

**TREASURER'S REPORT
AND OTHER MONTHLY REPORTS**

MARCH 2021

1. Treasurer's Report
2. Planning & Parks Report
3. Permit Activity Report
4. Public Works Department Report
5. Fire Marshal Report
6. Township Engineer Report
7. Worcester Volunteer Fire Department Report
8. Ambulance Report
9. Pennsylvania State Police Report

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account Range: First to Last
Expend Account Range: First to Last
Print Zero YTD Activity: No

Include Non-Anticipated: No
Include Non-Budget: No
Year To Date As Of: 03/31/21
Current Period: 03/01/21 to 03/31/21
Prior Year: 03/01/20 to 03/31/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
001-301-100-000	Property Taxes- Current	\$46,418.53	\$46,690.00	\$9,714.92	\$12,122.33	\$0.00	-\$34,567.67	26%
001-301-500-000	Property Taxes- Liened	\$629.91	\$500.00	\$59.40	\$281.20	\$0.00	-\$218.80	56%
001-301-600-000	Property Taxes- Interim	\$174.84	\$200.00	\$32.51	\$88.72	\$0.00	-\$111.28	44%
	Segment 3 301 Total	\$47,223.28	\$47,390.00	\$9,806.83	\$12,492.25	\$0.00	-\$34,897.75	26%
001-310-030-000	Per Capita Taxes- Delinquent	\$941.18	\$200.00	\$97.90	\$353.10	\$0.00	\$153.10	177%
001-310-100-000	Real Estate Transfer Taxes	\$621,105.67	\$375,000.00	\$35,049.26	\$64,396.00	\$0.00	-\$310,604.00	17%
001-310-210-000	Earned Income Taxes	\$2,656,776.14	\$2,582,000.00	\$145,147.60	\$150,982.04	\$0.00	-\$2,431,017.96	6%
001-310-220-000	Earned Income Taxes- Prior Year	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	-\$50.00	0%
	Segment 3 310 Total	\$3,278,822.99	\$2,957,250.00	\$180,294.76	\$215,731.14	\$0.00	-\$2,741,518.86	7%
001-321-800-000	Franchise Fees	\$217,035.75	\$216,000.00	\$0.00	\$0.00	\$0.00	-\$216,000.00	0%
001-322-820-000	Road Opening Permits	\$400.00	\$300.00	\$0.00	\$165.00	\$0.00	-\$135.00	55%
001-322-900-000	Sign Permits	\$77.50	\$150.00	\$0.00	\$30.00	\$0.00	-\$120.00	20%
001-322-910-000	Yard Sale Permits	\$80.00	\$50.00	\$0.00	\$0.00	\$0.00	-\$50.00	0%
001-322-920-000	Solicitation Permits	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	-\$100.00	0%
	Segment 3 322 Total	\$557.50	\$600.00	\$0.00	\$195.00	\$0.00	-\$405.00	32%
001-331-120-000	Ordinance Violations	\$1,620.47	\$1,600.00	\$163.72	\$276.80	\$0.00	-\$1,323.20	17%
001-341-000-000	Interest Earnings	\$773.19	\$600.00	\$23.24	\$59.32	\$0.00	-\$540.68	10%
001-342-000-000	Rents & Royalties	\$19,035.10	\$19,992.46	\$1,575.43	\$4,726.29	\$0.00	-\$15,266.17	24%
001-342-120-000	Cell Tower Rental	\$173,549.91	\$168,000.00	\$13,146.91	\$45,959.49	\$0.00	-\$122,040.51	27%
	Segment 3 342 Total	\$192,585.01	\$187,992.46	\$14,722.34	\$50,685.78	\$0.00	-\$137,306.68	27%
001-355-010-000	Public Utility Realty Tax	\$2,467.39	\$2,467.39	\$0.00	\$0.00	\$0.00	-\$2,467.39	0%
001-355-040-000	Alcohol License Fees	\$600.00	\$600.00	\$200.00	\$200.00	\$0.00	-\$400.00	33%
001-355-050-000	General Municipal Pension State Aid	\$54,162.16	\$54,162.16	\$0.00	\$0.00	\$0.00	-\$54,162.16	0%
001-355-070-000	Volunteer Fire Relief Association	\$91,850.04	\$91,850.04	\$0.00	\$0.00	\$0.00	-\$91,850.04	0%
	Segment 3 355 Total	\$149,079.59	\$149,079.59	\$200.00	\$200.00	\$0.00	-\$148,879.59	0%
001-361-300-000	Land Development Fees	\$4,980.00	\$3,000.00	\$0.00	\$1,175.00	\$0.00	-\$1,825.00	39%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
001-361-330-000	Conditional Use Fees	\$1,800.00	\$1,300.00	\$0.00	\$0.00	\$0.00	-\$1,300.00	0%
001-361-340-000	Zoning Hearing Board Fees	\$14,300.00	\$12,520.00	\$790.00	\$790.00	\$0.00	-\$11,730.00	6%
001-361-500-000	Map And Publication Sales	\$0.00	\$5.00	\$1.00	\$1.00	\$0.00	-\$4.00	20%
	Segment 3 361 Total	\$21,080.00	\$16,825.00	\$791.00	\$1,966.00	\$0.00	-\$14,859.00	12%
001-362-410-000	Building Permit Fees	\$242,167.74	\$160,000.00	\$7,383.97	\$61,799.76	\$0.00	-\$98,200.24	39%
001-362-420-000	Zoning Permit Fees	\$31,837.50	\$19,500.00	\$3,235.00	\$7,770.00	\$0.00	-\$11,730.00	40%
001-362-450-000	Commercial U&O Fees	\$95.00	\$200.00	\$0.00	\$0.00	\$0.00	-\$200.00	0%
001-362-460-000	Driveway Permit Fees	\$1,955.00	\$800.00	\$210.00	\$707.50	\$0.00	-\$92.50	88%
	Segment 3 362 Total	\$276,055.24	\$180,500.00	\$10,828.97	\$70,277.26	\$0.00	-\$110,222.74	39%
001-367-400-000	PRPS Ticket Sales	\$1,431.29	\$3,900.00	\$0.00	\$412.50	\$0.00	-\$3,487.50	11%
001-367-408-000	Sports & Lesson Fees	\$1,224.75	\$5,700.00	\$0.00	\$196.00	\$0.00	-\$5,504.00	3%
001-367-420-000	Park Miscellaneous	\$12,795.30	\$16,600.00	\$493.50	\$3,302.31	\$0.00	-\$13,297.69	20%
	Segment 3 367 Total	\$15,451.34	\$26,200.00	\$493.50	\$3,910.81	\$0.00	-\$22,289.19	15%
001-381-000-000	Miscellaneous Income	\$20,938.43	\$1,000.00	\$1,067.25	\$2,405.97	\$0.00	\$1,405.97	241%
001-381-001-000	Service Charge Fees	\$190.00	\$165.00	\$23.60	\$76.85	\$0.00	-\$88.15	47%
	Segment 3 381 Total	\$21,128.43	\$1,165.00	\$1,090.85	\$2,482.82	\$0.00	\$1,317.82	213%
001-383-200-000	Escrow Administration	\$1,415.00	\$880.00	\$330.00	\$550.00	\$0.00	-\$330.00	62%
001-395-000-000	Refund of Prior Year Expenditures	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	Revenue Total	\$4,222,902.79	\$3,786,082.05	\$218,745.21	\$358,827.18	\$0.00	-\$3,427,254.87	9%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
001-400-000-000	LEGISLATIVE BODY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-400-110-000	Legislative- Payroll	\$7,310.00	\$7,500.00	\$630.00	\$1,890.00	\$0.00	\$5,610.00	25%
001-400-150-000	Legislative- Benefits	\$41,398.25	\$49,267.86	\$2,421.00	\$7,267.20	\$0.00	\$42,000.66	15%
001-400-312-000	Legislative- Consultant Services	\$31,574.00	\$31,100.00	\$4,000.00	\$9,000.00	\$0.00	\$22,100.00	29%
001-400-337-000	Legislative- Mileage Reimbursement	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0%
001-400-420-000	Legislative- Dues & Subscriptions	\$3,099.00	\$4,425.00	\$98.00	\$98.00	\$0.00	\$4,327.00	2%
001-400-460-000	Legislative- Meetings & Seminars	\$1,617.00	\$4,975.00	\$0.00	\$7.50	\$0.00	\$4,967.50	0%
	Segment 3 400 Total	\$84,998.25	\$97,667.86	\$7,149.00	\$18,262.70	\$0.00	\$79,405.16	19%

TOWNSHIP OF WORCESTER
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Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
001-401-000-000	MANAGER:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-401-120-000	Management- Payroll	\$184,299.36	\$221,146.05	\$16,747.68	\$46,001.80	\$0.00	\$175,144.25	21%
001-401-150-000	Management- Benefits	\$63,616.53	\$73,529.16	\$5,707.59	\$18,807.90	\$0.00	\$54,721.26	26%
001-401-312-000	Management- Consultant Services	\$3,193.00	\$8,225.00	\$156.00	\$156.00	\$0.00	\$8,069.00	2%
001-401-321-000	Management- Mobile Phone	\$750.00	\$900.00	\$75.00	\$225.00	\$0.00	\$675.00	25%
001-401-337-000	Management- Mileage Reimbursement	\$4,800.00	\$4,800.00	\$400.00	\$1,200.00	\$0.00	\$3,600.00	25%
001-401-460-000	Management- Meetings & Seminars	\$1,361.51	\$2,075.00	\$55.95	\$365.45	\$0.00	\$1,709.55	18%
	Segment 3 401 Total	\$258,020.40	\$310,675.21	\$23,142.22	\$66,756.15	\$0.00	\$243,919.06	21%
001-402-000-000	FINANCIAL ADMINISTRATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-402-120-000	Finance- Payroll	\$72,346.05	\$68,000.00	\$5,230.76	\$14,336.50	\$0.00	\$53,663.50	21%
001-402-150-000	Finance- Benefits	\$40,544.95	\$44,783.53	\$2,329.54	\$8,560.35	\$0.00	\$36,223.18	19%
001-402-321-000	Finance- Mobile Phone	\$250.00	\$300.00	\$25.00	\$75.00	\$0.00	\$225.00	25%
001-402-337-000	Finance- Mileage Reimbursement	\$171.70	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0%
001-402-460-000	Finance- Meeting & Seminars	\$916.16	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0%
	Segment 3 402 Total	\$114,228.86	\$114,033.53	\$7,585.30	\$22,971.85	\$0.00	\$91,061.68	20%
001-403-000-000	TAX COLLECTION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-403-110-000	Tax Collection- Payroll	\$2,313.16	\$2,369.50	\$0.00	\$99.85	\$0.00	\$2,269.65	4%
001-403-150-000	Tax Collection- Benefits	\$176.97	\$181.50	\$0.00	\$7.64	\$0.00	\$173.86	4%
001-403-210-000	Tax Collection- Office Supplies	\$2,099.14	\$5,140.00	\$2,017.61	\$2,017.61	\$0.00	\$3,122.39	39%
001-403-310-000	Tax Collection- Professional Services	\$30,844.73	\$28,402.55	\$1,567.78	\$7,402.20	\$0.00	\$21,000.35	26%
	Segment 3 403 Total	\$35,434.00	\$36,093.55	\$3,585.39	\$9,527.30	\$0.00	\$26,566.25	26%
001-404-000-000	LEGAL SERVICES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-404-310-000	Legal- General Services	\$52,470.20	\$69,063.50	\$12,774.05	\$21,314.30	\$0.00	\$47,749.20	31%
001-404-320-000	Legal- RTK Services	\$10,554.50	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	0%
	Segment 3 404 Total	\$63,024.70	\$81,063.50	\$12,774.05	\$21,314.30	\$0.00	\$59,749.20	26%
001-405-000-000	CLERICAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-405-140-000	Clerical- Payroll	\$81,057.42	\$63,269.81	\$4,719.84	\$12,491.48	\$0.00	\$50,778.33	20%
001-405-150-000	Clerical- Benefits	\$33,855.41	\$16,934.64	\$1,309.27	\$3,596.30	\$0.00	\$13,338.34	21%
001-405-210-000	Clerical- Office Supplies	\$8,356.69	\$6,000.00	\$299.48	\$811.12	\$0.00	\$5,188.88	14%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
001-405-310-000	Payroll Services	\$16,604.76	\$17,010.00	\$1,252.35	\$3,807.56	\$0.00	\$13,202.44	22%
001-405-321-000	Clerical- Telephone	\$3,733.09	\$4,725.00	\$616.91	\$873.75	\$0.00	\$3,851.25	18%
001-405-325-000	Clerical- Postage	\$6,732.81	\$4,550.00	\$369.47	\$937.46	\$0.00	\$3,612.54	21%
001-405-337-000	Clerical- Mileage Reimbursement	\$68.25	\$300.00	\$2.60	\$2.60	\$0.00	\$297.40	1%
001-405-340-000	Clerical- Advertisement	\$3,668.78	\$7,200.00	\$209.10	\$454.05	\$0.00	\$6,745.95	6%
001-405-460-000	Clerical- Meetings & Seminars	\$354.82	\$1,815.00	\$0.00	\$0.00	\$0.00	\$1,815.00	0%
001-405-465-000	Clerical- Computer Expense	\$76,675.06	\$73,759.00	\$4,829.39	\$15,221.83	\$0.00	\$58,537.17	21%
001-405-470-000	Clerical- Other Expense	\$5,480.92	\$7,224.00	\$310.87	\$837.55	\$0.00	\$6,386.45	12%
	Segment 3 405 Total	\$236,588.01	\$202,787.45	\$13,919.28	\$39,033.70	\$0.00	\$163,753.75	19%
001-408-000-000	ENGINEERING SERVICES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-408-310-000	Engineering Services	\$10,378.56	\$33,750.00	\$338.50	\$2,909.94	\$0.00	\$30,840.06	9%
	Segment 3 408 Total	\$10,378.56	\$33,750.00	\$338.50	\$2,909.94	\$0.00	\$30,840.06	9%
001-409-000-000	GOVERNMENT BUILDINGS & PLANT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-409-136-000	Administration- Utilities	\$6,934.64	\$10,104.00	\$1,307.74	\$2,554.65	\$0.00	\$7,549.35	25%
001-409-137-000	Administration- Maintenance & Repairs	\$11,855.52	\$16,680.00	\$1,003.62	\$2,972.67	\$0.00	\$13,707.33	18%
001-409-142-000	Administration- Alarm Service	\$2,797.90	\$3,804.00	\$680.88	\$1,056.52	\$0.00	\$2,747.48	28%
001-409-147-000	Administration- Other Expenses	\$871.76	\$2,400.00	\$146.92	\$244.57	\$0.00	\$2,155.43	10%
001-409-236-000	Garage- Utilities	\$10,225.61	\$15,060.00	\$3,339.33	\$6,224.73	\$0.00	\$8,835.27	41%
001-409-237-000	Garage- Maintenance & Repairs	\$9,506.74	\$10,044.00	\$570.35	\$1,927.88	\$0.00	\$8,116.12	19%
001-409-242-000	Garage- Alarm Service	\$1,182.96	\$1,608.00	\$60.00	\$180.00	\$0.00	\$1,428.00	11%
001-409-247-000	Garage- Other Expenses	\$760.45	\$1,440.00	\$26.92	\$179.54	\$0.00	\$1,260.46	12%
001-409-436-000	Community Hall- Utilities	\$4,010.38	\$6,053.22	\$982.33	\$2,020.93	\$0.00	\$4,032.29	33%
001-409-437-000	Community Hall- Maintenance & Repairs	\$3,869.13	\$5,796.00	\$255.00	\$1,915.53	\$0.00	\$3,880.47	33%
001-409-447-000	Community Hall- Other Expenses	\$52.14	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0%
001-409-536-000	Historical Bldg- Utilities	\$2,262.97	\$4,541.00	\$993.33	\$83.31	\$0.00	\$4,457.69	2%
001-409-537-000	Historical Bldg- Maintenance & Repairs	\$372.73	\$1,608.00	\$0.00	\$0.00	\$0.00	\$1,608.00	0%
001-409-636-000	Hollow Rd Rental- Utilities	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0%
001-409-637-000	Hollow Rd Rental- Maintenance & Repairs	\$197.00	\$4,008.00	\$0.00	\$0.00	\$0.00	\$4,008.00	0%
001-409-737-000	Springhouse- Maintenance & Repairs	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
	Segment 3 409 Total	\$54,899.93	\$84,996.22	\$9,366.42	\$19,360.33	\$0.00	\$65,635.89	23%
001-411-000-000	FIRE:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-411-380-000	Fire Protection- Hydrant Rentals	\$24,693.59	\$27,590.00	\$15,955.59	\$1,625.48	\$0.00	\$25,964.52	6%
001-411-540-000	Fire Protection- WVFD Contributions	\$351,800.04	\$360,098.04	\$0.00	\$259,548.00	\$0.00	\$100,550.04	72%
	Segment 3 411 Total	\$376,493.63	\$387,688.04	\$15,955.59	\$261,173.48	\$0.00	\$126,514.56	67%
001-413-000-000	UCC & CODE ENFORCEMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-413-110-000	Fire Marshal- Payroll	\$5,998.11	\$12,029.58	\$462.14	\$1,014.01	\$0.00	\$11,015.57	8%
001-413-110-150	Fire Marshal- Benefits	\$3,816.51	\$4,437.47	\$319.84	\$928.70	\$0.00	\$3,508.77	21%
001-413-140-000	Code Enforcement- Payroll	\$47,597.69	\$46,995.81	\$1,520.00	\$8,308.89	\$0.00	\$38,686.92	18%
001-413-150-000	Code Enforcement- Benefits	\$22,797.17	\$18,071.35	\$491.62	\$3,340.51	\$0.00	\$14,730.84	18%
001-413-210-000	Code Enforcement- Supplies	\$1,220.00	\$3,505.00	\$1,270.00	\$1,270.00	\$0.00	\$2,235.00	36%
001-413-312-000	Code Enforcement- Consultant Services	\$56,849.00	\$74,845.70	\$7,605.00	\$10,855.00	\$0.00	\$63,990.70	15%
001-413-321-000	Code Enforcement- Mobile Phone	\$488.26	\$360.00	\$20.04	\$40.08	\$0.00	\$319.92	11%
001-413-337-000	Code Enforcement- Mileage Reimbursement	\$994.79	\$1,320.00	\$86.80	\$86.80	\$0.00	\$1,233.20	7%
001-413-460-000	Code Enforcement- Meetings & Seminars	\$621.47	\$1,300.00	-\$32.25	\$232.62	\$0.00	\$1,067.38	18%
	Segment 3 413 Total	\$140,383.00	\$162,864.91	\$11,743.19	\$26,076.61	\$0.00	\$136,788.30	16%
001-414-000-000	PLANNING & ZONING:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-414-140-000	Zoning- Payroll	\$2,100.00	\$3,400.00	\$0.00	\$0.00	\$0.00	\$3,400.00	0%
001-414-150-000	Zoning- Benefits	\$160.78	\$260.44	\$0.00	\$0.00	\$0.00	\$260.44	0%
001-414-310-000	Zoning- Professional Services	\$5,358.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$5,400.00	0%
001-414-313-000	Zoning- Engineering	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
001-414-314-000	Zoning- Legal	\$21,980.00	\$32,300.00	\$0.00	\$360.00	\$0.00	\$31,940.00	1%
001-414-315-000	Zoning- Conditional Use	\$10,368.45	\$8,700.00	\$0.00	\$0.00	\$0.00	\$8,700.00	0%
001-414-341-000	Zoning- Advertisement	\$3,121.72	\$4,050.00	\$0.00	\$229.82	\$0.00	\$3,820.18	6%
001-414-460-000	Zoning- Meetings & Seminars	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0%
	Segment 3 414 Total	\$43,088.95	\$55,810.44	\$0.00	\$589.82	\$0.00	\$55,220.62	1%
001-419-000-000	OTHER PUBLIC SAFETY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-419-242-000	PA One Call	\$555.73	\$2,520.00	\$0.00	\$0.00	\$0.00	\$2,520.00	0%
	Segment 3 419 Total	\$555.73	\$2,520.00	\$0.00	\$0.00	\$0.00	\$2,520.00	0%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Cancel</i>	<i>Balance</i>	<i>% Expd</i>
001-430-000-000	PUBLIC WORKS - ADMIN:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-430-140-000	Public Works- Payroll	\$437,716.99	\$444,301.83	\$32,262.38	\$94,834.95	\$0.00	\$349,466.88	21%
001-430-150-000	Public Works- Benefits	\$264,768.00	\$288,220.66	\$18,782.22	\$61,550.37	\$0.00	\$226,670.29	21%
001-430-238-000	Public Works- Uniforms	\$8,207.51	\$10,374.00	\$665.12	\$1,589.10	\$0.00	\$8,784.90	15%
001-430-326-000	Public Works- Mobile phones	\$1,557.45	\$1,560.00	\$114.68	\$229.40	\$0.00	\$1,330.60	15%
001-430-460-000	Public Works- Meetings & Seminars	\$365.82	\$1,700.00	\$0.00	\$120.81	\$0.00	\$1,579.19	7%
001-430-470-000	Public Works- Other Expenses	\$1,215.96	\$1,465.00	\$0.00	\$0.00	\$0.00	\$1,465.00	0%
	Segment 3 430 Total	\$713,831.73	\$747,621.49	\$51,824.40	\$158,324.63	\$0.00	\$589,296.86	21%
001-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-432-200-000	Snow Removal- Materials	\$10,663.58	\$31,906.25	\$21,455.79	\$21,455.79	\$0.00	\$10,450.46	67%
001-432-450-000	Snow Removal- Contractor	\$2,015.00	\$0.00	\$910.00	\$910.00	\$0.00	-\$910.00	0%
	Segment 3 432 Total	\$12,678.58	\$31,906.25	\$22,365.79	\$22,365.79	\$0.00	\$9,540.46	70%
001-433-000-000	TRAFFIC CONTROL DEVICES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-433-313-000	Traffic Signal- Engineering	\$4,063.40	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%
001-433-361-000	Traffic Signal- Electricity	\$3,021.63	\$3,540.00	\$269.51	\$807.28	\$0.00	\$2,732.72	23%
001-433-374-000	Traffic Signal- Maintenance	\$9,466.86	\$11,200.00	\$1,660.00	\$1,660.00	\$0.00	\$9,540.00	15%
	Segment 3 433 Total	\$16,551.89	\$19,740.00	\$1,929.51	\$2,467.28	\$0.00	\$17,272.72	12%
001-437-000-000	REPAIRS OF TOOLS AND MACHINERY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-437-250-000	Machinery & Tools- Vehicle Maintenance	\$17,767.57	\$75,035.00	\$729.94	\$7,207.31	\$0.00	\$67,827.69	10%
001-437-260-000	Machinery & Tools- Small Tools	\$4,977.50	\$10,500.00	\$494.35	\$1,276.17	\$0.00	\$9,223.83	12%
	Segment 3 437 Total	\$22,745.07	\$85,535.00	\$1,224.29	\$8,483.48	\$0.00	\$77,051.52	10%
001-438-000-000	ROADS & BRIDGES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-438-231-000	Gasoline	\$2,799.77	\$5,425.00	\$801.57	\$1,002.53	\$0.00	\$4,422.47	18%
001-438-232-000	Diesel Fuel	\$12,914.96	\$26,151.52	\$4,544.63	\$6,297.78	\$0.00	\$19,853.74	24%
001-438-242-000	Road Signs	\$3,213.05	\$3,000.00	\$0.00	\$263.53	\$0.00	\$2,736.47	9%
001-438-245-000	Road Supplies	\$10,816.98	\$43,500.00	\$1,150.54	\$1,150.54	\$0.00	\$42,349.46	3%
001-438-313-000	Engineering	\$7,727.70	\$18,000.00	\$285.02	\$811.52	\$0.00	\$17,188.48	5%
001-438-370-000	Road Program- Contractor	\$5,686.00	\$13,300.00	\$0.00	\$0.00	\$0.00	\$13,300.00	0%
	Segment 3 438 Total	\$43,158.46	\$109,376.52	\$6,781.76	\$9,525.90	\$0.00	\$99,850.62	9%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
001-446-000-000	STORM WATER MANAGEMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-446-313-000	Stormwater Management- Engineering	\$8,766.50	\$35,000.00	\$0.00	\$397.00	\$0.00	\$34,603.00	1%
	Segment 3 446 Total	\$8,766.50	\$35,000.00	\$0.00	\$397.00	\$0.00	\$34,603.00	1%
001-451-000-000	RECREATION- ADMINISTRATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-451-140-000	Recreation- Payroll	\$19,904.69	\$21,028.48	\$0.00	\$724.38	\$0.00	\$20,304.10	3%
001-451-150-000	Recreation- Benefits	\$2,068.68	\$1,826.78	\$0.00	\$101.30	\$0.00	\$1,725.48	6%
001-451-337-000	Recreation- Mileage Reimbursement	\$36.23	\$175.00	\$0.00	\$0.00	\$0.00	\$175.00	0%
001-451-460-000	Recreation- Meetings & Seminars	\$367.91	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	0%
	Segment 3 451 Total	\$22,377.51	\$23,930.26	\$0.00	\$825.68	\$0.00	\$23,104.58	3%
001-452-000-000	PARTICIPANT RECREATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-452-247-000	Discounted Tickets (PRPS)	\$955.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00	0%
001-452-248-000	Camps & Sport Leagues	\$798.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%
001-452-250-000	Community Day	\$6,340.13	\$12,300.00	\$0.00	\$0.00	\$0.00	\$12,300.00	0%
001-452-520-000	Library	\$7,294.00	\$7,659.00	\$0.00	\$0.00	\$0.00	\$7,659.00	0%
	Segment 3 452 Total	\$15,387.13	\$27,759.00	\$0.00	\$0.00	\$0.00	\$27,759.00	0%
001-454-000-000	PARKS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-454-436-000	Heebner Park- Utilities	\$2,497.45	\$3,216.00	\$332.68	\$995.04	\$0.00	\$2,220.96	31%
001-454-437-001	Heebner Park- Athletic Fields	\$3,121.03	\$16,800.00	\$0.00	\$0.00	\$0.00	\$16,800.00	0%
001-454-437-002	Heebner Park- Expenses	\$4,000.99	\$8,000.00	\$0.00	\$1,162.57	\$0.00	\$6,837.43	15%
001-454-438-001	Mount Kirk Park- Athletic Fields	\$480.16	\$3,400.00	\$0.00	\$0.00	\$0.00	\$3,400.00	0%
001-454-438-002	Mount Kirk Park- Expenses	\$636.25	\$1,000.00	\$0.00	\$72.00	\$0.00	\$928.00	7%
001-454-439-001	Sunny Brook Park- Athletic Fields	\$1,200.41	\$4,700.00	\$0.00	\$0.00	\$0.00	\$4,700.00	0%
001-454-439-002	Sunny Brook Park- Expenses	\$1,100.92	\$3,902.00	\$106.15	\$164.89	\$0.00	\$3,737.11	4%
001-454-446-000	Sunny Brook Park- Utilities	\$914.91	\$1,680.00	\$218.75	\$373.87	\$0.00	\$1,306.13	22%
001-454-470-000	Heyser Park- Horse Ring	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
001-454-471-000	Heyser Park- Expenses	\$152.04	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
001-454-480-000	Trail Expenses	\$2,890.09	\$2,900.00	\$0.00	\$474.08	\$0.00	\$2,425.92	16%
001-454-490-000	Other Parks	\$17.11	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
	Segment 3 454 Total	\$17,011.36	\$47,598.00	\$657.58	\$3,242.45	\$0.00	\$44,355.55	7%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
001-459-000-000	PUBLIC RELATIONS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-459-340-000	Public Relations- Community Newsletter	\$18,536.77	\$20,300.00	\$3,911.68	\$4,641.52	\$0.00	\$15,658.48	23%
001-459-341-000	Public Relations- Other Communications	\$641.81	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
	Segment 3 459 Total	\$19,178.58	\$21,300.00	\$3,911.68	\$4,641.52	\$0.00	\$16,658.48	22%
001-481-000-000	EMPLOYER PAID BENEFITS AND WITHHOLDING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-481-430-000	Inter Gov- Real Estate Taxes	\$0.00	\$0.00	-\$398.90	\$398.90	\$0.00	-\$398.90	0%
	Segment 3 481 Total	\$0.00	\$0.00	-\$398.90	\$398.90	\$0.00	-\$398.90	0%
001-486-000-000	INSURANCE:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-486-350-000	Insurances	\$93,376.70	\$110,581.30	\$924.00	\$29,442.00	\$0.00	\$81,139.30	27%
	Segment 3 486 Total	\$93,376.70	\$110,581.30	\$924.00	\$29,442.00	\$0.00	\$81,139.30	27%
001-492-300-000	Transfer To Capital Fund	\$1,746,143.36	\$959,356.08	\$0.00	\$0.00	\$0.00	\$959,356.08	0%
	Expend Total	\$4,149,300.89	\$3,789,654.61	\$194,779.05	\$728,090.81	\$0.00	\$3,061,563.80	19%
001								
			Prior	Current	YTD			
		Revenue:	\$4,222,902.79	\$218,745.21	\$358,827.18			
		Expended:	\$4,149,300.89	\$194,779.05	\$728,090.81			
		Net Income:	\$73,601.90	\$23,966.16	-\$369,263.63			
			Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
008-341-000-000	Interest Earnings	\$7,493.97	\$3,500.00	\$59.37	\$210.40	\$0.00	-\$3,289.60	6%
008-364-110-000	Tapping Fees	\$15,200.00	\$45,931.62	\$0.00	\$143,981.57	\$0.00	\$98,049.95	313%
008-364-120-000	Sewer Fees- Residential	\$476,004.67	\$484,645.24	\$8,947.52	\$132,946.93	\$0.00	-\$351,698.31	27%
008-364-130-000	Sewer Fees- Commercial	\$152,956.74	\$160,000.00	\$11,067.00	\$30,981.61	\$0.00	-\$129,018.39	19%
008-364-140-000	Late Fees	\$9,365.41	\$7,000.00	\$762.16	\$2,880.47	\$0.00	-\$4,119.53	41%
008-364-150-000	Certification Fees	\$1,475.00	\$1,250.00	\$100.00	\$325.00	\$0.00	-\$925.00	26%
	Segment 3 364 Total	\$655,001.82	\$698,826.86	\$20,876.68	\$311,115.58	\$0.00	-\$387,711.28	45%
008-381-000-000	Miscellaneous Income	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	-\$25.00	0%
	Revenue Total	\$662,495.79	\$702,351.86	\$20,936.05	\$311,325.98	\$0.00	-\$391,025.88	44%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
WASTEWATER COLLECTION AND TREATMENT:								
008-429-000-000		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
008-429-242-000	Alarm Services	\$1,048.50	\$1,104.00	\$1,048.50	\$1,048.50	\$0.00	\$55.50	95%
008-429-300-000	Other Expenses	\$117,116.36	\$136,860.00	\$13,310.51	\$27,146.55	\$0.00	\$109,713.45	20%
008-429-313-000	Engineering	\$3,529.70	\$16,000.00	\$4,472.80	\$8,156.95	\$0.00	\$7,843.05	51%
008-429-314-000	Legal	\$410.40	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%
008-429-316-000	Plant Operations	\$81,037.99	\$82,740.00	\$7,090.00	\$13,637.50	\$0.00	\$69,102.50	16%
008-429-321-000	Telephone	\$863.67	\$960.00	\$167.26	\$325.63	\$0.00	\$634.37	34%
008-429-361-000	Utilities	\$107,047.37	\$107,088.00	\$11,923.56	\$21,257.56	\$0.00	\$85,830.44	20%
008-429-374-000	Equipment & Repairs	\$19,016.89	\$24,204.00	\$828.96	\$6,659.89	\$0.00	\$17,544.11	28%
008-429-421-001	Center Point- Operations	\$5,742.50	\$5,916.00	\$472.50	\$931.25	\$0.00	\$4,984.75	16%
008-429-421-002	Center Point- Utilities & Repairs	\$5,978.57	\$6,132.00	\$519.12	\$991.41	\$0.00	\$5,140.59	16%
008-429-422-001	Meadowood- Operations	\$5,555.00	\$5,916.00	\$472.50	\$931.25	\$0.00	\$4,984.75	16%
008-429-422-002	Meadowood- Utilities & Repairs	\$4,256.15	\$5,520.00	\$39.01	\$784.68	\$0.00	\$4,735.32	14%
008-429-423-001	Heritage Village- Operations	\$5,505.00	\$5,916.00	\$472.50	\$931.25	\$0.00	\$4,984.75	16%
008-429-423-002	Heritage Village- Utilities & Repairs	\$3,074.78	\$4,872.00	\$389.17	\$714.40	\$0.00	\$4,157.60	15%
008-429-424-001	Fawn Creek- Operations	\$5,505.00	\$5,916.00	\$722.50	\$1,181.25	\$0.00	\$4,734.75	20%
008-429-424-002	Fawn Creek- Utilities & Repairs	\$2,571.00	\$4,092.00	\$291.53	\$1,189.42	\$0.00	\$2,902.58	29%
008-429-425-001	Chadwick Place- Operations	\$5,505.00	\$5,916.00	\$472.50	\$931.25	\$0.00	\$4,984.75	16%
008-429-425-002	Chadwick Place- Utilities & Repairs	\$2,848.96	\$4,308.00	\$316.43	\$607.75	\$0.00	\$3,700.25	14%
008-429-426-001	Adair Pump- Operations	\$5,855.00	\$5,916.00	\$472.50	\$931.25	\$0.00	\$4,984.75	16%
008-429-426-002	Adair Pump- Utilities & Repairs	\$2,454.25	\$4,008.00	\$197.96	\$468.21	\$0.00	\$3,539.79	12%
008-429-700-000	Capital Improvements	\$102,040.23	\$90,000.00	\$0.00	\$3,396.00	\$0.00	\$86,604.00	4%
008-429-800-000	Depreciation	\$291,675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	Segment 3 429 Total	\$778,637.32	\$525,884.00	\$43,679.81	\$92,221.95	\$0.00	\$433,662.05	18%
008-471-000-000	DEBT PRINCIPAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
008-471-200-000	General Obligation Bond- Principal	\$125,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$130,000.00	0%
	Segment 3 471 Total	\$125,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$130,000.00	0%
008-472-000-000	DEBT INTEREST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
008-472-200-000	General Obligation Bond- Interest	\$45,181.26	\$41,431.26	\$0.00	\$0.00	\$0.00	\$41,431.26	0%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
Segment 3 472 Total		\$45,181.26	\$41,431.26	\$0.00	\$0.00	\$0.00	\$41,431.26	0%
008-475-000-000	Fiscal Agent Fees- 2016 Bond	\$1,050.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	0%
008-486-000-000	INSURANCE:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
008-486-350-000	Insurance Expense	\$3,852.30	\$3,643.70	\$0.00	\$0.00	\$0.00	\$3,643.70	0%
Segment 3 486 Total		\$3,852.30	\$3,643.70	\$0.00	\$0.00	\$0.00	\$3,643.70	0%
Expend Total		\$953,720.88	\$702,058.96	\$43,679.81	\$92,221.95	\$0.00	\$609,837.01	13%
008								
			<u>Prior</u>	<u>Current</u>	<u>YTD</u>			
		Revenue:	\$662,495.79	\$20,936.05	\$311,325.98			
		Expended:	\$953,720.88	\$43,679.81	\$92,221.95			
		Net Income:	-\$291,225.09	-\$22,743.76	\$219,104.03			
Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
030-341-000-000	Interest Earnings	\$87,322.33	\$48,000.00	\$576.12	\$2,257.15	\$0.00	-\$45,742.85	5%
030-354-351-000	Grants	\$446,638.04	\$1,670,700.00	\$26,984.00	\$26,984.00	\$0.00	-\$1,643,716.00	2%
030-363-100-000	Traffic Impact Fees	\$418,954.07	\$31,095.85	\$3,378.37	\$210,756.74	\$0.00	\$179,660.89	678%
030-381-000-000	Miscellaneous Income	\$19,270.00	\$2,000.00	\$0.00	\$0.00	\$0.00	-\$2,000.00	0%
030-392-010-000	Transfer From General Fund	\$1,746,143.36	\$959,356.08	\$0.00	\$0.00	\$0.00	-\$959,356.08	0%
Revenue Total		\$2,718,327.80	\$2,711,151.93	\$30,938.49	\$239,997.89	\$0.00	-\$2,471,154.04	9%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
030-405-000-000	SECRETARY/CLERK:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
030-405-720-000	Office Equipment	\$12,898.89	\$11,800.00	\$0.00	\$787.42	\$0.00	\$11,012.58	7%
Segment 3 405 Total		\$12,898.89	\$11,800.00	\$0.00	\$787.42	\$0.00	\$11,012.58	7%
030-409-000-000	GOVERNMENT BUILDINGS & PLANTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
030-409-600-000	Building Improvements	\$31,950.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$16,500.00	0%
Segment 3 409 Total		\$31,950.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$16,500.00	0%
030-430-600-000	Capital Roads	\$754,066.32	\$2,792,850.00	\$84,943.71	\$111,711.57	\$0.00	\$2,681,138.43	4%
030-430-740-000	Equipment Purchases	\$141,619.28	\$200,850.00	\$0.00	\$0.00	\$0.00	\$200,850.00	0%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

040-341-200-000	Interest Earnings Developers	\$208.69	\$0.00	\$0.33	\$1.08	\$0.00	\$1.08	0%
	Revenue Total	\$208.69	\$0.00	\$0.33	\$1.08	\$0.00	\$1.08	0%

040

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$208.69	\$0.33	\$1.08
Expended:	\$0.00	\$0.00	\$0.00
Net Income:	\$208.69	\$0.33	\$1.08

Grand Totals

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$7,971,660.07	\$614,781.15	\$1,254,314.73
Expended:	\$6,718,263.40	\$325,479.42	\$939,274.60
Net Income:	\$1,253,396.67	\$289,301.73	\$315,040.13

CASH FLOW REPORT

MARCH 2021

CASH FLOW BY FUND

GF	GENERAL FUND		
	<i>YTD</i>	<i>budgeted</i>	<i>percent</i>
rec	\$ 1,004,886	\$ 830,713	121%
exp	\$ 758,157	\$ 937,092	81%

SF	SEWER FUND		
	<i>YTD actual</i>	<i>budgeted</i>	<i>percent</i>
rec	\$ 318,888	\$ 175,588	182%
exp	\$ 92,221	\$ 135,943	68%

CF	CAPITAL FUND		
	<i>YTD</i>	<i>budgeted</i>	<i>percent</i>
rec	\$ 315,417	\$ 437,949	72%
exp	\$ 118,961	\$ 1,333,669	9%

SF	STATE FUND		
	<i>YTD</i>	<i>budgeted</i>	<i>percent</i>
rec	\$ 344,162	\$ 334,287	103%
exp	\$ -	\$ -	100%

CASH FLOW FOR KEY LINE ITEMS

GF	earned income tax	108%
GF	real estate transfer tax	227%
GF	building permits	687%
GF	franchise fees	100%
GF	cell tower rental	125%
GF	public works	87%
GF	management	88%
GF	code enforcement	73%
GF	clerical	79%
GF	fire protection	100%

SF	residential sewer fees	110%
SF	commercial sewer fees	96%
SF	tapping fees	1254%
SF	wastewater plant operations	66%
SF	wastewater plant utilities	79%
SF	capital improvements	15%

CF	General Fund transfer	100%
CF	grants	25%
CF	traffic impact fees	2711%
CF	capital roads	11%
CF	parks and trails	6%
CF	equipment	0%

SF	liquid fuel funds	103%
SF	road maintenance	100%

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

1721 Valley Forge Road, Post Office Box 767 Worcester, PA 19490

Planning & Parks Report

March 2021

Comprehensive Plan Update Task Force (March 24)

- Comprehensive Plan – Conducted open house meeting for public comment.

Planning Commission (March 25)

- Bethel Development Associates, LP (LD 2020-06) – Conducted and completed review of proposed two-lot single-family subdivision at Skippack Pike; recommended Preliminary/Final Plan approval.
- Meadowood Senior Living (LD 2021-01) – Conducted and completed review of proposed memory care facility at Skippack Pike; recommended Final Plan approval.
- Mikelen, LLC (SK 2021-A) – Conducted review of sketch plan for a proposed eight-lot single-family subdivision at Artmar Road. Preliminary Plan to be submitted for review at future meeting.

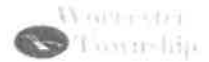
Zoning Hearing Board (*did not meet*)

Parks

- Prepared content for the Township website and Spring newsletter.
- Scheduled field and pavilion rentals.

Worcester Township

1721 Valley Forge Road
 Worcester PA 19490
 Phone: 610-584-1410



Report For 03/01/2021 to 03/31/2021

Item
Total Issued Permits

Count / Fee
60 / \$45,508.09

Building Permit		#of Permits	Construction Cost	Permit Fees
1	Accessory Structure	1	\$61,222.00	\$147.00
2	Basement finish	1	\$0.00	\$464.50
3	Commercial Alteration	1	\$350,780.00	\$792.00
4	Electrical	2	\$0.00	\$64.00
5	existing kitchen renovation	1	\$0.00	\$212.50
6	Generator	5	\$7,647.00	\$510.00
7	Heat	1	\$7,621.00	\$117.00
8	Heat/AC Unit	4	\$30,214.00	\$358.00
9	HVAC	1	\$10,491.00	\$89.50
10	Mechanical	1	\$0.00	\$89.50
11	New Single Family Dwelling	7	\$4,020,000.00	\$26,422.19
12	New Townhome	1	\$800,000.00	\$8,757.75
13	Replace existing AC	1	\$11,108.00	\$89.50
14	Replace Gas Furnace/ Ac Coil Unit	1	\$0.00	\$154.50
15	Replace package unit	1	\$10,621.00	\$89.50
16	Residential Additions	1	\$90,000.00	\$639.40
17	Residential Alterations	4	\$217,250.00	\$1,897.75
18	Screened in porch	1	\$0.00	\$200.50
19	Solar Panels	2	\$0.00	\$304.00
20	Stucco	1	\$77,112.00	\$59.50
21	Wooden Deck	1	\$0.00	\$109.50

Zoning Permit		#of Permits	Construction Cost	Permit Fees
1	Fence	3	\$7,700.00	\$90.00
2	General Zoning	1	\$0.00	\$300.00
3	Grading	10	\$15,000.00	\$3,000.00
4	New Single Family Dwelling	1	\$0.00	\$300.00
5	New Tenant	1	\$0.00	\$100.00
6	Patio	1	\$0.00	\$30.00
7	Replacing wood deck	1	\$0.00	\$30.00
8	Shed	1	\$0.00	\$30.00
9	Sunroom	2	\$0.00	\$60.00

Worcester Township

1721 Valley Forge Road
Worcester PA 19490
Phone: 610-584-1410



Report For 03/01/2021 to 03/31/2021

Item	Count / Fee		
Total Issued Permits	60 / \$45,508.09		
Total	60	\$5,716,766.00	\$45,508.09
Other Fees Collected			
State Fee			\$175.50

Public Works Department Report

March 2021

1) Road Maintenance

- A. Cleared inlets and drains throughout the Township**
- B. Filled potholes throughout the Township**
- C. Cleared and straightened roadway signage**
- D. Reestablishing edge of roadway swales**
- E. Reconstructed masonry culvert on Potshop Road**

2) Storm Maintenance

- A. No storm events to report for the month of March**

3) Parks

- A. Three times weekly cleaning of restrooms, emptying trash receptacles, and stocking dog bags**
- B. Repairing washouts and general trail maintenance**
- C. Removal of dead trees Township properties/parks**
- D. Completion Heebner Park gazebo paver project**
- E. Annual Township property mulching completed**
- F. Started install of new drinking fountains in Heebner and Sunnybrook Parks**
- G. Removal of old and start of new fence install in park systems**
- H. Public restrooms opened for the season**
- I. Playing fields maintenance**

4) Vehicle Maintenance

- A. Performed weekly maintenance of all Township vehicles**
- B. Miscellaneous repairs from winter roadway maintenance**
- C. Removal and storage of all plow/salt/brine equipment**

5) Miscellaneous

- A. Setting up and cleaning of Community Hall for rentals and Township events**
- B. Maintenance of Township brush recycle bin**
- C. Community Hall sump pump replacement**
- D. Nike Park Recycle Center project underway**

March 2021 Fire Marshal Report to BOS

- 1/ Fire Marshal investigations on 12 miscellaneous dispatches.
- 2/ \$100.00 Fire damage on property valued at \$600.00 for the month
- 3 / Three open burn letters written to residents
- 4/ Two reports to DCNR on woods fires
- 5/ Working with PA American to resolve leaking hydrant at Stony Creek farms
- 6/ Submitted report to Township Planning commission on width of access roads
- 7/ Attended county Fire Marshals meeting by Zoom.
- 8/ Reviewed plans for new Memory care unit at Meadwood
- 9/ Advised fire officers of hoarding location in process of being resolved.

Respectfully Submitted,

David Cornish
Fire Marshal

MEMORANDUM

TO: Worcester Township Board of Supervisors
FROM: Joseph J. Nolan, P.E., Township Engineer
DATE: April 1, 2021
SUBJECT: Engineering Report - Project Status

This memorandum will provide an update and status report on the various projects that are ongoing within the Township as of April 1, 2021.

1. **Turnpike Sound Barriers Grant Project:** We are finalizing the design work on this project. We are in the process of addressing comments received from the Turnpike before finalizing the documents for bidding. We still anticipate bidding this project with completion in late 2021.
2. **Adair Stormwater Projects:** We are finalizing contract documents for the public bidding of this project for completion in 2021. We anticipate receipt of bids in May, with construction during the summer months.
3. **2021 Road Program:** We have completed preparation of the Contract documents for the 2021 Road Program. Bids will be received on April 28, 2021 with potential contract award at the May Board of Supervisor's meeting.
4. **Miscellaneous Items**
 - a. CKS Engineers assisted the Township on numerous zoning and land development related issues as requested during the month.
 - b. CKS Engineers performed various site inspections in conjunction with finalizing Use & Occupancy Permits during the month.
 - c. CKS reviewed numerous grading permit applications and stormwater applications for the Township during the month.
 - d. CKS Engineers, Inc. continued to provide inspection services in conjunction with all ongoing land development and subdivision projects throughout the Township. This also included verifying completion of items and preparation of escrow releases for these projects, as requested.
 - e. CKS continues to assist in work required in conjunction with the review and approval of subdivisions and land developments and Conditional Use applications submitted to the Township. These currently include the Palmer Tract, the Gunsalus Tract Subdivision, and the 2625 Skippack Pike Subdivision.

CKS ENGINEERS, INC.

April 1, 2021
Ref: # 7200-51
Page 2

The above represents a status report on the projects and services currently being performed by CKS Engineers, Inc. Please contact me if you have any questions on any of these items.

Respectfully submitted,
CKS ENGINEERS, INC.
Township Engineers



Joseph J. Nolan, P.E.

JJN/paf

cc: Tommy Ryan, Township Manager
File

AMBULANCE REPORT

March 2021



Plymouth Ambulance
 Lower Providence EMS
 Skippack EMS
 VMSC Lansdale
totals

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	totals	percent
Plymouth Ambulance	27	24	20										71	39%
Lower Providence EMS	8	11	9										28	15%
Skippack EMS	17	17	30										64	35%
VMSC Lansdale	6	3	9										18	10%
totals	58	55	68										181	100%



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Number of Records Returned: 183

Search Criteria: which_cad='P' and occ_date between '03/01/2021' and '03/31/2021' and municipality='46226' and jurisdiction='PA'

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Forwarded	Report #	Cleared By
Mar-28-2021	11:22:31	414838	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-414838	GENERAL OFFENSE
Mar-24-2021	20:20:19	396454	911 HANG UP CALL GO	REFER TO OTHER AGENCY - PD R		Yes	2021-396454	GENERAL OFFENSE REFER
Mar-14-2021	22:39:34	344023	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-344023	GENERAL OFFENSE
Mar-30-2021	16:06:35	427013	911 HANG UP CALL GO	CANCELLED BY COMPLAINANT X		Yes	2021-427013	CANCELLED
Mar-07-2021	09:14:31	304076	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-304076	GENERAL OFFENSE
Mar-22-2021	16:28:29	384433	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-384433	GENERAL OFFENSE
Mar-23-2021	09:49:36	387972	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-387972	GENERAL OFFENSE
Mar-17-2021	15:34:57	359040	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-359040	GENERAL OFFENSE CANCELLED
Mar-15-2021	07:50:52	345134	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-345134	CANCELLED
Mar-29-2021	02:36:48	417273	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-417273	CLOSED CAD CALL
Mar-03-2021	05:27:51	283161	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-283161	CLOSED CAD CALL
Mar-31-2021	02:54:27	429044	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-429044	CLOSED CAD CALL
Mar-20-2021	18:30:37	374680	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		es	2021-374680	CANCELLED
Mar-06-2021	10:23:52	299963	ALARM - BURGLAR	ALARM FALSE FAULT CC		es	2021-299963	CLOSED CAD CALL
Mar-25-2021	19:40:52	401529	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		es	2021-401529	CANCELLED
Mar-26-2021	06:14:45	402695	ALARM - BURGLAR	ALARM FALSE NO FAULT CC		es	2021-402695	CLOSED CAD CALL
Mar-27-2021	10:04:45	409518	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		es	2021-409518	CANCELLED

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For User: 665354

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PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Forwarded	Report #	Cleared By
Mar-26-2021	13:48:45	405102	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-405102	CLOSED CAD CALL
Mar-21-2021	12:48:34	378049	ALARM - BURGLAR	ALARM FALSE NO FAULT CC		Yes	2021-378049	CLOSED CAD CALL
Mar-20-2021	13:11:41	373073	ATTEMPT LOCATE PERSON - VEHICLE GO	SEE OFFICER G		Yes	2021-373073	GENERAL OFFENSE
Mar-24-2021	12:18:35	394298	BURGLARY OR ATTEMPTED BURGLARY	SEE OFFICER G		Yes	2021-394298	GENERAL OFFENSE
Mar-25-2021	13:23:30	399754	CHILD CUSTODY INVESTIGATION	SEE OFFICER G		Yes	2021-399754	GENERAL OFFENSE
Mar-04-2021	11:08:48	290479	CHILDLINE	REFER TO OTHER AGENCY - PD R		Yes	2021-290479	REFER
Mar-04-2021	11:15:58	290518	CHILDLINE	REFER TO OTHER AGENCY - PD R		Yes	2021-290518	REFER
Mar-22-2021	10:30:38	382468	DOG LAW VIOLATION	SEE OFFICER G		Yes	2021-382468	GENERAL OFFENSE
Mar-29-2021	19:02:44	421907	DOMESTIC - INACTIVE	DOMESTIC - OTHER GO		es	2021-421907	GENERAL OFFENSE
Mar-07-2021	20:07:42	306427	DOMESTIC - INACTIVE	SEE OFFICER GO		es	2021-306427	GENERAL OFFENSE
Mar-27-2021	11:30:05	409922	DOMESTIC SECURITY CHECK CC	DOMESTIC SECURITY CHECK CC		es	2021-409922	CLOSED CAD CALL
Mar-17-2021	08:33:44	356440	DOMESTIC SECURITY CHECK CC	DOMESTIC SECURITY CHECK CC		es	2021-356440	CLOSED CAD CALL
Mar-26-2021	07:08:44	402970	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		es	2021-402970	CLOSED CAD CALL
Mar-26-2021	07:27:49	403041	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		es	2021-403041	CLOSED CAD CALL
Mar-23-2021	17:18:17	390702	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		es	2021-390702	CLOSED CAD CALL
Mar-28-2021	16:53:07	415850	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		es	2021-415850	CLOSED CAD CALL
Mar-29-2021	08:34:42	418306	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		es	2021-418306	CLOSED CAD CALL

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For User: 665354

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PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Forwarded	Report #	Closed By
Mar-08-2021	11:02:21	309026	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-309026	CLOSED CAD CALL
Mar-08-2021	13:07:56	309678	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-309678	CLOSED CAD CALL
Mar-30-2021	20:45:39	428307	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-428307	CLOSED CAD CALL
Mar-23-2021	11:28:58	388663	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-388663	CLOSED CAD CALL
Mar-02-2021	06:43:16	278061	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-278061	CLOSED CAD CALL
Mar-13-2021	18:48:31	338895	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-338895	CLOSED CAD CALL
Mar-01-2021	17:48:05	276156	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-276156	CLOSED CAD CALL
Mar-09-2021	10:17:44	314462	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-314462	CLOSED CAD CALL
Mar-13-2021	19:01:57	338948	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-338948	CLOSED CAD CALL
Mar-10-2021	09:49:28	319861	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-319861	CLOSED CAD CALL
Mar-10-2021	11:00:35	320409	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-320409	CLOSED CAD CALL
Mar-01-2021	09:35:19	273634	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-273634	CLOSED CAD CALL

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PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Forwarded	Report #	Closed By
Mar-23-2021	10:50:38	388408	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-388408	CLOSED CAD CALL
Mar-01-2021	08:33:30	273300	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-273300	CLOSED CAD CALL
Mar-01-2021	08:19:35	273234	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-273234	CLOSED CAD CALL
Mar-17-2021	18:35:47	359423	FOUND ITEM GO	CANCELLED BY COMPLAINT X		Yes	2021-359423	CANCELLED
Mar-16-2021	14:08:20	353209	HARASSMENT - COMM - STALK - OTHER	SEE OFFICER GC		Yes	2021-353209	GENERAL OFFENSE
Mar-29-2021	17:29:10	421497	IDENTITY THEFT	IDENTITY THEFT		Yes	2021-421497	GENERAL OFFENSE
Mar-31-2021	18:02:20	432547	IDENTITY THEFT	IDENTITY THEFT		Yes	2021-432547	GENERAL OFFENSE
Mar-04-2021	14:34:13	291406	IDENTITY THEFT	IDENTITY THEFT		Yes	2021-291406	GENERAL OFFENSE
Mar-25-2021	16:53:05	400827	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-400827	CLOSED CAD CALL
Mar-05-2021	07:39:51	294126	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-294126	CLOSED CAD CALL
Mar-13-2021	18:56:41	338930	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-338930	CLOSED CAD CALL
Mar-16-2021	08:43:26	351172	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-351172	CLOSED CAD CALL
Mar-10-2021	13:06:41	321232	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-321232	CLOSED CAD CALL
Mar-20-2021	17:10:29	374302	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-374302	CLOSED CAD CALL
Mar-29-2021	15:40:36	420864	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-420864	CLOSED CAD CALL

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For User: 665354

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PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Mar-05-2021	18:47:43	297424	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL		Yes	2021-297424	CLOSED CAD CALL
Mar-03-2021	16:33:02	286879	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL		Yes	2021-286879	CLOSED CAD CALL
Mar-26-2021	16:23:59	406010	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL		Yes	2021-406010	CLOSED CAD CALL
Mar-18-2021	18:03:32	364525	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL		Yes	2021-364525	CLOSED CAD CALL
Mar-23-2021	10:56:41	388458	MISSING PERSON	CANCELLED BY COMPLAINANT X		Yes	2021-388458	CANCELLED
Mar-11-2021	10:35:24	325969	MOTOR CARRIER SAFETY	MOTOR CARRIER SAFETY		Yes	2021-325969	CLOSED CAD CALL
Mar-23-2021	07:41:17	387105	MVC - HIT AND RUN, NO INJURIES	REFER TO OTHER AGENCY - PD R		Yes	2021-387105	REFER
Mar-19-2021	15:03:05	368227	MVC - INJURIES	MVC - INJURIES		Yes	2021-368227	TRACS CRASH REPORT
Mar-29-2021	13:47:31	420196	MVC - INJURIES	MVC - NON-REPORTABLE		Yes	2021-420196	TRACS CRASH REPORT
Mar-18-2021	15:29:27	364075	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-364075	TRACS CRASH REPORT
Mar-29-2021	18:04:47	421687	MVC - NON-REPORTABLE	MVC - DUI - ALCOHOL		Yes	2021-421687	GO & TRACS (CRASH WITH GO)
Mar-21-2021	10:59:56	377560	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-377560	TRACS CRASH REPORT
Mar-26-2021	08:02:50	403264	MVC - REPORTABLE, NO INJURIES	MVC - REPORTABLE, NO INJURIES		Yes	2021-403264	TRACS CRASH REPORT
Mar-26-2021	11:08:31	404223	MVC - REPORTABLE, NO INJURIES	MVC - NON-REPORTABLE		Yes	2021-404223	TRACS CRASH REPORT
Mar-14-2021	14:20:52	342344	PATROL CHECK CC	WELFARE CHECK GO		Yes	2021-342344	GENERAL OFFENSE
Mar-02-2021	08:23:56	278775	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-278775	CLOSED CAD CALL
Mar-12-2021	15:34:46	332959	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-332959	CLOSED CAD CALL
Mar-03-2021	09:48:11	284521	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-284521	CLOSED CAD CALL
Mar-26-2021	17:28:08	406352	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-406352	CLOSED CAD CALL

Printed On: Mon Apr 05 2021
For User: 665354



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Mar-30-2021	16:04:48	427002	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-427002	CLOSED CAD CALL
Mar-30-2021	16:59:05	427325	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-427325	CLOSED CAD CALL
Mar-01-2021	08:23:41	273262	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-273262	CLOSED CAD CALL
Mar-16-2021	07:15:56	350617	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-350617	CLOSED CAD CALL
Mar-08-2021	08:40:46	308172	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-308172	CLOSED CAD CALL
Mar-16-2021	07:30:19	350711	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-350711	CLOSED CAD CALL
Mar-21-2021	23:39:13	380493	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-380493	CLOSED CAD CALL
Mar-18-2021	20:13:27	364861	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-364861	CLOSED CAD CALL
Mar-20-2021	18:57:38	374806	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-374806	CLOSED CAD CALL
Mar-16-2021	09:29:42	351433	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-351433	CLOSED CAD CALL
Mar-16-2021	09:57:54	351624	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-351624	CLOSED CAD CALL
Mar-18-2021	10:59:41	352098	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-352098	CLOSED CAD CALL
Mar-13-2021	18:57:15	338932	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-338932	CLOSED CAD CALL
Mar-02-2021	10:38:59	279641	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-279641	CLOSED CAD CALL
Mar-26-2021	08:51:23	402776	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-402776	CLOSED CAD CALL
Mar-03-2021	08:31:47	284046	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-284046	CLOSED CAD CALL
Mar-12-2021	16:28:36	333261	PATROL CHECK CC	PATROL CHECK CC		Yes	2021-333261	CLOSED CAD CALL
Mar-29-2021	15:34:36	420827	REQUEST ASSIST - OTHER AGENCY GO	REQUEST ASSIST - OTHER AGENCY GO		Yes	2021-420827	GENERAL OFFENSE
Mar-29-2021	16:46:47	421246	REQUEST ASSIST - OTHER AGENCY GO	DEATH - NATURAL		Yes	2021-421246	GENERAL OFFENSE
Mar-29-2021	22:46:14	422677	REQUEST ASSIST - OTHER AGENCY GO	REQUEST ASSIST - OTHER AGENCY GO		Yes	2021-422677	GENERAL OFFENSE
Mar-22-2021	07:56:22	381457	REQUEST ASSIST - OTHER AGENCY GO	REQUEST ASSIST - OTHER AGENCY GO		Yes	2021-381457	GENERAL OFFENSE
Mar-18-2021	19:50:15	364789	REQUEST ASSIST - OTHER AGENCY GO	TRAF VIOL-DUI DRUG		Yes	2021-364789	GENERAL OFFENSE

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PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Mar-16-2021	09:03:54	351287	REQUEST ASSIST - OTHER AGENCY GO	REQUEST ASSIST - OTHER AGENCY GO		Yes	2021-351287	GENERAL OFFENSE
Mar-12-2021	15:01:28	332792	REQUEST ASSIST - OTHER AGENCY GO	PUBLIC DRUNK		Yes	2021-332792	GO & TRACS (CRASH WITH GO) CANCELLED
Mar-23-2021	10:31:18	388270	REQUEST ASSIST - LOCAL PD GO	CANCELLED BY COMPLAINANT X		Yes	2021-388270	CANCELLED
Mar-27-2021	13:07:25	410390	REQUEST ASSIST - LOCAL PD GO	REQUEST ASSIST - LOCAL PD GO		Yes	2021-410390	GENERAL OFFENSE
Mar-24-2021	17:17:14	395769	ROAD CONDITIONS - ALERT CONDITION W CC	ROAD CONDITIONS - ALERT CONDITION W CC		Yes	2021-395769	CLOSED CAD CALL
Mar-16-2021	03:58:24	350027	VEHICLE REPOSESSION CC	VEHICLE REPOSESSION CC		Yes	2021-350027	CLOSED CAD CALL
Mar-20-2021	20:12:11	375111	ROAD HAZARD - ANIMAL - DEBRIS CC	REFER TO OTHER AGENCY - PD R		Yes	2021-375111	REFER
Mar-09-2021	06:17:12	312819	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		Yes	2021-312819	CLOSED CAD CALL
Mar-11-2021	09:50:48	325683	ROAD HAZARD - ANIMAL - DEBRIS CC	REFER TO OTHER AGENCY - PD R		Yes	2021-325683	REFER
Mar-03-2021	11:05:17	285091	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		Yes	2021-285091	CLOSED CAD CALL
Mar-18-2021	22:18:46	365129	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		Yes	2021-365129	CLOSED CAD CALL
Mar-11-2021	20:38:19	328812	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		Yes	2021-328812	CLOSED CAD CALL
Mar-11-2021	19:59:28	328676	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		Yes	2021-328676	CLOSED CAD CALL
Mar-27-2021	19:45:27	412286	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		Yes	2021-412286	CLOSED CAD CALL
Mar-05-2021	14:16:43	296170	SEE OFFICER GO	SEE OFFICER GO			2021-296170	GENERAL OFFENSE
Mar-28-2021	16:06:07	415702	SEE OFFICER GO	SEE OFFICER GO			2021-415702	GENERAL OFFENSE
Mar-04-2021	21:10:13	292865	SEE OFFICER GO	SEE OFFICER GO			2021-292865	GENERAL OFFENSE
Mar-05-2021	15:47:48	296705	SEE OFFICER GO	SEE OFFICER GO			2021-296705	GENERAL OFFENSE

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Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Mar-19-2021	10:50:19	367087	SEE OFFICER GO	IDENTITY THEFT		Yes	2021-367087	GENERAL OFFENSE
Mar-22-2021	15:37:37	384168	SEE OFFICER GO	SEE OFFICER GO		Yes	2021-384168	GENERAL OFFENSE
Mar-10-2021	12:17:41	320928	SEE OFFICER GO	SEE OFFICER GO		Yes	2021-320928	GENERAL OFFENSE
Mar-12-2021	12:16:28	331983	SEE OFFICER GO	SEE OFFICER GO		Yes	2021-331983	GENERAL OFFENSE
Mar-11-2021	11:08:25	326159	SEE OFFICER GO	REQUEST ASSIST - OTHER AGENCY GO		Yes	2021-326159	GENERAL OFFENSE
Mar-02-2021	11:35:52	280043	SHOTS FIRED IN AREA	DISTURBANCE/NOISE COMPLAINT GO		Yes	2021-280043	GENERAL OFFENSE
Mar-18-2021	00:11:49	361561	SUICIDE - ATTEMPT OR THREAT	SUICIDE - ATTEMPT OR THREAT		Yes	2021-361561	GENERAL OFFENSE
Mar-17-2021	12:32:20	358031	SUSPICIOUS PERSON GO	PATROL CHECK CC		Yes	2021-358031	CLOSED CAD CALL
Mar-19-2021	23:14:35	370530	SUSPICIOUS PERSON GO	SEE OFFICER GO		Yes	2021-370530	GENERAL OFFENSE
Mar-10-2021	09:23:15	319690	THEFT	THEFT		Yes	2021-319690	GENERAL OFFENSE
Mar-18-2021	11:30:18	363299	THEFT	THEFT - FRAUD/FORGERY		Yes	2021-363299	GENERAL OFFENSE
Mar-25-2021	14:17:56	399975	TRAFFIC CONTROL CC	TRAFFIC CONTROL CC		Yes	2021-399975	CLOSED CAD CALL
Mar-30-2021	14:05:36	426248	TRAFFIC VIOLATION - OTHER CC	TRAFFIC VIOLATION - OTHER CC		Yes	2021-426248	CLOSED CAD CALL
Mar-15-2021	17:51:16	348428	TRAFFIC VIOLATION - OTHER CC	TRAFFIC VIOLATION - OTHER CC		Yes	2021-348428	CLOSED CAD CALL
Mar-17-2021	16:33:18	359398	TRAFFIC VIOLATION - OTHER CC	TRAFFIC VIOLATION - OTHER CC		Yes	2021-359398	CLOSED CAD CALL
Mar-19-2021	16:57:49	368856	TRAFFIC VIOLATION - OTHER CC	TRAFFIC VIOLATION - OTHER CC		Yes	2021-368856	CLOSED CAD CALL
Mar-18-2021	13:37:20	363684	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-363684	TRAFFIC CITATION
Mar-11-2021	22:52:43	329165	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-329165	WARNING (TRAFFIC STOP)
Mar-23-2021	21:52:59	391808	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-391808	WARNING (TRAFFIC STOP)
Mar-05-2021	18:39:34	297396	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-297396	WARNING (TRAFFIC STOP) CITATION

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Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Mar-25-2021	15:51:34	400474	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-400474	TRAFFIC CITATION
Mar-09-2021	16:35:34	316640	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-316640	TRAFFIC CITATION
Mar-08-2021	17:11:34	310974	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-310974	TRAFFIC CITATION
Mar-12-2021	17:23:50	333547	TRAFFIC STOP CC	DRUG - POSSESSION		Yes	2021-333547	GENERAL OFFENSE
Mar-19-2021	17:38:51	369051	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-369051	WARNING (TRAFFIC STOP)
Mar-26-2021	07:00:39	402804	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-402804	WARNING (TRAFFIC STOP)
Mar-07-2021	10:41:47	304353	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-304353	TRAFFIC CITATION
Mar-26-2021	07:19:42	403010	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-403010	WARNING (TRAFFIC STOP)
Mar-08-2021	13:58:47	309962	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-309962	WARNING (TRAFFIC STOP)
Mar-08-2021	08:59:26	308281	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-308281	WARNING (TRAFFIC STOP)
Mar-16-2021	08:43:15	351148	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-351148	TRAFFIC CITATION
Mar-03-2021	10:00:50	284619	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-284619	WARNING (TRAFFIC STOP)
Mar-22-2021	07:13:17	381276	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-381276	TRAFFIC CITATION
Mar-14-2021	11:29:40	341615	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-341615	TRAFFIC CITATION
Mar-11-2021	09:52:35	325680	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-325680	TRAFFIC CITATION
Mar-15-2021	10:18:40	346007	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-346007	TRAFFIC CITATION
Mar-28-2021	23:10:02	407776	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-407776	TRAFFIC CITATION
Mar-10-2021	15:43:00	321996	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-321996	WARNING (TRAFFIC STOP)
Mar-03-2021	08:48:45	284143	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-284143	TRAFFIC CITATION
Mar-27-2021	13:01:55	410366	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-410366	WARNING (TRAFFIC STOP)
Mar-14-2021	13:30:08	342150	TRAFFIC STOP CC	CANCELLED BY COMPLAINANT X		Yes	2021-342150	CANCELLED

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PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Mar-10-2021	21:59:53	323713	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-323713	TRAFFIC CITATION
Mar-28-2021	08:41:27	414434	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-414434	WARNING (TRAFFIC STOP)
Mar-03-2021	08:44:18	284117	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-284117	TRAFFIC CITATION
Mar-11-2021	10:42:44	326019	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-326019	WARNING (TRAFFIC STOP)
Mar-14-2021	10:43:08	341405	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-341405	TRAFFIC CITATION
Mar-14-2021	10:19:18	341299	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-341299	TRAFFIC CITATION
Mar-02-2021	12:26:50	280292	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-280292	TRAFFIC CITATION
Mar-14-2021	08:29:57	340996	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-340996	TRAFFIC CITATION
Mar-14-2021	08:14:22	340953	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-340953	TRAFFIC CITATION
Mar-14-2021	08:05:16	340929	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-340929	TRAFFIC CITATION
Mar-14-2021	07:56:59	340863	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-340863	TRAFFIC CITATION
Mar-10-2021	23:44:01	323942	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-323942	TRAFFIC CITATION
Mar-02-2021	08:56:49	278948	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-278948	WARNING (TRAFFIC STOP)
Mar-11-2021	09:19:38	325491	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-325491	TRAFFIC CITATION
Mar-20-2021	18:29:02	374666	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-374666	TRAFFIC CITATION
Mar-30-2021	10:30:30	424985	VEHICLE FRAUD INSPECTION/INVEST	VEHICLE FRAUD INSPECTION/INVE: IGATION		Yes	2021-424985	GENERAL OFFENSE
Mar-06-2021	10:48:17	300079	WELFARE CHECK GO	DEATH - NATURA		Yes	2021-300079	GENERAL OFFENSE
Mar-17-2021	19:56:29	360467	WELFARE CHECK GO	WELFARE CHECK GO		Yes	2021-360467	GENERAL OFFENSE
Mar-18-2021	23:26:14	365295	WELFARE CHECK GO	WELFARE CHECK GO		Yes	2021-365295	CLOSED CAD CALL
Mar-16-2021	15:15:32	353570	WELFARE CHECK GO	DEATH - NATURA		Yes	2021-353570	PAPER REPORT
Mar-13-2021	11:58:42	337015	WELFARE CHECK GO	PATROL CHECK CC		Yes	2021-337015	CLOSED CAD CALL
Mar-22-2021	15:53:58	384261	WELFARE CHECK GO	WELFARE CHECK GO		Yes	2021-384261	GENERAL OFFENSE

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**WORCESTER TOWNSHIP BOARD OF SUPERVISORS WORK SESSION
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, MARCH 17, 2021 – 6:30 PM**

CALL TO ORDER by Chair DeLello at 6:30 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT:	RICK DELELLO	[X]
	LOU BETZ	[X]
	STEVE QUIGLEY	[X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced this evening's Work Session was being recorded for rebroadcast.
- Mr. Ryan announced the Board of Supervisors will meet in Executive Session after this evening's Work Session meeting and/or before this evening's Business Meeting to discuss three matters of litigation – (1) Zoning Hearing Board Application 2021-01, Berg; (2) North Grange LLC v. Worcester Township Zoning Hearing Board and Worcester Township, Montgomery County Court of Common Pleas Docket No. 2020-15258; and, (3) the municipal cure project as was set forth at the January 20 Business Meeting. Mr. Ryan noted a decision is expected to be made at this evening's Business Meeting on one matter only, Zoning Hearing Board Application 2021-01, Berg.

PUBLIC COMMENT

- Jim Mollick, Worcester, commented on the current inventory of land in the Township available for purchase, two proposed development plans at the Palmer property and the amount of open space shown on each plan, the timing of a potential open space referendum, tax increase impact on Township residents, and current investigations regarding open space acquisitions in past years.

PRESENTATIONS

open space referendum – Wini Hayes, Worcester, presented information regarding a potential open space referendum.

Ms. Hayes commented on Township farming history, notable natural features in the community, benefits of preserved open space, existing and proposed trails, open space acquisitions in past years, and the referendum process in Pennsylvania.

Burt Hynes, Worcester, presented information regarding a potential open space referendum.

Mr. Hynes commented on the timing of a potential open space referendum, Comprehensive Plan Update survey results, the community's changing landscapes, past and current land uses throughout the Township, open space referendum status throughout the region, referendum in a local election year, and open space referendum revenue yields in other municipalities.

Chair DeLello commented on currently-held open space and capital reserve funds, and voter turnout in municipal election years. Supervisor Quigley noted current investigations regarding open space acquisitions in past years.

OTHER BUSINESS

- There was no other business considered at this evening's meeting.

PUBLIC COMMENT

- Dr. Mollick commented on park maintenance and police service expenses.

ADJOURNMENT

There being no further business brought before the Board, Chair DeLello adjourned the Work Session at 7:20 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, MARCH 17, 2021 – 7:30 PM**

CALL TO ORDER by Chair DeLello at 7:35 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: RICK DELELLO [X]
LOU BETZ [X]
STEVE QUIGLEY [X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced this evening's Business Meeting was being recorded for rebroadcast.
- Mr. Ryan announced the Board of Supervisors met in Executive Session prior to this evening's meeting to discuss three matters of litigation – (1) Zoning Hearing Board Application 2021-01, Berg; (2) North Grange LLC v. Worcester Township Zoning Hearing Board and Worcester Township, Montgomery County Court of Common Pleas Docket No. 2020-15258; and, (3) the municipal cure project as was set forth at the January 20 Business Meeting. Mr. Ryan noted a decision is expected to be made at this evening's meeting on one matter only, Zoning Hearing Board Application 2021-01, Berg.

PUBLIC COMMENT

- Wini Hayes, Worcester, commented on a potential open space referendum and police services.
- Jim Mollick, Worcester, commented on the former Township Solicitor, Executive Session announcements, the timing of a potential open space referendum, and development history of the Center Square Golf Course.
- Burt Hynes, Worcester, commented on the timing of a potential open space referendum.

OFFICIAL ACTION ITEMS

- a) Consent Agenda – Chair DeLello asked if any Member wished to remove an item from the consent agenda. There were no requests to remove an item from the consent agenda.

Chair DeLello made a motion to approve a consent agenda that includes (a) the Treasurer's Report and other Monthly Reports for February 2021, (b) bill payment for February 2021 in the amount of \$330,808.82, and, (c) the February 17, 2021 Business Meeting minutes. The motion was seconded by Supervisor Betz.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- b) Public Hearing – At 7:48pm Chair DeLello opened a Public Hearing to consider Ordinance 2021-283, to approve a Franchise Agreement with Verizon.

A court reporter was in attendance to transcribe the proceedings.

At 7:49pm Chair DeLello closed the Public Hearing.

- c) Ordinance 2021-283 – The proposed ordinance was not considered, as this Public Hearing was continued to the April 21 Business Meeting.
- d) Kriebel Mill Road – Supervisor Quigley provided an overview of safety and flooding concerns in the vicinity of the Kriebel Mill Road closure. Supervisor Quigley commented on pedestrian traffic, emergency vehicle accessibility, and school bus circulation at this location.

Chair DeLello commented on roadway and crossing conditions at this location. Supervisor Quigley commented on the possible development of trail and passive recreational facilities in this area. Supervisor Betz commented on large vehicle circulation concerns at this location. Mr. Ryan and Joe Nolan, Township Engineer, were directed to review these issues.

Jim Garrity, Counsel for John Harris, abutting property owner, commented on improvement costs, and on the possible development of trail and passive recreational facilities in this area.

John DeBiasio, Worcester, commented on large vehicle circulation and safety concerns at this location.

- e) Proclamation 2021-01 – Mr. Ryan provided an overview of a proclamation to recognize April 2021 as Pennsylvania 811 Safe Digging Month.

Supervisor Betz made a motion to approve Proclamation 2021-01, to recognize April 2021 as Pennsylvania 811 Safe Digging Month. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- f) motion – Carl Weiner, Counsel for the Owner, provided an overview of request for a three-year extension to the plan approval status for Stony Creek Village, a commercial development at Township Line Road and North Wales Road. Mr. Weiner commented on the market for office, retail and restaurant uses, and the pandemic’s impact to non-residential development in the region.

Supervisor Betz made a motion to approve a three-year extension to the plan approval status, to July 1, 2024, for Stony Creek Village, a commercial development at Township Line Road and North Wales Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- g) Settlement Stipulation – Mr. Brant provided an overview of a proposed assessment appeal Settlement Stipulation for a property at Deer Creek Road.

Supervisor Betz made a motion to approve a Settlement Stipulation for Christian N. & Ann M. Bottcher v. Montgomery County Board of Assessment Appeals, et al, Montgomery County Court of Common Pleas Docket No. 2020-19083. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- h) Settlement Stipulation – Mr. Brant provided an overview of a proposed assessment appeal Settlement Stipulation for a property at Hillside Circle.

Supervisor Betz made a motion to approve a Settlement Stipulation for Nicola Stepanian v. Montgomery County Board of Assessment Appeals, et al, Montgomery County Court of Common Pleas Docket No. 2020-15846. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- i) Settlement Stipulation – Mr. Brant provided an overview of a proposed assessment appeal Settlement Stipulation for a property at Little Creek Lane.

Supervisor Betz made a motion to approve a Settlement Stipulation for Richard & Debra Diener v. Montgomery County Board of Assessment Appeals, et al, Montgomery County Court of Common Pleas Docket No. 2019-23989. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- j) ratification of hire – Supervisor Betz made a motion to ratify the hire of Stephanie MacInnes, Codes Clerk, a full-time employee. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- k) appointment – Supervisor Betz made a motion to appoint Tommy Ryan to the position of Zoning Officer. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- l) authorization – Chair DeLello made a motion to authorize the Township Solicitor to attend the Zoning Hearing Board meeting for Zoning Hearing Board Application 2021-01, Berg. The motion was seconded by Supervisor Betz.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

- There was no other business discussed at this evening's meeting.

PUBLIC COMMENT

- Dr. Mollick commented on the closure of Kriebel Mill Road, emergency vehicle access at this portion of Kriebel Mill Road, and public access to properties preserved with Township funds.

ADJOURNMENT

There being no further business brought before the Board, Chair DeLello adjourned the Business Meeting at 8:31 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

DRAFT

2021-283 - Verizon Franchise Agreement		
2/25/21	BB approval of proposed agreement	BB
2/25/21	BB approval of draft ordinance	BB
2/26/21	ordinance sent to MCLL	TR
2/26/21	ordinance sent to Times Herald	TR
2/26/21	draft legal ad and schedule to BB	TR
3/1/21	legal ad & schedule approved by BB	BB
3/1/21	ordinance placed in lobby	TR
3/4/21	legal ad #1 published	TR
3/4/21	ordinance posted to website	TR
3/17/21	BoS hearing - continued	
3/18/21	ordinance placed in lobby	TR
3/23/21	ordinance posted to website	SC
3/23/21	ordinance sent to MCLL	TR
3/23/21	ordinance sent to Times Herald	TR
4/1/21	legal ad #1 published	TR
4/21/21	BoS hearing	
4/22/21	send to General Code via ezSupp	TR
4/22/21	send PDF to BB	TR
4/22/21	update ordinance list	MM
4/22/21	update ordinance book	MM
4/22/21	send executed copy to Verizon	TR

agenda item b)

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE 2021-283

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CABLE FRANCHISE
AGREEMENT GRANTING A NONEXCLUSIVE FRANCHISE TO VERIZON PENNSYLVANIA,
INC. TO CONSTRUCT, INSTALL, MAINTAIN, EXTEND AND OPERATE A CABLE
COMMUNICATION SYSTEM IN THE TOWNSHIP**

WHEREAS, Worcester Township (hereinafter "Township") wishes to grant Verizon Pennsylvania LLC, (hereinafter "Verizon") a nonexclusive franchise to construct, install, maintain, extend and operate a cable communication system (hereinafter "Cable Franchise") in the Township, per Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §521 et. seq.; and,

WHEREAS, the Township and Verizon have reached agreement (hereinafter "Cable Franchise Agreement" or "Agreement") as to the terms and conditions of said franchise providing for a term of five (5) years absent notice of renewal proceedings or termination as set forth in the Agreement attached hereto as Exhibit A;

NOW, THEREFORE, the Township hereby enacts and ordains as follows:

Section 1. The Township hereby authorizes the execution of a Cable Franchise Agreement with Verizon to construct, install, maintain, extend and operate a cable system, the specific terms of which, agreeable to both parties, are memorialized in said Agreement, incorporated herein by reference.

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

Section 3. Any prior Ordinances and/or Resolutions granting a franchise in favor of Verizon or its predecessors in interest are hereby repealed insofar as the same impacts this Ordinance and the Agreement authorized herein.

Section 4. This Ordinance shall become effective immediately upon its adoption.

ENACTED AND ORDAINED by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 21st day of April, 2021.

FOR WORCESTER TOWNSHIP

By: _____
Richard DeLello, Chair
Board of Supervisors

Attest: _____
Tommy Ryan, Secretary

Exhibit A

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CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

TOWNSHIP OF WORCESTER

AND

VERIZON PENNSYLVANIA LLC

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE
EXHIBIT B – CUSTOMER SERVICE STANDARDS

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the TOWNSHIP OF WORCESTER, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the "Local Franchising Authority" or "LFA") and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" and LFA is a "local franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5)), (10)) and the LFA is authorized to grant one or more nonexclusive cable franchises pursuant to applicable law;

WHEREAS, the LFA granted to Franchisee effective as of April 19, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the "Initial Franchise");

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

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

WHEREAS, the LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Service Area;

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

WHEREAS, the LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest and applicable state law.

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NOW, THEREFORE, in consideration of LFA's grant of a renewal franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Franchise/Service Area of LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

I. DEFINITIONS

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

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

1.2 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals required by this Franchisee

1.3 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.4 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Franchisee's 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 Service Area. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Service Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.5 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

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

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

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

1.9 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual

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weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Franchisee is not primarily responsible, fire, flood, pandemics, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

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

1.12 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue includes:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;

- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.12.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;
- (18) regional sports programming fees;
- (19) late payment fees;
- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the LFA; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barbers, services, or other items of value consistent with Section 1.12.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.12(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. Franchisee has 100 Subscribers in LFA, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to LFA from Ad "A" is 10% of Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is 20% of Franchisee's revenue therefrom.

Gross Revenue shall not include:

- 1.12.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;
- 1.12.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;
- 1.12.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.12.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards, or orders;

1.12.5 Any revenue of Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

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

1.12.7 The sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

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

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

1.12.10 Sales of capital assets or sales of surplus equipment;

1.12.11 Program launch fees; or

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

1.13 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

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

1.15 *Local Franchise Authority (LFA)*: The Township of Worcester or the lawful successor, transferee, or assignee thereof.

1.16 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.17 *Normal Operating Conditions*: Those service conditions that are within the control of Franchisee. Those conditions that are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

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

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

1.20 *Service Area*: All portions of the Franchise Area where Cable Service is being offered.

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

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

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

1.24 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.25 *Title II*: Title II of the Communications Act, Common Carriers, as amended, under which Franchisee has upgraded its network with the FTTP Network.

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

1.27 *Transfer of the Franchise*:

Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon six (6) months' written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements:*

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

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

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

(a) commencing franchise renewal proceedings in accordance with Section 626 of the Communications Act, 47 U.S.C. § 546, with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

(b) terminating the Franchise within two (2) years from notice to the LFA;

(c) if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) submitting the matter to mediation by a mutually-acceptable mediator.

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

1.27.1 Any transaction in which:

1.27.1.1 an ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Franchisee is transferred; or

1.27.1.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.27.2 However, notwithstanding subsections 1.27.1.1 and 1.27.1.2, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action that is the result of a merger of the parent of Franchisee; or any action that is the result of a merger of another Affiliate of Franchisee.

1.28 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.29 *Video Service Provider or VSP:* Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Communications Act, LFA hereby grants Franchisee the right to own, construct, operate, and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *LFA Does Not Regulate Telecommunications:* LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3 *Term:* This Franchise shall become effective on April 18, 2021 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Franchise or revoked as provided herein.

2.4 *Termination Generally:* If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the

2.7 *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8 *No Waiver:*

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

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

2.9 *Construction of Agreement:*

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

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

2.9.3 Should any change to state law have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on Franchisee of the material alteration. Any modification to this Franchise shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of LFA. However, if LFA exercises its reasonable, necessary, and lawful police power rights and such exercise results in any alteration of the material terms and material conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects of LFA's exercise of its police power rights on Franchisee. If the parties cannot reach agreement on how to ameliorate the negative effects of LFA's exercise of its police power rights, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551,

and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

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

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, all residential dwelling units that are within one hundred twenty-five (125) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred twenty-five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the LFA pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

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

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

4. **SYSTEM OPERATION**

4.1 The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of LFA over such Telecommunications Facilities is restricted by federal and state law, and LFA does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations. All construction, operation, and maintenance of the FTTP Network within the Franchise area by Franchisee, its employees, agents, or successors and assigns, shall be performed in a workmanlike manner and in accordance with the standards in the industry.

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5. **SYSTEM FACILITIES**

5.1 *Technical Requirements:* Franchisee shall operate, maintain, construct, and extend the Cable System so as to provide high quality signals and reliable delivery of Cable Services for all cable programming services throughout the LFA. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

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

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

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

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

5.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

6. **EG SERVICES**

6.1 *EG Set Aside: Interconnection*

6.1.1 In order to ensure universal availability of Educational and Government programming, Franchisee shall provide capacity on its Basic Service Tier for one (1) dedicated Channel for Educational Access and one (1) dedicated Channel for Government Access (collectively, "EG Channels") for exclusive use by LFA and/or its designee. LFA shall comply with the law regarding the non-commercial use of the EG Channels.

6.1.2 LFA reserves the right to obtain from Franchisee, upon one hundred eighty (180) days' written notice, one (1) Educational Access Channel ("E Channel") for exclusive use by LFA and/or its designee. Such notification shall constitute authorization to Franchisee to transmit such programming within and without LFA's jurisdictional boundaries. Such written notice also shall include an operation plan providing sufficient information about the administration, programming, and operation of the requested E Channel. Notwithstanding the foregoing, any operation plan shall provide for the cablecast of any E Channel for a period of not less than eight (8) continuous hours of original programming per calendar week for not less than four (4) such consecutive weeks.

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6.1.3 Franchisee shall, at its own discretion, assign the EG Channel numbers to the extent such channel number assignments do not interfere with Franchisee's existing or planned channel line-up and contractual obligations, provided it is understood that Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. The EG Channels shall be used for community programming related to Educational and/or Governmental activities. LFA shall have complete control over the content, scheduling, and administration of the EG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by LFA, Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval by LFA, which notice shall not be unreasonably withheld, delayed or conditioned, until such time as LFA elects to utilize the EG Channel for its intended purpose. In the event that LFA decides to exercise its right to use EG capacity, LFA shall provide Franchisee with ninety (90) days' prior written notice of such request.

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

6.1.5 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee shall initiate interconnection negotiations with the existing cable operator(s) to cablecast, on a live basis, any Educational and/or Government Access programming consistent with this Agreement. Interconnection may be accomplished by direct cable, microwave link, satellite, or other reasonable method of connection. If interconnection is pursued, Franchisee shall negotiate in good faith with the existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms, and conditions. If interconnection is pursued, LFA shall support and encourage good faith negotiations between Franchisee and the existing cable operator(s) for interconnection of the existing cable operator(s)' cable system(s) in the Service Area with the Cable System on reasonable terms and conditions. Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement.

6.1.6 If the procedures of Section 6.1.5 are pursued but do not result in interconnection of Franchisee's Cable System with the existing cable operator(s) for purposes

of providing EG Channels, no earlier than one hundred eighty (180) days after the request for activation of the EG Channel(s) by LFA, LFA may require Franchisee to provide a video link, without charge to LFA, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting EG Channel programming; provided, however, that Franchisee shall not be obligated to provide LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

6.1.7 *EG Channel Relocation.* If the LFA relocates the location where its EG Channel programming originates from the location set forth in Section 6.1.2. or after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming, the LFA shall reimburse the Franchisee for any costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator.

6.1.8 *Indemnity for EG.* LFA shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of a EG facility or Channel. LFA shall establish rules and regulations for use of EG facilities, consistent with, and as required by, 47 U.S.C. § 531.

6.1.9 *Recovery of Costs:* To the extent permitted by federal law, Franchisee shall be allowed to recover any costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

7. FRANCHISE FEES

7.1 *Payment to LFA:* Franchisee shall pay to LFA a franchise fee of five percent (5%) of annual Gross Revenue; provided however, if the LFA issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee, then the percentage of the Franchisee's franchise fee payments shall be reduced to match such lower percentage over that same time period. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest

shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

7.2 *Supporting Information:* Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

7.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be four (4) years from the date on which payment by Franchisee is due.

7.4 *Audits:*

7.4.1 LFA may conduct an audit related to the franchise fee payments required under this Agreement no more than once every three (3) years during the term. Any audit shall be initiated through written notice to Franchisee by LFA, and LFA or any auditor employed by LFA shall submit its complete request for records within thirty (30) days of LFA providing written notice of an audit. Subject to the confidentiality provisions of Section 9.1, and execution of a non-disclosure agreement with the LFA or an auditor employed by LFA, all records necessary for an audit shall be made available by Franchisee to LFA or its auditor for inspection at an office of Franchisee.

7.4.2 Any such audit conducted by LFA or auditor employed by the LFA shall be completed in an expeditious and timely manner. If upon completion of the audit, LFA does not make a claim for additional payments, then LFA shall provide Franchisee with written documentation of closure of the audit. LFA's claim for additional franchise fee payments or its written notice of the audit closure shall be provided to Franchisee within ninety (90) days from the date on which the LFA or auditor inspects the records requested in accordance subsection 7.4.1, above, or by such other date as is mutually agreed to by the parties.

7.4.3 If the results of an audit indicate an overpayment or underpayment of franchise fees as indicated in a report to be provided by the LFA or auditor to Franchisee, the parties agree that such overpayment or underpayment shall be returned to the proper party within sixty (60) days of written notice.

7.4.4 All audits must be conducted by an independent third party that is a Certified Public Accountant and who shall not be permitted to be compensated on a success based formula, e.g., payment based on an underpayment of fees, if any.

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

8. CUSTOMER SERVICE

8.1 Customer Service Requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

9. REPORTS AND RECORDS

9.1 *Open Books and Records:* Upon reasonable written notice to Franchisee and with no less than thirty (30) business days' written notice to Franchisee, LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that Franchisee may organize the necessary books and records for appropriate access by LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. Upon written request of LFA, Franchisee shall inform LFA as to the specific reason and basis of nondisclosure of specific information deemed to be proprietary or confidential in nature. LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2 *Records Required:* Franchisee shall at all times maintain:

9.2.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2 Records of Significant Outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended, and

10. INSURANCE AND INDEMNIFICATION

10.1 Insurance:

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

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

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

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

10.1.2 LFA shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability.

10.1.3 Upon receipt of notice from its insurer(s), Franchisee shall provide LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

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

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

10.2 Indemnification:

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend LFA, its officers, agents, boards, and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused in whole or in part by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that LFA shall give Franchisee written notice of LFA's request for indemnification within thirty (30) days of receipt of a claim or action pursuant to this subsection and within ten (10) days following service of legal process on LFA or its designated agent of any action related to this subsection. LFA agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing,

Franchisee shall not indemnify LFA for any damages, liability, or claims resulting from the willful misconduct or negligence of LFA, its officers, agents, employees, attorneys, consultants, independent contractors, or third parties or for any activity or function conducted by any Person other than Franchisee in connection with EAS or the distribution of any Cable Service over the Cable System.

10.2.1.1 Failure to indemnify LFA as required by section 10.2.1, subject to all of the provisos and requirements therein after Franchisee has been given notice and opportunity to cure and exercised all such rights thereto, shall constitute a default under the performance bond and LFA may recover the funds necessary for indemnification from the performance bond.

10.2.2 With respect to Franchisee's indemnity obligations set forth in subsection 10.2.1, Franchisee shall provide the defense of any claims brought against LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent LFA from cooperating with Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with LFA, Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of LFA, and LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify LFA shall in no event exceed the amount of such settlement.

10.2.3 LFA shall hold harmless and defend Franchisee from and against, and shall be responsible for damages, liability, or claims resulting from or arising out of, the willful misconduct or negligence of LFA to the extent permitted by law.

10.2.4 LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. Franchisee shall not be required to indemnify LFA for acts of LFA that constitute willful misconduct or negligence on the part of LFA, its officers, employees, agents, attorneys, consultants, independent contractors, or third parties.

11. TRANSFER OF FRANCHISE

11.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of LFA, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.27 above.

12. RENEWAL OF FRANCHISE

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

12.2 *Needs Assessments:* In addition to the procedures set forth in said Section 626 of the Communications Act, LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term, if such assessments are conducted. Such assessments shall be provided to Franchisee by LFA promptly so that Franchisee has adequate time to submit a proposal under Section 626 and complete renewal of the Franchise prior to expiration of its term.

12.3 *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and LFA agree that at any time during the term of the then-current Franchise, while affording the public appropriate notice and opportunity to comment, LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then-current Franchise, and LFA may grant a renewal thereof.

12.4 *Consistent Terms:* Franchisee and LFA consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1 *Notice of Violation:* If at any time LFA believes that Franchisee has not complied with the terms of the Franchise, LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

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

13.3 *Public Hearing:* In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if LFA seeks to continue its investigation into the alleged noncompliance, then LFA shall schedule a public hearing. LFA shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place, and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.4 *Enforcement:* Subject to applicable federal and state law, in the event LFA, after the public hearing set forth in Section 13.3, determines that Franchisee is in default of any provision of this Franchise, LFA may:

13.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

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

13.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 13.5.

13.5 *Revocation:* Should LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.3, LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. LFA shall cause to be served upon Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.5.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees, or consultants of LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to LFA in writing, and thereafter LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Franchisee. LFA shall also determine whether it will revoke the Franchise based on the information presented or, where applicable, grant additional time to Franchisee to effect any cure. If LFA determines that it will revoke the Franchise, LFA shall promptly provide Franchisee with a written determination setting forth LFA's reasoning for such revocation. Franchisee may appeal such written determination of LFA to an appropriate court, which shall have the power to review the decision of LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of LFA.

13.5.3 LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce LFA's rights under the Franchise in lieu of revocation of the Franchise.

14. MISCELLANEOUS PROVISIONS

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

manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed, or conditioned.

14.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of LFA.

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

14.4.1 Furthermore, the parties hereby agree that it is not LFA's intention to subject Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by LFA and/or Subscribers.

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

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

14.6.1 Notices to Franchisee shall be mailed to:

Douglas Sullivan
Mid Atlantic North Regional - Vice President
Verizon
900 Race Street
Philadelphia, Pennsylvania 19107

14.6.2 with a copy to:

Tonya Rutherford
Vice President and Deputy General Counsel
Verizon

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1300 I St NW
Suite 500 East
Washington, DC 20005

14.6.3 Notices to the LFA shall be mailed to:

Township of Worcester
1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

14.6.4 with a copy to:

Robert L. Brant, Esq.
Robert L. Brant & Associates, LLC
572 W. Main Street
PO Box 26865
Trappe, PA 19426

14.7 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and LFA and supersede all prior or contemporaneous agreements, representations, or understanding (written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.8 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

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

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

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

14.12 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

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

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

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

AGREED TO THIS 18TH DAY OF APRIL, 2021.

TOWNSHIP OF WORCESTER

By: _____
Name: _____
Title: _____

VERIZON PENNSYLVANIA LLC

By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

MUNICIPAL BUILDINGS POTENTIALLY ELIGIBLE FOR FREE CABLE SERVICE

Worcester Township Administration Building
1721 Valley Forge Road
P.O. Box 767
Worcester, Pennsylvania 19490

Worcester Township Community Hall
1031 Valley Forge Road
Worcester, Pennsylvania 19490

Worcester Township Fire Department
1721 Valley Forge Road
Worcester, Pennsylvania 19490

Worcester Township Maintenance Garage
1721 Valley Forge Road
Worcester, Pennsylvania 19490

Worcester Township Elementary School
3017 Skippack Pike
Worcester, Pennsylvania 19490

Methacton High School
1001 Kriebel Mill Road
Worcester, Pennsylvania 19490

EXHIBIT B

CUSTOMER SERVICE STANDARDS

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

DEFINITIONS

- A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.
- B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the LFA.
- C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

- A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the LFA and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.
- B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.
- C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

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

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

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

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall promptly notify the LFA of any Significant Outage of the Cable Service.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: CUSTOMER COMPLAINTS

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

SECTION 6: BILLING

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

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

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

(1) The Subscriber pays all undisputed charges;

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

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

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

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

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

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

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

SECTION 7: RATES, FEES, AND CHARGES

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

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

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

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

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

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

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

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

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

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

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

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

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

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

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

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

- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address, and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

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

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

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2021-15

**A RESOLUTION TO GRANT PRELIMINARY/FINAL
SUBDIVISION APPROVAL OF
2625 SKIPPACK PIKE MINOR SUBDIVISION PLAN**

WHEREAS, Bethel Development Associates, LP (hereinafter referred to as "Applicant") has submitted a Subdivision Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as 2625 Skippack Pike Minor Subdivision Plan. The Applicant is Bethel Development Associates, LP, owner of an approximate 195,202 square foot parcel of land located at 2625 Skippack Pike, Worcester Township, Montgomery County, Pennsylvania in the R-175 Residential Zoning District of the Township, being Tax Parcel No. 67-00-03262-001 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

WHEREAS, the Applicant proposes the subdivision of an existing 195,202 square foot parcel into two lots. Lot 1 will contain the existing dwelling on the property; Lot 2 is proposed to be a future building lot (the "Development"); and

WHEREAS, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 25, 2021; and

WHEREAS, the Preliminary/Final Plan for the proposed subdivision, prepared by Chambers Associates, Inc., titled, "2625 Skippack Pike Minor Subdivision Plan" consisting of one sheet, dated December 1, 2020, with latest revisions dated February 9, 2021, is now in a form suitable for Preliminary/Final Plan Approval (the "Plan(s)" or "Preliminary/Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

IT IS HEREBY RESOLVED by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Preliminary/Final Plan as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Preliminary/Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of February 23, 2021 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of December 23, 2020.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. letter of March 8, 2021 concerning Land Development Review and Waiver Request Review.
- D. Prior to recording of the Final Plan, Applicant shall purchase one EDU for Lot 2.
- E. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- F. The Applicant's obligation to install road frontage improvements pursuant to Section 130-16, sidewalks along all road frontages pursuant to Section 130-18.A, and curbing along all streets or road frontages pursuant to Section 130-18.B shall be deferred until such time as required by the Township. Future owners of each lot shall be responsible for the installation of the aforesaid improvements along their respective road frontages

when requested by Worcester Township, at no cost to Worcester Township.

- G. The Applicant's obligation to install landscaping on Lot 2 pursuant to Section 130-28 shall be deferred until the development of Lot 2.
- H. In conjunction with the application for a building permit for Lot 2, a full plot plan of Lot 2 shall be provided to the Township for review and approval by the Township Engineer; the plot plan shall depict the proposed location of the house, the grading of the lot, and all associated facilities, including utilities, landscaping, stormwater management facilities, and the access driveway. In addition, the Applicant for the Lot 2 building permit shall comply with all requirements of the Township Stormwater Management Ordinance. BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.
- I. The shared driveway for Lot 1 and Lot 2 shall be relocated to Lot 2 and constructed and aligned opposite to the entrance to The Reserve at Center Square, at the time Lot 2 is developed. The Plan shall be revised to reflect the relocation of the shared driveway with the new access easement located on Lot 2.
- J. An Easement Agreement, in form satisfactory to the Township Solicitor and Township Engineer regarding the 45 foot wide utility and access easement shall be recorded contemporaneously with Plan recording.
- K. A Sanitary Sewer Easement Agreement, in form satisfactory to the Township Solicitor and Township Engineer regarding the shared sewer lateral crossing through Lot 2 shall be recorded contemporaneously with Plan recording.

- L. Concrete monuments must be set prior to Plan recording, or an escrow shall be established to guarantee the monument placement.
- M. The Applicant shall provide to the Township for signature that number of Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- N. The Applicant shall provide a copy of the recorded Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- O. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- P. The Development shall be in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
- Q. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the Agreement shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- R. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
- S. Applicant understands that it will not be granted Township building or grading permits until the record plan, financial security, and all appropriate development and financial security agreements, easements, and other required legal

documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.

3. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

4. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

BE IT FURTHER RESOLVED that the Plans shall be considered to have received Preliminary/Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Preliminary/Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

RESOLVED and **ENACTED** this 21st day of April, 2021 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Rick DeLello, Chairman

Attest:

Tommy Ryan, Secretary

ACCEPTANCE

The undersigned states that he/she is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he/she has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he/she accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

BETHEL DEVELOPMENT ASSOCIATES, LP

Date: _____

By: _____

(PRINT NAME AND TITLE)



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksengineers.com
215.340.0600

February 23, 2021
Ref: # 7545

Township of Worcester
PO Box 767
1721 Valley Forge Road
Worcester, PA 19490-0767

Attention: Tommy Ryan, Township Manager

Reference: 2625 Skippack Pike - Minor Subdivision - Revised Plan

Dear Mr. Ryan:

I am in receipt of the Township's memorandum dated February 17, 2021 requesting my review of a revised preliminary/final plan subdivision for 2625 Skippack Pike. This plan has been submitted as a minor subdivision plan in conformance with Section 130-35.1, "Minor Plan Submission" of the Township Subdivision and Land Development Ordinance. The plan consists of one (1) sheet, has been prepared by Chambers Associates, Inc., and is dated December 1, 2020, last revised February 9, 2021. The plan has been prepared for the Bethel Development Associates LP, of Worcester Township.

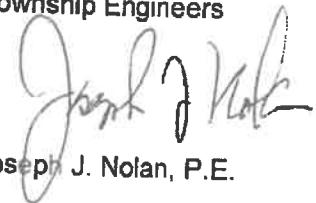
The plan proposes the subdivision of an existing parcel containing 195,202 square feet (net) into two (2) lots. Lot 1 will contain the existing dwelling on the property. Lot 2 is proposed to be a future building lot. This property is in the R-175 Residential Zoning District as set forth in Worcester Township Code. CKS has previously reviewed this plan and set forth comments in a letter dated December 14, 2020. I have reviewed this latest plan for conformance with the code requirements and offer the following comments:

1. The proposed lot line to subdivide the existing property has been revised to eliminate the zoning violation for the existing garage. The setback is now the required 35 ft.
2. Lot 1 contains a "proposed 25' utility and access easement". It is assumed that the access easement is being provided for a shared driveway with proposed Lot 2. If that is the case, then there will need to be an agreement between Lots 1 and 2 in conjunction with maintaining the common drive area. A copy of the agreement should be provided to the Township for review.
3. The applicant has chosen not to relocate the existing driveway as suggested in our initial review.
4. The applicant has added the required site distance triangle on the plans.
5. The plans show an existing sewer lateral that was constructed as part of the Reserve at Worcester project. This lateral is shown crossing through proposed Lot 2 with a propose sanitary sewer easement, and connecting to the existing stone house. The plans also show a stub and cap for future connection of the sewer lateral for Lot 2. Since two (2) lots will be utilizing the same lateral, there should be a written agreement to address the joint maintenance responsibilities of the lateral. A copy of this agreement should be provided to the Township for review.

6. This project will be provided with both public water and public sewer. Public sewer shall be from Worcester Township, and public water shall be from the North Penn Water Authority. The applicant will need to obtain a letter indicating willingness to serve from the North Penn Water Authority.
7. The plan as proposed shows no improvements on Lot 2. It is anticipated that this would be used for construction of a future house. In conjunction with that building permit, a full-plot plan of Lot 2 should be prepared to show the proposed location of the house, the grading of the lot, and all associated facilities including utilities, landscaping and the access driveway. Also, the applicant will need to address stormwater in conjunction with the stormwater management ordinance.
8. The plans are showing no public improvements. The applicant has provided a letter (January 25, 2021) to request waivers from the Township in conjunction with road frontage improvements (130-16), sidewalks along all road frontages (130-18.A), curbing along all streets or road frontages (130-18.B) and landscaping requirements (130-28). The plan however includes a hand written Note 13 which states "Waivers to Defer" the frontage improvements, sidewalk, and curbing. It is assumed the applicant is requesting a deferral of these items. There is no reference to the Landscaping requirements in this note. The applicant should expand upon the Landscape waiver request. A justification for this required should be provided. The Township may want certain Landscaping included as part of this subdivision.
9. The plans show the proposed placement of concrete monuments at several locations along the property frontage. The monuments must be set prior to plan recording, or an escrow will be required to cover the placement cost. Any landscaping that might be required would also need to be part of that escrow.

The above represents all comments on this latest plan submission. The applicant's engineer should address the comments and resubmit for further review and consideration. Please contact me if you have any questions or need any additional assistance with this subdivision.

Very truly yours,
CKS ENGINEERS, INC
Township Engineers



Joseph J. Nolan, P.E.

JJN/paf

cc: Robert Brant, Esq., Township Solicitor
Joseph Hannah, P.E., Chambers Engineers, Inc.
Bethel Development Associates, LP
File



TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates, Inc.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
P. 215.283.9444
mcmahonassociates.com

March 8, 2021

Mr. Tommy Ryan
Township Manager
Worcester Township
1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

RE: **Traffic Review #2 – Residential Subdivision Plans**
2625 Skippack Pike (LD 2020-06)
Worcester Township, Montgomery County, PA
McMahon Project No. 820978.11

Dear Tommy:

In response to the Township's request, McMahon Associates, Inc. (McMahon) has completed our second (2nd) traffic engineering review of the proposed subdivision, to be located at 2625 Skippack Pike (S.R. 0073) in Worcester Township, Montgomery County, PA. It is our understanding that the proposed subdivision involves subdividing Parcel 67-00-03262-00-1 into two lots (Lots 1 and 2). We understand that the existing single-family home will remain on Lot 1 and there is no plan or development currently proposed for Lot 2. Access to Lot 1, and the future development on Lot 2, is proposed to be provided via the existing driveway to Lot 1 along Skippack Pike (S.R. 0073) which will be widened from 10 feet to 18 feet in width.

The following documents were reviewed and/or referenced in preparation of our traffic review:

- Subdivision Plan for 2625 Skippack Pike, prepared by Chambers Associates, Inc., last revised February 9, 2021.
- Waiver Request Letter for 2625 Skippack Pike, prepared by Chambers Associates, Inc., dated February 16, 2021.
- Response to Comments for 2625 Skippack Pike, prepared by Chambers Associates, Inc., received via email dated March 5, 2021.

Based on our review of the submitted documents noted above, McMahon offers the following comments for consideration by the Township and action by the applicant:

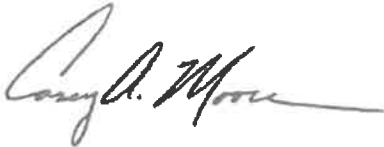
1. The applicant is requesting a deferral from **Section 130-18.A of the Subdivision and Land Development Ordinance**, requiring sidewalk to be provided along the site frontage of Skippack Pike (S.R. 0073). The plan does not show any sidewalk along the site frontage of Skippack Pike (S.R. 0073), thereby not satisfying the ordinance requirement. Due to this being a minor subdivision, the lack of presence of sidewalk along either side of Skippack Pike (S.R. 0073) in the surrounding vicinity of the site, and lack of pedestrian destinations in the surrounding vicinity, we are not opposed to the Board of Supervisors deferring this obligation until such a time as may be required by the Township for these subdivided properties, whether under present or future land ownership, and at no cost to Worcester Township. The applicant should ensure that the site frontage is free and clear of any physical obstructions and graded in such a manner so as to not prohibit the installation of sidewalk in the future.

2. The applicant is requesting a deferral from **Section 130-18.B** of the **Subdivision and Land Development Ordinance**, requiring curbing to be provided along the site frontage of Skippack Pike (S.R. 0073). The plan does not show any curbing along the site frontage of Skippack Pike (S.R. 0073), thereby not satisfying the ordinance requirement. We note for the Board, that there is curbing along the north side of Skippack Pike (S.R. 0073) to the east of the site, near the intersection with Bethel Road, and curbing is also present along the site frontage of the Reserve at Center Square along Skippack Pike, opposite the site. However, it should also be noted that a field view of the site confirms that grading along the subject parcel flows away from the roadway and drains down into an existing swale along the frontage and appears to collect into a stormwater system that drains to the east along Skippack Pike. Given this drainage pattern and given this is a minor subdivision, we are not opposed to the Board of Supervisors deferring this obligation of the applicant and that the curbing would not be contiguous along the site side of Skippack Pike (S.R. 0073) to the east unless curbing is also required along the site frontage of the parcel owned by Peter Loughran (Block 24, Unit 66). If curbing is deferred, it should be until such a time as may be required by the Township for these subdivided properties, whether under present or future land ownership, and at no cost to Worcester Township.
3. As part of the Reserve at Center Square residential development (directly across Skippack Pike from this parcel), a new access road across from the subject parcel was recently constructed. Additionally, Skippack Pike (S.R. 0073) has been widened to provide a separate right-turn lane into the Reserve access and a two-way-center-left-turn lane along Skippack Pike (S.R. 0073) from Berks Road to east of the Reserve at Center Square site. The applicant's engineer has indicated in their response to comments letter that the landowner/applicant does not want to relocate the driveway at this time; however, the feasibility of relocating this driveway will be evaluated at a future time when Lot 2 is sold for development. We continue to recommend that the existing driveway along Skippack Pike (S.R. 0073) should be designed in order to provide joint access to both Lots 1 and 2 and be shifted further to the east from its existing location in order to improve access management along this section of Skippack Pike (S.R. 0073), provide safer turning movements in this area, and align directly opposite the eastern local road access of the Reserve at Center Square residential development. The decision and timing for this to be accomplished however, we defer to the Township Board of Supervisors. If the joint driveway design is deferred until a later date, we recommend that the plan be modified to add a note that states that the driveway will be redesigned to serve both properties as a joint-use access in the location noted above at the time of land development of Lot 2.
4. The existing driveway to Lot 1 is currently 10 feet wide and will be widened to 18 feet when a house is constructed on Lot 2. The modified or new access must be constructed in accordance with **Section 130-17.B (3)** of the **Subdivision and Land Development Ordinance** with respect to grades, widths, and radii at the intersection with Skippack Pike (S.R. 0073), as well as satisfy PennDOT minimum use driveway requirements for permitting.
5. Since Skippack Pike (S.R. 0073) is a State Roadway, a minimum use driveway Highway Occupancy Permit (HOP) will be required for any modifications to the existing driveway to Lot 1 and/or for any future modifications within the PennDOT Right-of-Way associated with future construction of Lot 2. Since we are recommending that the future driveway to both Lot 1 and Lot 2 be used as a shared driveway, the owners of both properties will need to apply for a joint driveway HOP permit at the appropriate time and there should be notes on the plan indicating there is an access easement to Lot 1 for use of the shared driveway accessing Skippack Pike. The Township and our office must also be copied on all plan submissions and correspondence between the applicant and PennDOT, and invited to any and all meetings among any of these parties.

6. According to the Township's Roadway Sufficiency Analysis, the proposed development is located in Transportation Service Area North, which has a corresponding impact fee of \$3,977 per "new" weekday afternoon peak hour trip and the applicant will be required to pay a Transportation Impact Fee in accordance with the Township's Transportation Impact Fee Ordinance. Based on Land Use Code 210 (Single-Family Detached Housing) in the Institute of Transportation Engineers publication, *Trip Generation, 10th Edition*, a single-family home on Lot 2 would generate one "new" trip during the weekday afternoon peak hour resulting in a transportation impact fee of \$3,977. However, should the Board of Supervisors consider this use and its peak hour trip generation to be a de minimus traffic-generating application, the transportation impact fee may be waived. To qualify for the exemption, the applicant must place a waiver request on their final plan and submit information to support the request for review and approval by the Board.
7. A more detailed review of the site and all transportation-related engineering elements on the plan can be conducted, as the Township deems necessary, if/when new residential development is proposed on either lot and a land development plan is required and submitted to the Township. Additional comments may follow at that phase of the parcel development.
8. Based on our review, the applicant should address the aforementioned comments, and provide revised plans to the Township and our office for further review and approval recommendations. The applicant's engineer must provide a response letter that describes how each specific review comment has been addressed, where each can be found in the plan set or materials, as opposed to general responses. This will aid in the detailed review and subsequent review timeframes.

We trust that this review letter responds to your request. If you or the Township have any questions, or require clarification, please do not hesitate to contact me.

Sincerely,



Casey A. Moore, P.E.
Executive Vice President -- Corporate Operations

BMJ/CAM

cc: Joseph Nolan, P.E., CKS Engineers (Township Engineer)
Robert Brant, Esq. (Township Solicitor)
Francis J. Hanney, PennDOT District 6-0
Susan LaPenta, PennDOT District 6-0
Brian Olszak, Montgomery County Planning Commission
Joseph Hanna, P.E., Chambers Associates, Inc. (Applicant's Engineer)

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**
VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**
MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

December 23, 2020

Mr. Tommy Ryan, Manager
Worcester Township
1721 Valley Forge Road—Box 767
Worcester, Pennsylvania 19490

Re: MCPC #20-0239-001
Plan Name: 2625 Skippack Pike
(1 lot comprising approx. 4.97 acres)
Situates: Skippack Pike and Bethel Road
Worcester Township

Dear Mr. Ryan:

We have reviewed the above-referenced subdivision plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on December 7, 2020. We forward this letter as a report of our review.

BACKGROUND

The Applicant, Bethel Development Associates, LP, is proposing to subdivide an existing 4.97-acre residential lot into two single-family detached residential lots in the R-175 Residential District. The existing dwelling and certain out-buildings will remain on 'Lot 1', while it is anticipated another dwelling will be constructed on 'Lot 2'; both lots will share an access driveway from Skippack Pike. Apart from indicating a building envelope, no improvements appear to be proposed at this time. It appears that the development will be served by public water and sewer.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the Applicant's proposal; however, in the course of our review we have identified issues which the Township may wish to consider prior to final approval. Our comments are as follows:

REVIEW COMMENTS**ZONING AND SALDO**

1. **Setbacks.** As per §150-77.A.2 of the Zoning ordinance, private garages must adhere to the required setbacks of all principal buildings in the R-175 Residential District. At present, the existing garage on Lot 1, which is proposed to remain, will be within 13.8 feet from the side lot line of Lot 2, less than the 35-foot setback required of the zoning district for principal structures. While the existing dwelling on Lot 1 is a legal nonconformity as it pertains to front yard setback and is permitted to remain, rendering a previously-conforming garage nonconforming through a subdivision is not permitted. The Applicant should alter the proposed lot lines, or otherwise rectify the situation to the satisfaction of the Township.
2. **SALDO Waivers.** There are several waivers to SALDO requirements which will likely be requested by the Applicant; however, a list of which has not been provided for our review, so it is unclear what waivers are being requested and what requirements have simply not been met. Significant issues such as stormwater management, vegetation removal, and planting cannot be adequately assessed without the Applicant providing them at the time of subdivision approval. The Township should require the Applicant to provide these details or otherwise provide the refined list of requested waivers.

CONCLUSION

We wish to reiterate that MCPC generally supports the Applicant's proposal, but we believe that our suggested revisions will better achieve the Township's planning objectives for residential development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the Applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Brian J. Olszak, Senior Planner
bolszak@montcopa.org - 610-278-3737

c: Bethel Development Associates, LP, Applicant
Chamber Associates, Inc, Applicant's Representative
Andrew R. Raquet, Asst. Township Zoning Officer

Attachments: 1. Reduced copy of plan
2. Aerial Map

Attachment 2: Aerial Map



**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2021-16

**A RESOLUTION TO GRANT FINAL LAND DEVELOPMENT APPROVAL
OF NEW MEMORY CARE FACILITY FOR MEADOWOOD SENIOR
LIVING**

WHEREAS, the Meadowood Corporation (hereinafter referred to as "Applicant") has submitted a Plan of Land Development to Worcester Township and has made application for Final Plan Approval of a plan known as New Memory Care Facility for Meadowood Senior Living Plan. The Applicant is owner of four parcels consisting of an approximate 118.2056 acres of land and PECO leasehold area (Block 28, Unit 66) of approximately 12.876 acres, located at 3205 Skippack Pike, Worcester Township, Montgomery County, Pennsylvania in the LPD Land Preservation Zoning District of the Township, being Tax Parcel No. 67-00-03185-006 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

WHEREAS, the Applicant proposes the construction of a memory care building which will consist of 20 units, and additional area for support staff. The Plan also shows the construction of a new parking lot adjacent to the Victory Garden area and a trail and new pedestrian bridge to access the Victory Garden (the "Development"); and

WHEREAS, said plan received a recommendation for Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 25, 2021; and

WHEREAS, the Final Plan for the proposed land development, prepared by Woodrow & Associates, Inc., titled, "New Memory Care Facility for Meadowood Senior Living" consisting of 25 sheets, dated July 13, 2020, with latest revisions dated February 8, 2021, a Post-Construction Stormwater Management Report dated July 2020, revised February 2021, and an Erosion and Sediment Control Report dated July 2020, revised February 2021, is now in a form suitable for Final Plan Approval (the "Plan(s)" or "Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

IT IS HEREBY RESOLVED by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Final Plan prepared by Woodrow & Associates, Inc. as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of March 4, 2021 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of August 21, 2020.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. review letter of March 16, 2021.
- D. Compliance with all conditions set forth in the Decisions and Orders of the Worcester Township Zoning Hearing Board for Application No. 2020-04, entered on April 6, 2020, and Application No. 2020-07, entered on July 14, 2020.
- E. Compliance with all conditions set forth in the Decision and Order of the Worcester Township Board of Supervisors for Conditional Use Application No. 2020-01 entered on September 16, 2020 for the installation of a pedestrian bridge in the riparian corridor.
- F. Payment to the Township of a Traffic Impact Fee, in the total amount of \$19,885.00, which shall be paid at the time of submission of a building permit application for the Memory Care Facility to be built.

- G. Applicant shall conduct a traffic study (complete with all signal warrant evaluation and alternatives investigated for possible additional access to/from the property) and trip generation counts be conducted after both The Grove and Memory Care Facility are fully occupied, and after COVID-19 restrictions have been lifted, as the direction of the Township. Subsequent to the traffic study to be conducted and pursuant to paragraph 2 of the McMahon review of March 16, 2021, an additional Traffic Impact Fee may be assessed, if same is necessitated by the trip generations revealed in the study.
- H. Applicant shall purchase 14 EDUs at \$1,900 per EDU, 10 for the Memory Care Facility, 1 for the office use at 3103 Skippack Pike, and 3 for the residential rental use at 3031 Skippack Pike, to be connected to public sewer. The total amount due of \$26,600.00 shall be paid prior to recording of the Final Plan.
- I. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- J. Prior to recording the Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

- K. The aforesaid Agreement shall also include financial security to secure the completion of the improvements set forth on the Subdivision/Land Development record Plan - Meadowood Senior Living, prepared by Woodrow and Associates, Inc. dated December 16, 2019 which was granted Preliminary/Final Approval pursuant to Resolution No. 2020-12. In addition, prior to recording the Final Plan the Applicant shall satisfy all conditions set forth in Resolution 2020-12.
- L. Following approval of the Final Plan, the Applicant shall provide to the Township for signature that number of Final Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- M. The Applicant shall provide a copy of the recorded Final Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- N. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- O. The Development shall be constructed in strict accordance with the content of the Final Plans, notes on the Plan and the terms and conditions of this Resolution of Final Plan Approval.
- P. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes on the Plans, this Final Approval Resolution, and any required Agreements shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- Q. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two

(72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.

- R. Applicant understands that it will not be granted Township building or grading permits until the Final Plan, financial security, deed of consolidation, and all appropriate development and financial security agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.
- S. Applicant shall execute a Stormwater Management BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.

3. **Waivers.** The Worcester Township Board of Supervisors hereby confirms the waivers from the provisions of the Township Subdivision and Land Development Ordinance as specifically set forth in Resolution No. 2020-17 granting Preliminary Plan Approval.

- A. § 129-16.B of the Worcester Township Stormwater Management Ordinance - one year/24-hour storm event shall take a minimum of 24 hours to drain from BMPs - to permit the basins to be designed to meet the latest requirements of PA DEP NPDES permit process;
- B. § 129-18.H(3)(a) of the Worcester Township Stormwater Management Ordinance - partial waiver to permit a maximum basin depth of 30 inches in the two-year and ten-year storm event;

- C. § 129-18.C(12) of the Worcester Township Stormwater Management Ordinance - to permit two storm pipe runs to provide 1.25 feet of cover;
- D. § 129-18.H(15) of the Worcester Township Stormwater Management Ordinance - a partial waiver to permit six inches of freeboard for basin spillways;
- E. § 129-18.H(21) and § 129-18.I(1)(j) of the Worcester Township Stormwater Management Ordinance - to permit building walls within the 100-year water surface and basin berm;
- F. § 130-17.D(11) of the Worcester Township Subdivision and Land Development Ordinance - Parking Lot Design - to allow proposed parking spaces to be 9' X 18', and to allow for 22' wide parking lot access drive;
- G. § 130-28.E.1 of the Worcester Township Subdivision and Land Development Ordinance - Tree Survey Plan - to permit the submitted aerial photograph showing the existing vegetation, trees and other green space improvements in lieu of a whole site existing tree survey;
- H. § 130-28.G.4 of the Worcester Township Subdivision and Land Development Ordinance - Street Trees to permit recently installed trees, combined with existing trees to fulfil the requirements, pursuant to correspondence from Woodrow & Associates, Inc. dated September 29, 2020; and
- I. § 130-33.C of the Worcester Township Subdivision and Land Development Ordinance - show existing features within 400' - to allow the aerial photograph of the campus submitted with the application to fulfil the requirement of this Section.

4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

5. Effective Date. This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

BE IT FURTHER RESOLVED that the Plans shall be considered to have received Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

RESOLVED and **ENACTED** this 21st day of April, 2021 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Rick DeLello, Chairman

Attest:

Tommy Ryan, Secretary

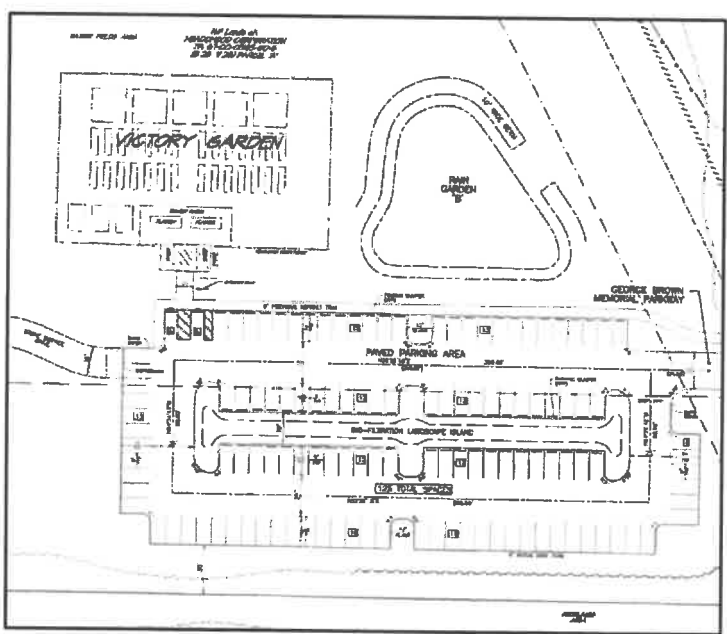
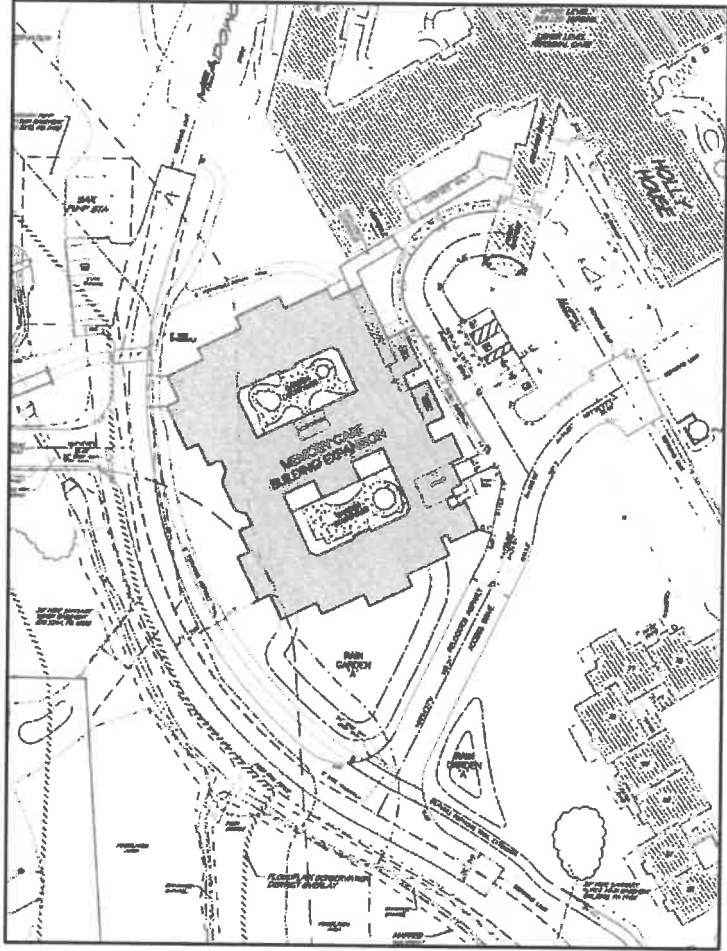
ACCEPTANCE

The undersigned states that he is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

THE MEADOWOOD CORPORATION

Date: _____

By: _____
Paul Nordeman, President





4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.ckseengineers.com
215.340.0600

RECEIVED
MAR 10 2021

March 4, 2021
Ref: # 7542

Township of Worcester
PO Box 767
1721 Valley Forge Road
Worcester, PA 19490-0767

Attention: Tommy Ryan, Township Manager

Reference: 3205 Skippack Pike - Meadowood Memory Care Facility - Final Plans

Dear Mr. Ryan:

I am in receipt of the Township's memorandum dated February 16, 2021 requesting my review of the Final Land Development Plans for the new memory care facility at the Meadowood Senior Living Development at 3205 Skippack Pike. The plans consists of 25 sheets, are dated July 13, 2020, last revised February 8, 2021 and have been prepared by Woodrow & Associates, Inc., for Meadowood. The plans propose the construction of a memory care building which will consist of 20 units, and additional area for support staff. The plans also show the construction of a new parking lot adjacent to the Victory Garden area and a trail and new pedestrian bridge to access the Victory Garden. Also included with the submission is a Post Construction Stormwater Management Report dated July 2020, revised February 2021, also prepared by Woodrow & Associates and an Erosion and Sediment Control Report, dated July 2020, revised February 2021, prepared by Woodrow & Associates.

I have reviewed the plans and supporting documents as requested by the Township, and offer the following comments:

Zoning/Conditional Use

1. Conditional Use Approval from the Board of Supervisor's for the pedestrian bridge crossing of the riparian corridor was received on September 16, 2020.
2. The applicant has requested nine (9) waivers in conjunction with this project. These are as follows:
 - a. Section 129-16.B Requirement for the one year / 24 hour storm event shall take a minimum of 24 hours to drain from BMPS - to permit the basins to be designed to meet the latest requirements of the PADEP NPDES permit process.
 - b. Section 128-18.H(3)(a) Partial waiver to permit a maximum basin depth of 30 inches in the two-year and ten-year storm event.
 - c. Section 129-18.c(12) Requirement to permit two storm pipe runs to provide 1.25 feet of cover.

- d. Section 129-18.(15) A partial waiver to permit six inches of freeboard for basin spillways;
- e. Section 129-18.H(21) & Section 129-18.L(1)(j) To permit building walls within the 100-year water surface and basin berm.
- f. Section 130-17.D(11) Parking Lot Design - to allow proposed parking spaces to be 9' x 18', and to allow 22' wide parking lot access drive.
- g. Section 130-28.E.1 Tree Survey Plan - to permit the submitted aerial photograph showing the existing vegetation, trees and other green space improvements in lieu of a whole site existing tree survey.
- h. Section 130-28.G.4 Street trees - to permit recently installed trees, combined with existing trees to fulfill the requirements, pursuant to correspondence from Woodrow & Associates, Inc., dated September 19, 2020.
- i. Section 130-33.C Show existing features within 400' - to allow the aerial photograph of the campus submitted with the application to fulfill the requirement of this Section.

The applicant received approval of the above waivers from the Board of Supervisors by Preliminary Plan Resolution 2020-17 on October 17, 2020.

- 3. The applicant has received a variance from Section 150-13.B(2) to encroach 20' into the required side-yard setback and from Section 150-146.8 to encroach not more than 40' into the required riparian corridor. These variances were granted by the Zoning Hearing Board at the March 9, 2020 meeting and Zoning Order No. 2020-04.
- 4. The applicant has received the NPDES Permit (PAG0-02) for stormwater management from the Montgomery County Conservation District by letter of February 17, 2021.

Subdivision/Land Development

- 5. The applicant has obtained all necessary PADEP Permits in conjunction with the installation of the pedestrian bridge. The GP-5 Permit was issued on October 8, 2020.
- 6. The applicant has obtained an exemption letter from the PADEP dated January 22, 2021 which exempts the project from Sewage Facilities Planning. This exception covers the 20 unit memory care facility, plus 4 additional EDU's for the properties at 3031 and 3102 Skippack Pike, also owned by Meadowood. Total sewage flow is 4,200 gallons per day.

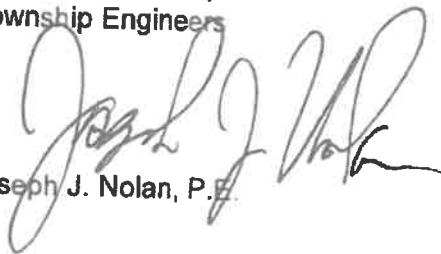
March 4, 2021
Ref: # 7542
Page 3

Stormwater Management

7. I have reviewed the "Post Construction Stormwater Management Report", last revised February 2021, and the "Erosion and Sedimentation Control Report", last revised February 2021, and both are acceptable. As stated in item No. 4 above, the applicant has obtained the NPDES Permit of this project.
8. The applicant Engineer has provided a construction cost breakdown for this site and utility work for this project. CKS will prepare an escrow spreadsheet for use in the Development Agreement for this report, which will be provided to the Township Solicitor.

The above represents all comments on this final submission. It is anticipated that he Township's Traffic consultant will also provide a separate letter regarding their review of the Final Plans. Please contact me if you have any questions or need additional assistance on these plans.

Very truly yours,
CKS ENGINEERS, INC
Township Engineers


Joseph J. Nolan, P.E.

JJN/paf

cc: Robert Brant, Esq., Township Solicitor
Paul Nordeman, The Meadowood Corporation
Tim Woodrow, Woodrow & Associates, Inc.
File



TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates, Inc.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
P. 215.283.9444
mcmahonassociates.com

March 16, 2021

Mr. Tommy Ryan
Township Manager
Worcester Township
1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

RE: **Traffic Review #2 – Final Land Development Plans**
Proposed Memory Care Facility @ Meadowood Senior Living
Worcester Township, Montgomery County, PA
McMahon Project No. 820367.11

Dear Tommy:

Per the request of the Township, McMahon Associates, Inc. (McMahon) has prepared this review letter, which summarizes our second (2nd) traffic engineering review of the proposed memory care facility to be located along the northern side of the Meadowood Drive at the southeastern end of the property adjacent to the Laurel House and Holly House in Worcester Township, Montgomery County, PA. The proposed development will consist of a 20-unit memory care facility, garden area, and a 125-space parking lot. This will bring the total number of dwelling units at the Meadowood property to 429 units (currently at 409 dwelling units of a few varieties). Access to the proposed memory care facility parking lot will be provided via driveway connection to the Meadowood Drive to the south of the Laurel House and Holly House.

The following documents were reviewed and/or referenced in preparation of our traffic review:

- Final Land Development Plans for the New Memory Care Facility at Meadowood Senior Living, prepared by Woodrow & Associates, Inc., last revised February 8, 2021.
- Response to Comments Letter for the Proposed Memory Care Facility at Meadowood Senior Living, prepared by Woodrow & Associates, Inc., dated September 16, 2020.

Based upon review of the documents noted above, McMahon offers the following comments for consideration by the Township and action by the applicant:

1. The applicant has indicated that an updated traffic study for the entire campus will be provided once the Grove and Memory Care projects are complete and fully occupied, and all COVID-19 restrictions have been lifted. At a minimum, the traffic study must evaluate the access operations and needs of the entire site, including evaluating traffic signal warrants at the Skippack Pike (S.R. 0073) access and Hollow Road and how the intersections are to be aligned and designed. The study will also need to determine the need and viability of providing additional/secondary access to/from the Meadowood community in light of growing traffic demands on the abutting state roadway network along the property. The study must

then confirm the trip generation for the entire site with a snapshot of the occupied vs. vacant units at the time it is conducted. The applicant's traffic engineer is encouraged to contact our office to discuss the scope of this traffic study before it is completed. **We recommend that the Board consider a condition that both an updated traffic study (complete with a signal warrant evaluation and alternatives investigated for possible additional access to/from the property) and the trip generation counts be conducted at the direction of the Township after both The Grove and memory care facility are fully occupied, and after COVID-19 restrictions are lifted. Furthermore, the recommendations for transportation and access-related improvements to be implemented from the conclusions of the study should be the responsibility of the applicant.**

2. Based on historic count data that McMahon has from 2008 at the Meadowood Drive intersection and Skippack Pike (S.R. 0073), there were 50 vehicle trips exiting the site and 23 vehicle trips entering the site during the weekday afternoon commuter peak hour, totaling 73 trips in and out. Based on a letter addressed to McMahon for the Grove at Meadowood, prepared by Woodrow & Associates, Inc., dated February 1, 2018, 344 units were built and occupied at that time, which in applying the trip counts equates to 0.2122/trips per unit for the weekday afternoon peak hour. The addition of 20 units (as we understand would have 22 beds) would thus generate an additional 4 total weekday afternoon peak hour trips (combined in and out); however, with the amount of parking to be added to the site with the new land development, we caution that this calculation is preliminary and may not be accurate. Furthermore, utilizing the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual for a memory care land use for the size proposed yields a trip generation of 5 trips/weekday afternoon peak hour.

According to the Township's Roadway Sufficiency Analysis, the proposed development is located in Transportation Service Area North, which has a corresponding impact fee of \$3,977 per "new" weekday afternoon peak hour trip and the applicant will be required to pay a Transportation Impact Fee in accordance with the Township's Transportation Impact Fee Ordinance. Based solely on utilizing the higher number of trips above for the existing trip generation rate preliminarily estimated using the volumes and units built in 2008 versus the ITE trip generation rate for this land use, the additional 20 dwelling units will generate approximately 5 total "new" weekday afternoon peak hour trips. **The TSA North impact fee of \$3,977 per "new" weekday afternoon peak hour trip applied to these trips results in a transportation impact fee of \$19,885.**

Since our environment is impacted with COVID-19 restrictions for health purposes, especially on facilities such as Meadowood, our typical recommendation of updating the trip generation for the site to update the potential trips per unit, cannot be applied at this time. **Thus, we recommend to the Board that the applicant be assessed a transportation impact fee no less than 5 weekday afternoon peak hour trips, but as a condition be required to complete a post-development and occupancy trip generation study at its driveway(s) over a full three-day (Tues – Thursday) period to confirm the trip generation no sooner than three months after the site is built, occupied and after all COVID-19 restrictions have been lifted. The study should note how many units on the property are occupied, possible changes in staff, services, etc., and the updated information may then be used to confirm the trip generation rate and confirm the impact fee.**

3. All curb ramps and pedestrian routes (i.e., sidewalks, crosswalks, etc.) are to be constructed in accordance with the current Federal and PennDOT ADA standards. McMahon has not reviewed the detailed design of any ramps internal to the site.
4. The "Pedestrian Crossing" signs shown on the plans to the east and west of the crosswalk located along Meadowood Drive to the south of the proposed memory care facility should be relocated so they are adjacent to this crosswalk.
5. The applicant has indicated that design details for the proposed pedestrian bridge have not yet been finalized and that once a final product has been chosen a full set of drawings for the proposed pedestrian bridge will be submitted to the Township for review. The Township Engineer and/or our office will review such plans upon submission, and any approval should be conditioned that this review and approval must still be completed.
6. The Township and its engineering consultants must be included in any submissions and meetings with PennDOT and other agencies involving Meadowood with regards to its access(es), signalization, and/or improvements to the adjacent roadways for the Meadowood site.
7. In all subsequent submissions, the applicant's engineer must provide a response letter that describes how each specific review comment has been addressed, where each can be found in the plan sheets, or other materials, as opposed to providing general responses. This will aid in the detailed review and subsequent review timeframes.

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed addition apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me or Michelle Eve, P.E.

Sincerely,



Casey A. Moore, P.E.
Executive Vice President – Corporate Operations

BMJ/MEE/CAM

cc: Joseph Nolan, P.E., CKS Engineers (Township Engineer)
Robert Brant, Esquire (Township Solicitor)
Tim Woodrow, P.E. - Applicant's Engineer
Paul Nordeman – The Meadowood Corporation

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2021-17

A RESOLUTION TO ESTABLISH EMERGENCY SERVICE RESPONSE AREAS

WHEREAS, the Board of Supervisors of Worcester Township is responsible under the Pennsylvania Second Class Township Code for the public safety of Township residents; and,

WHEREAS, the Board of Commissioners of the County of Montgomery has requested the Township provide a resolution outlining those agencies selected to fulfill the public safety needs of the Township, so to assist in the efficient administration of the emergency communications system of the Montgomery County Department of Emergency Services;

NOW, THEREFORE, BE IT RESOLVED that, during the days and times at which Skippack Ambulance occupies an office and stations an ambulance at the Meadowood Senior Living community at Skippack Pike, as confirmed by Worcester Township, the ambulance service areas in Worcester Township shall be as shown on Exhibit A attached hereto, effective the date the Montgomery County Department of Emergency Services establishes and confirms said areas;

AND FURTHER, BE IT RESOLVED THAT, at all other days and times at which Skippack Ambulance in not occupying an office and stationing an ambulance at the Meadowood Senior Living community at Skippack Pike, the emergency response areas shall be those as established by Resolution 2021-06, as was approved by the Board of Supervisors on January 4, 2021.

BE IT RESOLVED THIS 21ST DAY OF APRIL, 2021.

FOR WORCESTER TOWNSHIP

By:

Rick DeLello, Chair
Board of Supervisors

Attest:

Tommy Ryan, Secretary



**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2021-18

**A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION
TO THE GREENWAYS, TRAILS, AND RECREATION PROGRAM**

BE IT RESOLVED, that the Board of Supervisors of Worcester Township, Montgomery County hereby request a Greenways, Trails, and Recreation Program (GTRP) grant in the amount of two hundred fifty thousand dollars (\$250,000.00) from the Commonwealth Financing Authority, to be used for the Worcester Township Community Classroom project.

AND BE IT FURTHER RESOLVED, that the Applicant does hereby designate Tommy Ryan, Township Manager, as the official to execute all documents and agreements between Worcester Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLVED THIS 21ST DAY OF APRIL, 2021.

FOR WORCESTER TOWNSHIP

By:

Richard DeLello, Chair
Board of Supervisors

Attest:

Tommy Ryan, Secretary

I, Tommy Ryan, duly qualified Secretary of the Worcester Township, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Worcester Township Board of Supervisors at a regular meeting held on April 21, 2021 and said Resolution has been recorded in the Minutes of the Worcester Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Worcester Township, Montgomery County on this 21st day of April, 2021.

date

signature

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2021-19

**A RESOLUTION TO AMEND THE
WORCESTER TOWNSHIP PERSONNEL MANUAL**

WHEREAS, the Worcester Township Board of Supervisors did adopt the Worcester Township Personnel Manual (“Personnel Manual”) on September 21, 2016; and; and,

WHEREAS, the Board of Supervisors now desires to amend the Personnel Manual;

NOW, THEREFORE, BE IT RESOLVED, that the Personnel Manual be revised as follows:

Section 1:

1. Section IV. Work Rules– Drug & Alcohol Use, B.4 will be added to read as follows:

“Any employee who has a CDL License must adhere to the Worcester Township CDL Employee Drug and Alcohol Testing Personnel Policy. This policy may be updated as Federal and State guidelines require, upon approval of the Township Manager and Township Solicitor.”

Section 2:

1. The Worcester Township CDL Employee Drug and Alcohol Testing Personnel Policy is attached hereto as Exhibit A.

RESOLVED THIS 21ST OF APRIL, 2021.

FOR WORCESTER TOWNSHIP

By:

Richard DeLello, Chair
Board of Supervisors

Attest:

Tommy Ryan, Secretary

**CDL EMPLOYEE DRUG AND ALCOHOL TESTING PERSONNEL POLICY
OF WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA**

This Policy is established by Worcester Township, Montgomery County, PA adopted and effective April 21, 2021, and shall continue in effect until amended or terminated by the employer. If amended, every covered employee shall receive a copy of the new policy.

I. PURPOSE

- A. To comply with the state and federal laws and regulations concerning commercial driver's licensed (CDL) employees insofar as they apply to this employer.
- B. To conform the employment policies of this employer with the requirements of said laws and regulations.

II. APPLICATION

This Policy shall apply only to the category of employees and applicants for employment who are required to have a CDL license to operate employer-owned, leased or borrowed vehicles or equipment requiring CDL licensure and perform safety-sensitive functions per 49 CFR 382.107, which are any of a broad array of activities related to operating, loading, servicing, or maintaining commercial motor vehicles as further outlined below.

III. FEDERAL REGULATIONS

The regulations of the U.S. Federal Motor Carrier Safety Administration (FMCSA) under Title 49 CFR Part 382 and the Pennsylvania Department of Transportation (PennDOT) under Title 67 Pa. Code Chapter 231 are hereby adopted by reference insofar as they apply to this employer, its employees and vehicles, and this Policy.

IV. POLICY ESTABLISHED

Employees covered by this policy are prohibited from engaging in the following conduct per 49 CFR 382, Subpart B, while performing safety-sensitive functions:

- 1. Being in possession of any alcohol or illegal drugs in a Township vehicle or on Township Property is prohibited;
- 2. Reporting for or remaining on duty to perform safety-sensitive functions while having a breath alcohol level of 0.04 or greater;
- 3. Using alcohol while performing safety-sensitive functions;
- 4. Performing safety-sensitive functions within four hours after using alcohol; is taken or eight hours have elapsed, whichever occurs first;
- 5. Refusing to submit to an alcohol or drug test when required to do so;
- 6. Reporting for or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified in federal regulations at 21 CFR 1308.11 Schedule I; and,
- 8. Reporting for or remaining on duty to perform sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other

Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

Violation of these rules will subject the employee to discipline and/or dismissal pursuant to the provisions of Section VII of this policy.

Performing a safety-sensitive function means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Safety-sensitive function, as currently defined by 49 CFR Part 382.107, means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- A. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- B. All time inspecting equipment as required by 49 CFR 392.7 and 49 CFR 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- C. All time spent at the driving controls of a commercial motor vehicle in operation;
- D. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth as defined in 49 CFR 393.76;
- E. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and,
- F. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prescription drugs must be kept in their original container identifying the drug, dosage, date of prescription, and prescribing physician. In accordance with the authority given it by 49 CFR 382.213(d), this employer can require that CDL employees inform the employer (using PSAITS CDL Program Form Therapeutic Drug Use Disclosure) of the nature of any therapeutic drug(s) or substance(s) they take whether such will or will not impair the employee's ability to safely operate any vehicle or equipment.

V. TESTS ESTABLISHED

The following drug and alcohol test procedures shall be applicable to all employees and applicants for employment to whom this Policy applies. Modern and confidential testing procedures shall be used which will protect the rights of the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that results are attributed to the correct driver.

- 1) **Pre-Employment (49 CFR Part 382.301):** All applicants for employment must receive a negative result on a pre-employment drug test prior to them operating any of the employer's CDL vehicles. Any applicant testing positive will not be considered for employment.
- 2) **Random (49 CFR 382.305):** The employer has implemented a random testing procedure through the PSATS CDL Program meeting the current requirements of the federal CDL drug and alcohol testing regulations. The procedure shall include employer-paid tests of covered employees on a random basis and shall be conducted without any advance notice.
- 3) **Probable Cause/Reasonable Suspicion (49 CFR Part 382.307):** Any employee giving probable cause or reasonable suspicion to believe that he or she has engaged in prohibited conduct as established in Section IV above shall be subjected to employer-paid testing immediately upon confirmation of such probable cause by any of the employer's personnel who have successfully completed the federally-required probable cause training. Probable cause shall be limited to behavior or conduct observed at the workplace or in route to a workplace during working hours. Observation and confirmation shall be done by personnel who have received the required training as mandated by federal regulations at 49 CFR 382.603. Trained personnel making probable cause observations shall make and file with the employer a written report (using PSATS CDL Program Probable Cause Investigation Form) detailing the attendant circumstances. Such reports shall be kept confidential and a copy permanently retained in the employee's driver qualification file.

- 4) **Post-accident (49 CFR Part 382.303):** Any employee involved in an accident as defined herein shall be tested at the employer's expense for drugs as soon after an accident occurs as is possible, but not later than thirty-two (32) hours, and for alcohol as soon after an accident as possible, but not later than eight (8) hours. Municipal employers wanting to implement a post-accident testing policy that is broader than that testing required for CDL employees can only do so through a non-CDL employee testing policy. As for the post-accident testing required of CDL employees, the following applies:
 - a) Testing should not take precedence over needed medical treatment or other needed emergency measures;
 - b) If for any reason the tests cannot be obtained within the times provided, the tests shall not be administered and a record made of the reason. However, refusal to submit to a test or interfering with the successful completion of such a test shall be deemed a positive test result in accordance with Section VI below;
 - c) No employee shall consume alcohol or illegal drugs between the time of the accident and the test administration;

- i. **POST-ACCIDENT DRUG AND ALCOHOL TESTING:** As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall perform a drug test and alcohol test on its surviving drivers when either of the following conditions occur:
 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 2. Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

- a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- ii. **POST-ACCIDENT DRUG TESTING:** As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce or on Township Property, each employer shall perform a drug test on its surviving drivers when the following conditions occur:
- i. Who receives a citation more than eight (8) hours but less than thirty-two (32) hours after an accident under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

VI. TEST STANDARDS

No driver shall refuse to submit to a pre-employment controlled substance test required under 49 CFR 382.301, a post-accident alcohol or controlled substance test required under 49 CFR 382.303, a random alcohol or controlled substances test required under 49 CFR 382.305, a reasonable suspicion alcohol or controlled substances test required under 49 CFR 382.307, a return-to-duty alcohol or controlled substances test required under 49 CFR 382.309, or a follow-up alcohol or controlled substance test required under 49 CFR 382.311. This employer shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

Any refusal or failure by the CDL Employee or Applicant to submit to any test required by this Policy or the applicable law and regulations, shall be deemed to be a positive result. Applicants will not be hired, and employees will be subject to the disciplinary provisions of this policy, as a result of a positive test. Refusal to submit to a test under this Policy shall include any act or omission which prevents, thwarts, or frustrates the objectives of this Policy, including without limitation the following:

- (1) refusal to submit in a timely fashion to testing;
- (2) refusal or failure by the employee or applicant to complete, sign, or initial the required testing forms;
- (3) refusal or failure without good cause to provide any sample or provide an adequate sample for testing; and/or
- (4) failure or refusal to otherwise cooperate with the testing process in a way that prevents the completion of any required test.

All required tests shall be completed using federal testing chain-of-custody forms that are designed to protect the rights of the employee and the integrity of the testing process and safeguard the validity of the test results.

- A. Alcohol Testing. Alcohol testing shall be conducted using a federally-approved breathalyzer operated by a certified breath alcohol technician. Any employee receiving an alcohol test result of greater than or equal to 0.02% breath alcohol level, but less than 0.04% breath alcohol level, shall be immediately removed from safety-sensitive duties for 24 hours. Any test result equal to or greater than 0.04% breath alcohol level shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII.
- B. Drug Testing. Drug testing shall be conducted by urine sample that shall be analyzed at a federally-approved testing facility. Any test result confirming the presence of illegal drugs shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII. Any employee testing positive for illegal drugs may request that the split sample of the same specimen be retested, at the employee's expense. Employees must speak with the Medical Review Officer about such request.
- C. Test Transportation. By its own authority, this employer will provide or arrange transportation to and/or from the testing site, job site or the employer's facilities, as appropriate, under the following circumstances:
 - a. All probable cause tests;
 - b. All alcohol tests with results of greater than or equal to 0.02% breath alcohol level; or,
 - c. If the employer has reason to believe that the employee has engaged in prohibited conduct regardless of whether the employee would be required to submit to a probable cause test.

VII.

POSITIVE TESTS & RETURN-TO-CDL DUTY

The consequence for any employee who has engaged in prohibited conduct is identified below:

RETURN-TO-DUTY OFFERED ONCE

An employee who tests positive for a drug and/or alcohol test must immediately be removed from safety-sensitive functions. This employee will be allowed to return-to-duty if this is the employee's first positive test and the employee, prior to returning to CDL duty:

1. Consults with a drug and alcohol abuse professional at the employee's expense within 2 weeks of notification of a positive test; and
2. Completes all recommended treatment at the employee's expense; and

3. Completes all necessary drug and/or alcohol tests at the employee's expense and obtains negative results on the Return-to-Duty test required by 49 CFR Part 382.309 and all subsequent Follow-up-tests required by 49 CFR Part 382.11, and if for drug tests, all shall be collected under observed conditions per 40 CFR Part 67(b).

Any subsequent positive result to a drug and/or alcohol test by this same employee will subject that employee to immediate dismissal.

VIII.

RETURN-TO-DUTY AND FOLLOW-UP TESTING

If an employee who tests positive for a drug and/or alcohol test is offered the chance to return-to-duty, that employee:

- (1) shall be in a probationary employment period until termination of any required counseling and;
- (2) shall be subject to and pay for any and all required counseling, the return-to-duty test, and all unannounced follow-up tests required by the Substance Abuse Professional following return to CDL duty.

Regarding follow-up testing, the employee shall, per 49 CFR Part 382.503, be subject to at least six unannounced follow-up tests in the first twelve months after the employee's negative return-to-duty test and can be kept under required counseling by the Substance Abuse Professional for up to five years. A positive result on any test administered during this probationary period, including any random tests, or failure to abide by any required counseling, automatically subjects the employee to immediate dismissal.

IX.

TEST RESULTS

Employees will be notified of their positive test results. Test results shall be retained by the Medical Review Officer responsible for analyzing the employee's test results. Said results shall be held in strictest confidence and shall be accessible only to the employee, the employer, and such other persons authorized by law and shall not be released to any other person except with the written consent of the employee.

X.

CONFIDENTIALITY OF DOCUMENTS

All files, documents, and records of the employer related to the application of this Policy to individual employees shall be deemed and kept confidential by the employer.

XI.

RECORDKEEPING

Records relating to the administration and results of the employer's drug and alcohol testing program for its CDL drivers will be maintained in accordance with 49 CFR Part 382.401.

All drug and alcohol tests will be conducted by licensed facilities and analyzed by a Medical Review Officer (MRO). The PSATS CDL Program's MRO is a licensed doctor of medicine with knowledge of drug and alcohol abuse disorders and is employed by this consortium which the employer has joined to conduct alcohol and drug testing in accordance with the federal regulations. The MRO shall be the sole custodian of any individual's test results.

XII.

ACCESS TO TEST RESULTS AND FINDINGS

No person other than the employer's designated contact person may obtain the individual test results retained by the Medical Review Officer, and no Medical Review Officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested individual, unless as otherwise required by law.

XIII. EMPLOYEE ASSISTANCE PROGRAM

The employer shall establish the following:

- D. Employees who test positive for drugs or alcohol shall be personally responsible for obtaining and paying for a Substance Abuse Professional for consultation and treatment. Employees needing a Substance Abuse Professional can contact American Substance Abuse Professionals, Inc at (888) 792-2727 to arrange for the necessary counseling with an approved Substance Abuse Professional available in the area.
- E. Owing to the negative effects of drug use and alcohol misuse on an individual's health, work, and personal life, this employer encourages its employees wanting additional educational and training material on drug and alcohol problems to contact EAP regarding any services provided.
- F. Further, any covered employee exhibiting an indication of a drug or alcohol problem will be asked to seek counseling as a condition of continued employment. Any covered employee exhibiting an indication of prohibited conduct shall be investigated to determine if a probable cause test is warranted.
- G. An annual one-hour training and educational program for covered employees that shall include a review of this personnel policy and other pertinent matters.
- H. Training in drug and alcohol detection and related matters for all supervisory personnel of this employer's CDL employees. This training may be satisfied by attendance at a PSATS CDL Program probable cause workshop.

XIV. CDL INFORMATION CONTACT

The following person is designated by this employer for the purpose of providing information to employees concerning the federal laws and regulations governing the testing of CDL employees and for implementing and monitoring the employer's compliance with the federal testing program:

James Wheeler, Manager
PSATS CDL Program
4855 Woodland Drive
Enola, PA, 17025
(E): cdl@psats.org
(P): 800-235-7579
(F): cdl.psats.org

XV. MISCELLANEOUS

- A. This Policy shall be implemented with the constitutional and legal rights of the employees subjected to it.
- B. This Policy shall not be deemed to be a covenant of employment or other form of covenant or contract between the employer and any employee.
- C. Any collective bargaining agreement entered by the employer subsequent to the adoption of this Policy shall conform to the provisions of this Policy.

D. Any agreement for the sharing, leasing, lending, or other transfer of CDL employees between the employer and any other municipality or private enterprise shall address in writing the status of said employees as to whether they are employees of the receiving entity during the period of the transfer.

E. Any contract for services involving CDL employees shall expressly state whether the contracting party is an independent contractor or employee of the employer. Any contractor must regularly, during the life of any contract, provide to the employer the appropriate documents showing their continued compliance with the federal CDL act and regulations.

F. The definition of terms shall be as contained in the relevant federal and state regulations.

G. A copy of this Policy shall be delivered to every employee and applicant for employment who is subject to it and to all supervisory personnel. All employees shall sign an acknowledgment of receipt of the Policy which shall be permanently retained in the employee's personnel file.

H. A copy of the controlling law and federal regulations shall be maintained in the employer's offices and shall be accessible to employees, upon request.

I. This Policy will be limited by any applicable federal or state law, or by municipal ordinance or any applicable collective bargaining agreement which does not contravene such laws.

J. Employees agree to waive any liability against the employer arising out of the employer's administration of this Policy and its administration of the program established pursuant to the federal law or regulations regarding the employer's responsibility for CDL drivers.

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4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksengineers.com
215.340.0600

April 5, 2021
Ref: # 7200-51

Township of Worcester
PO Box 767
Worcester, PA 19490-0767

Attention: Tommy Ryan, Township Manager

Reference: 1567 Potshop Road - Grading Permit
Waiver of Side-yard Setback for On-Lot Sewage Disposal System

Dear Mr. Ryan:

I am in receipt of a grading permit plan for construction of a new on-lot sewage disposal system at 1567 Potshop Road. This new system will be replacing an existing failing cesspool system currently on the property.

The applicant has tested numerous sites around the property to determine adequate soils for installation of the new system. Due to the unique shape of this property, the location of the proposed system is not within the 30-foot setback requirement currently contained in our Subdivision and Land Development Ordinance. The location of the proposed on-lot system is 14 ft. from the side-yard. I have reviewed the plan and the location of the proposed system as well as other test areas on the property. Based on my review, there is no other acceptable location and therefore I am not opposed to granting this waiver.

Please let me know if you have any questions or need any further assistance with this plan.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers


Joseph J. Nolan, P.E.

JJN/paf
Enclosure
cc: File

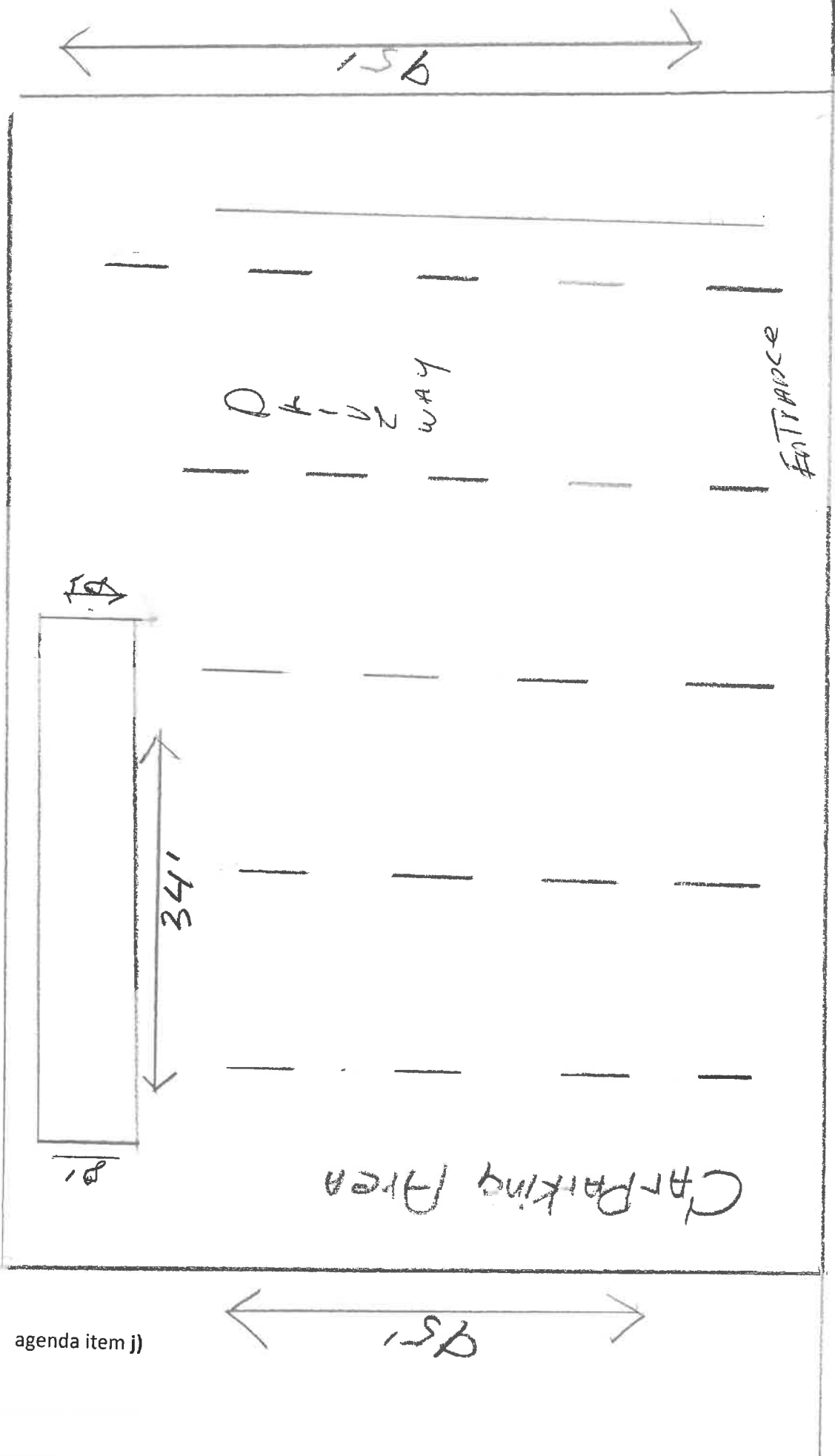
Municipal Engineering · Storm Water Management · Water & Wastewater Engineering
Environmental Engineering · Geographic Information Systems (GIS) · Construction Management

agenda item i)

David Dobner
2972 W. Germantown Pike
Fairview Village PA

Joseph DeGross
211 Woodland Ave
Norristown, PA 19103

agenda item j)



Germantown Pike

135'