

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

FEBRUARY 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: 02/28/21
Current Period: 02/01/21 to 02/28/21
Prior Year: 02/01/20 to 02/28/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
001-301-100-000	Property Taxes- Current	\$46,416.44	\$46,690.00	\$1,820.74	\$2,409.50	\$0.00	-\$44,280.50	5%
001-301-500-000	Property Taxes- Liened	\$629.91	\$500.00	\$172.98	\$221.80	\$0.00	-\$278.20	44%
001-301-600-000	Property Taxes- Interim	\$174.84	\$200.00	\$10.50	\$56.21	\$0.00	-\$143.79	28%
	Segment 3 301 Total	\$47,221.19	\$47,390.00	\$2,004.22	\$2,687.51	\$0.00	-\$44,702.49	6%
001-310-030-000	Per Capita Taxes- Delinquent	\$941.18	\$200.00	\$135.30	\$255.20	\$0.00	\$55.20	128%
001-310-100-000	Real Estate Transfer Taxes	\$560,731.90	\$375,000.00	\$29,346.74	\$89,720.51	\$0.00	-\$285,279.49	24%
001-310-210-000	Earned Income Taxes	\$2,118,800.83	\$2,582,000.00	\$461,056.88	\$543,809.75	\$0.00	-\$2,038,190.25	21%
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	\$2,680,473.91	\$2,957,250.00	\$490,538.92	\$633,785.46	\$0.00	-\$2,323,464.54	21%
001-321-800-000	Franchise Fees	\$162,983.17	\$216,000.00	\$54,052.58	\$54,052.58	\$0.00	-\$161,947.42	25%
001-322-820-000	Road Opening Permits	\$400.00	\$300.00	\$165.00	\$165.00	\$0.00	-\$135.00	55%
001-322-900-000	Sign Permits	\$77.50	\$150.00	\$30.00	\$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	\$195.00	\$195.00	\$0.00	-\$405.00	32%
001-331-120-000	Ordinance Violations	\$1,620.47	\$1,600.00	\$71.41	\$113.08	\$0.00	-\$1,486.92	7%
001-341-000-000	Interest Earnings	\$773.19	\$600.00	\$20.41	\$36.08	\$0.00	-\$563.92	6%
001-342-000-000	Rents & Royalties	\$19,035.10	\$19,992.46	\$1,575.43	\$3,150.86	\$0.00	-\$16,841.60	16%
001-342-120-000	Cell Tower Rental	\$167,120.39	\$168,000.00	\$19,782.77	\$39,242.10	\$0.00	-\$128,757.90	23%
	Segment 3 342 Total	\$186,155.49	\$187,992.46	\$21,358.20	\$42,392.96	\$0.00	-\$145,599.50	23%
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	\$0.00	\$0.00	\$0.00	-\$600.00	0%
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	\$0.00	\$0.00	\$0.00	-\$149,079.59	0%
001-361-300-000	Land Development Fees	\$4,980.00	\$3,000.00	\$975.00	\$1,175.00	\$0.00	-\$1,825.00	39%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

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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	\$0.00	\$0.00	\$0.00	-\$12,520.00	0%
001-361-500-000	Map And Publication Sales	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	-\$5.00	0%
	Segment 3 361 Total	\$21,080.00	\$16,825.00	\$975.00	\$1,175.00	\$0.00	-\$15,650.00	7%
001-362-410-000	Building Permit Fees	\$242,167.74	\$160,000.00	\$42,094.84	\$54,415.79	\$0.00	-\$105,584.21	34%
001-362-420-000	Zoning Permit Fees	\$31,837.50	\$19,500.00	\$2,837.50	\$4,535.00	\$0.00	-\$14,965.00	23%
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	\$387.50	\$497.50	\$0.00	-\$302.50	62%
	Segment 3 362 Total	\$276,055.24	\$180,500.00	\$45,319.84	\$59,448.29	\$0.00	-\$121,051.71	33%
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	\$976.56	\$2,808.81	\$0.00	-\$13,791.19	17%
	Segment 3 367 Total	\$15,451.34	\$26,200.00	\$976.56	\$3,417.31	\$0.00	-\$22,782.69	13%
001-381-000-000	Miscellaneous Income	\$27,324.43	\$1,000.00	\$23.87	\$1,338.72	\$0.00	\$338.72	134%
001-381-001-000	Service Charge Fees	\$190.00	\$165.00	\$29.51	\$53.25	\$0.00	-\$111.75	32%
	Segment 3 381 Total	\$27,514.43	\$1,165.00	\$53.38	\$1,391.97	\$0.00	\$226.97	119%
001-383-200-000	Escrow Administration	\$1,415.00	\$880.00	\$110.00	\$220.00	\$0.00	-\$660.00	25%
001-395-000-000	Refund of Prior Year Expenditures	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	Revenue Total	\$3,570,455.52	\$3,786,082.05	\$615,675.52	\$798,915.24	\$0.00	-\$2,987,166.81	21%
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	\$1,260.00	\$0.00	\$6,240.00	17%
001-400-150-000	Legislative- Benefits	\$41,398.25	\$49,267.86	\$2,423.10	\$4,846.20	\$0.00	\$44,421.66	10%
001-400-312-000	Legislative- Consultant Services	\$31,574.00	\$31,100.00	\$2,000.00	\$5,000.00	\$0.00	\$26,100.00	16%
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	\$0.00	\$0.00	\$0.00	\$4,425.00	0%
001-400-460-000	Legislative- Meetings & Seminars	\$1,617.00	\$4,975.00	\$7.50	\$7.50	\$0.00	\$4,967.50	0%
	Segment 3 400 Total	\$84,998.25	\$97,667.86	\$5,060.60	\$11,113.70	\$0.00	\$86,554.16	11%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

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<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>
001-401-000-000	MANAGER:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-401-120-000	Management- Payroll	\$180,167.56	\$221,146.05	\$16,747.68	\$33,385.92	\$0.00	\$187,760.13	15%
001-401-150-000	Management- Benefits	\$63,616.53	\$73,529.16	\$5,384.49	\$13,100.31	\$0.00	\$60,428.85	18%
001-401-312-000	Management- Consultant Services	\$3,193.00	\$8,225.00	\$0.00	\$0.00	\$0.00	\$8,225.00	0%
001-401-321-000	Management- Mobile Phone	\$750.00	\$900.00	\$75.00	\$150.00	\$0.00	\$750.00	17%
001-401-337-000	Management- Mileage Reimbursement	\$4,800.00	\$4,800.00	\$400.00	\$800.00	\$0.00	\$4,000.00	17%
001-401-460-000	Management- Meetings & Seminars	\$1,361.51	\$2,075.00	\$309.50	\$309.50	\$0.00	\$1,765.50	15%
	Segment 3 401 Total	\$253,888.60	\$310,675.21	\$22,916.67	\$47,745.73	\$0.00	\$262,929.48	15%
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	\$71,086.45	\$68,000.00	\$5,230.76	\$10,365.34	\$0.00	\$57,634.66	15%
001-402-150-000	Finance- Benefits	\$40,544.95	\$44,783.53	\$2,366.32	\$6,230.81	\$0.00	\$38,552.72	14%
001-402-321-000	Finance- Mobile Phone	\$250.00	\$300.00	\$25.00	\$50.00	\$0.00	\$250.00	17%
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	\$112,969.26	\$114,033.53	\$7,622.08	\$16,646.15	\$0.00	\$97,387.38	15%
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	\$99.85	\$99.85	\$0.00	\$2,269.65	4%
001-403-150-000	Tax Collection- Benefits	\$176.97	\$181.50	\$7.64	\$7.64	\$0.00	\$173.86	4%
001-403-210-000	Tax Collection- Office Supplies	\$2,099.14	\$5,140.00	\$0.00	\$0.00	\$0.00	\$5,140.00	0%
001-403-310-000	Tax Collection- Professional Services	\$30,844.73	\$28,402.55	\$5,008.39	\$5,834.42	\$0.00	\$22,568.13	21%
	Segment 3 403 Total	\$35,434.00	\$36,093.55	\$5,115.88	\$5,941.91	\$0.00	\$30,151.64	16%
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	\$67,800.00	\$8,540.25	\$8,540.25	\$0.00	\$59,259.75	13%
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	\$79,800.00	\$8,540.25	\$8,540.25	\$0.00	\$71,259.75	11%
001-405-000-000	CLERICAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-405-140-000	Clerical- Payroll	\$79,985.78	\$63,269.81	\$4,343.84	\$8,843.28	\$0.00	\$54,426.53	14%
001-405-150-000	Clerical- Benefits	\$33,855.41	\$16,747.32	\$1,116.40	\$2,287.03	\$0.00	\$14,460.29	14%
001-405-210-000	Clerical- Office Supplies	\$8,356.69	\$6,000.00	\$348.99	\$511.64	\$0.00	\$5,488.36	9%

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Statement of Revenue and Expenditures

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<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>
001-405-310-000	Payroll Services	\$16,604.76	\$17,010.00	\$1,255.27	\$2,555.21	\$0.00	\$14,454.79	15%
001-405-321-000	Clerical- Telephone	\$3,733.09	\$4,725.00	\$256.84	\$256.84	\$0.00	\$4,468.16	5%
001-405-325-000	Clerical- Postage	\$6,732.81	\$4,550.00	\$567.99	\$567.99	\$0.00	\$3,982.01	12%
001-405-337-000	Clerical- Mileage Reimbursement	\$68.25	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0%
001-405-340-000	Clerical- Advertisement	\$3,668.78	\$7,200.00	\$244.95	\$244.95	\$0.00	\$6,955.05	3%
001-405-460-000	Clerical- Meetings & Seminars	\$354.82	\$1,775.00	\$0.00	\$0.00	\$0.00	\$1,775.00	0%
001-405-465-000	Clerical- Computer Expense	\$76,675.06	\$73,759.00	\$4,069.44	\$10,392.44	\$0.00	\$63,366.56	14%
001-405-470-000	Clerical- Other Expense	\$5,480.92	\$7,224.00	\$465.31	\$526.68	\$0.00	\$6,697.32	7%
	Segment 3 405 Total	\$235,516.37	\$202,560.13	\$12,669.03	\$26,186.06	\$0.00	\$176,374.07	13%
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	\$1,479.74	\$2,571.44	\$0.00	\$31,178.56	8%
	Segment 3 408 Total	\$10,378.56	\$33,750.00	\$1,479.74	\$2,571.44	\$0.00	\$31,178.56	8%
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	\$904.82	\$1,246.91	\$0.00	\$8,857.09	12%
001-409-137-000	Administration- Maintenance & Repairs	\$11,855.52	\$16,680.00	\$1,064.92	\$1,969.05	\$0.00	\$14,710.95	12%
001-409-142-000	Administration- Alarm Service	\$2,797.90	\$3,804.00	\$187.82	\$375.64	\$0.00	\$3,428.36	10%
001-409-147-000	Administration- Other Expenses	\$871.76	\$2,400.00	\$19.86	\$97.65	\$0.00	\$2,302.35	4%
001-409-236-000	Garage- Utilities	\$10,225.61	\$15,060.00	\$2,123.28	\$2,885.40	\$0.00	\$12,174.60	19%
001-409-237-000	Garage- Maintenance & Repairs	\$9,506.74	\$10,044.00	\$892.63	\$1,357.53	\$0.00	\$8,686.47	14%
001-409-242-000	Garage- Alarm Service	\$1,182.96	\$1,608.00	\$60.00	\$120.00	\$0.00	\$1,488.00	7%
001-409-247-000	Garage- Other Expenses	\$760.45	\$1,440.00	\$19.86	\$152.62	\$0.00	\$1,287.38	11%
001-409-436-000	Community Hall- Utilities	\$4,303.60	\$5,760.00	\$645.59	\$745.38	\$0.00	\$5,014.62	13%
001-409-437-000	Community Hall- Maintenance & Repairs	\$3,869.13	\$5,796.00	\$519.03	\$1,660.53	\$0.00	\$4,135.47	29%
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	-\$979.33	-\$910.02	\$0.00	\$5,451.02	-20%
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%

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Statement of Revenue and Expenditures

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Expend Account	Description	Prior Yr. Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
	Segment 3 409 Total	\$55,193.15	\$84,703.00	\$5,458.48	\$9,700.69		\$75,002.31	11%
001-411-000-000	FIRE:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%
001-411-380-000	Fire Protection- Hydrant Rentals	\$9,553.84	\$27,590.00	\$809.64	\$809.64		\$26,780.36	3%
001-411-540-000	Fire Protection- WVFD Contributions	\$351,800.04	\$360,098.04	\$259,548.00	\$259,548.00		\$100,550.04	72%
	Segment 3 411 Total	\$361,353.88	\$387,688.04	\$260,357.64	\$260,357.64		\$127,330.40	67%
001-413-000-000	UCC & CODE ENFORCEMENT:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%
001-413-110-000	Fire Marshal- Payroll	\$5,943.31	\$12,029.58	\$317.81	\$606.67		\$11,422.91	5%
001-413-110-150	Fire Marshal- Benefits	\$3,816.51	\$4,437.47	\$250.83	\$608.86		\$3,828.61	14%
001-413-140-000	Code Enforcement- Payroll	\$46,745.49	\$46,995.81	\$4,192.69	\$7,641.09		\$39,354.72	16%
001-413-150-000	Code Enforcement- Benefits	\$22,797.17	\$17,818.60	\$1,505.13	\$2,848.89		\$14,969.71	16%
001-413-210-000	Code Enforcement- Supplies	\$1,220.00	\$3,505.00	\$0.00	\$0.00		\$3,505.00	0%
001-413-312-000	Code Enforcement- Consultant Services	\$56,849.00	\$74,845.70	\$3,250.00	\$3,250.00		\$71,595.70	4%
001-413-321-000	Code Enforcement- Mobile Phone	\$488.26	\$360.00	\$20.04	\$20.04		\$339.96	6%
001-413-337-000	Code Enforcement- Mileage Reimbursement	\$994.79	\$1,320.00	\$0.00	\$0.00		\$1,320.00	0%
001-413-460-000	Code Enforcement- Meetings & Seminars	\$621.47	\$1,300.00	\$160.00	\$264.87		\$1,035.13	20%
	Segment 3 413 Total	\$139,476.00	\$162,612.16	\$9,696.50	\$15,240.42		\$147,371.74	9%
001-414-000-000	PLANNING & ZONING:	\$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		\$3,400.00	0%
001-414-150-000	Zoning- Benefits	\$160.78	\$260.44	\$0.00	\$0.00		\$260.44	0%
001-414-310-000	Zoning- Professional Services	\$5,358.00	\$5,400.00	\$0.00	\$0.00		\$5,400.00	0%
001-414-313-000	Zoning- Engineering	\$0.00	\$1,500.00	\$0.00	\$0.00		\$1,500.00	0%
001-414-314-000	Zoning- Legal	\$21,980.00	\$32,300.00	\$360.00	\$360.00		\$31,940.00	1%
001-414-315-000	Zoning- Conditional Use	\$10,368.45	\$8,700.00	\$0.00	\$0.00		\$8,700.00	0%
001-414-341-000	Zoning- Advertisement	\$3,121.72	\$4,050.00	\$229.82	\$229.82		\$3,820.18	6%
001-414-460-000	Zoning- Meetings & Seminars	\$0.00	\$200.00	\$0.00	\$0.00		\$200.00	0%
	Segment 3 414 Total	\$43,088.95	\$55,810.44	\$589.82	\$589.82		\$55,220.62	1%
001-419-000-000	OTHER PUBLIC SAFETY:	\$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		\$2,520.00	0%
	Segment 3 419 Total	\$555.73	\$2,520.00	\$0.00	\$0.00		\$2,520.00	0%

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<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	\$430,481.75	\$444,301.83	\$38,603.84	\$69,807.81	\$0.00	\$374,494.02	16%
001-430-150-000	Public Works- Benefits	\$264,768.00	\$287,596.42	\$18,875.68	\$42,768.15	\$0.00	\$244,828.27	15%
001-430-238-000	Public Works- Uniforms	\$8,207.51	\$10,374.00	\$529.00	\$923.98	\$0.00	\$9,450.02	9%
001-430-326-000	Public Works- Mobile phones	\$1,557.45	\$1,560.00	\$114.72	\$114.72	\$0.00	\$1,445.28	7%
001-430-460-000	Public Works- Meetings & Seminars	\$365.82	\$1,700.00	\$120.81	\$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	\$706,596.49	\$746,997.25	\$58,244.05	\$113,735.47	\$0.00	\$633,261.78	15%
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	\$0.00	\$0.00	\$0.00	\$31,906.25	0%
001-432-450-000	Snow Removal- Contractor	\$2,015.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	Segment 3 432 Total	\$12,678.58	\$31,906.25	\$0.00	\$0.00	\$0.00	\$31,906.25	0%
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	\$537.77	\$537.77	\$0.00	\$3,002.23	15%
001-433-374-000	Traffic Signal- Maintenance	\$9,466.86	\$11,200.00	\$0.00	\$0.00	\$0.00	\$11,200.00	0%
	Segment 3 433 Total	\$16,551.89	\$19,740.00	\$537.77	\$537.77	\$0.00	\$19,202.23	3%
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	\$75,000.00	\$5,102.92	\$6,477.37	\$0.00	\$68,522.63	9%
001-437-260-000	Machinery & Tools- Small Tools	\$4,977.50	\$10,500.00	\$611.13	\$781.82	\$0.00	\$9,718.18	7%
	Segment 3 437 Total	\$22,745.07	\$85,500.00	\$5,714.05	\$7,259.19	\$0.00	\$78,240.81	8%
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	\$200.96	\$200.96	\$0.00	\$5,224.04	4%
001-438-232-000	Diesel Fuel	\$12,914.96	\$25,275.00	\$1,704.30	\$1,753.15	\$0.00	\$23,521.85	7%
001-438-242-000	Road Signs	\$3,213.05	\$3,000.00	\$101.20	\$263.53	\$0.00	\$2,736.47	9%
001-438-245-000	Road Supplies	\$10,816.98	\$43,500.00	\$0.00	\$0.00	\$0.00	\$43,500.00	0%
001-438-313-000	Engineering	\$7,727.70	\$18,000.00	\$526.50	\$526.50	\$0.00	\$17,473.50	3%
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	\$108,500.00	\$2,532.96	\$2,744.14	\$0.00	\$105,755.86	3%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

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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	\$397.00	\$397.00	\$0.00	\$34,603.00	1%
	Segment 3 446 Total	\$8,766.50	\$35,000.00	\$397.00	\$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	\$19,584.71	\$21,028.48	\$0.00	\$1,044.36	\$0.00	\$19,984.12	5%
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	\$22,057.53	\$23,930.26	\$0.00	\$1,145.66	\$0.00	\$22,784.60	5%
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	\$662.36	\$662.36	\$0.00	\$2,553.64	21%
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	\$24.23	\$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	\$72.00	\$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	\$58.74	\$58.74	\$0.00	\$3,843.26	2%
001-454-446-000	Sunny Brook Park- Utilities	\$914.91	\$1,680.00	\$155.12	\$155.12	\$0.00	\$1,524.88	9%
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	\$474.08	\$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	\$1,446.53	\$2,584.87	\$0.00	\$45,013.13	5%

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	\$729.84	\$729.84	\$0.00	\$19,570.16	4%
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	\$729.84	\$729.84	\$0.00	\$20,570.16	3%
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	\$797.80	\$797.80	\$0.00	-\$797.80	0%
	Segment 3 481 Total	\$0.00	\$0.00	\$797.80	\$797.80	\$0.00	-\$797.80	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	\$5,252.00	\$28,518.00	\$0.00	\$82,063.30	26%
	Segment 3 486 Total	\$93,376.70	\$110,581.30	\$5,252.00	\$28,518.00	\$0.00	\$82,063.30	26%
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	\$4,119,529.10	\$3,786,082.06	\$415,158.69	\$563,083.55	\$0.00	\$3,222,998.51	15%

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	Prior	Current	YTD
Revenue:	\$3,570,455.52	\$615,675.52	\$798,915.24
Expended:	\$4,119,529.10	\$415,158.69	\$563,083.55
Net Income:	-\$549,073.58	\$200,516.83	\$235,831.69

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
008-341-000-000	Interest Earnings	\$7,493.97	\$3,500.00	\$66.13	\$151.03	\$0.00	-\$3,348.97	4%
008-364-110-000	Tapping Fees	\$47,866.37	\$45,931.62	\$2,865.66	\$143,981.57	\$0.00	\$98,049.95	313%
008-364-120-000	Sewer Fees- Residential	\$471,531.06	\$484,645.24	\$31,854.01	\$123,972.99	\$0.00	-\$360,672.25	26%
008-364-130-000	Sewer Fees- Commercial	\$142,792.04	\$160,000.00	\$9,853.08	\$19,914.61	\$0.00	-\$140,085.39	12%
008-364-140-000	Late Fees	\$9,365.41	\$7,000.00	\$1,377.42	\$2,144.73	\$0.00	-\$4,855.27	31%
008-364-150-000	Certification Fees	\$1,475.00	\$1,250.00	\$175.00	\$225.00	\$0.00	-\$1,025.00	18%
	Segment 3 364 Total	\$673,029.88	\$698,826.86	\$46,125.17	\$290,238.90	\$0.00	-\$408,587.96	42%
008-381-000-000	Miscellaneous Income	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	-\$25.00	0%
	Revenue Total	\$680,523.85	\$702,351.86	\$46,191.30	\$290,389.93	\$0.00	-\$411,961.93	41%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

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<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>
008-429-000-000	WASTEWATER COLLECTION AND TREATMENT:	\$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	\$0.00	\$0.00	\$0.00	\$1,104.00	0%
008-429-300-000	Other Expenses	\$117,116.36	\$136,860.00	\$10,177.04	\$13,836.04	\$0.00	\$123,023.96	10%
008-429-313-000	Engineering	\$3,529.70	\$16,000.00	\$1,141.85	\$3,684.15	\$0.00	\$12,315.85	23%
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	\$6,547.50	\$6,547.50	\$0.00	\$76,192.50	8%
008-429-321-000	Telephone	\$863.67	\$960.00	\$80.20	\$158.37	\$0.00	\$801.63	16%
008-429-361-000	Utilities	\$107,047.37	\$107,088.00	\$9,334.00	\$9,334.00	\$0.00	\$97,754.00	9%
008-429-374-000	Equipment & Repairs	\$19,016.89	\$24,204.00	\$5,830.93	\$5,830.93	\$0.00	\$18,373.07	24%
008-429-421-001	Center Point-Operations	\$5,742.50	\$5,916.00	\$458.75	\$458.75	\$0.00	\$5,457.25	8%
008-429-421-002	Center Point-Utilities & Repairs	\$5,978.57	\$6,132.00	\$434.18	\$472.29	\$0.00	\$5,659.71	8%
008-429-422-001	Meadowood- Operations	\$5,555.00	\$5,916.00	\$458.75	\$458.75	\$0.00	\$5,457.25	8%
008-429-422-002	Meadowood- Utilities & Repairs	\$4,256.15	\$5,520.00	\$707.51	\$745.67	\$0.00	\$4,774.33	14%
008-429-423-001	Heritage Village- Operations	\$5,505.00	\$5,916.00	\$458.75	\$458.75	\$0.00	\$5,457.25	8%
008-429-423-002	Heritage Village- Utilities & Repairs	\$3,074.78	\$4,872.00	\$287.12	\$325.23	\$0.00	\$4,546.77	7%
008-429-424-001	Fawn Creek- Operations	\$5,505.00	\$5,916.00	\$458.75	\$458.75	\$0.00	\$5,457.25	8%
008-429-424-002	Fawn Creek- Utilities & Repairs	\$2,571.00	\$4,092.00	\$697.63	\$897.89	\$0.00	\$3,194.11	22%
008-429-425-001	Chadwick Place- Operations	\$5,505.00	\$5,916.00	\$458.75	\$458.75	\$0.00	\$5,457.25	8%
008-429-425-002	Chadwick Place- Utilities & Repairs	\$2,848.96	\$4,308.00	\$291.32	\$291.32	\$0.00	\$4,016.68	7%
008-429-426-001	Adair Pump- Operations	\$5,855.00	\$5,916.00	\$458.75	\$458.75	\$0.00	\$5,457.25	8%
008-429-426-002	Adair Pump- Utilities & Repairs	\$2,454.25	\$4,008.00	\$231.45	\$270.25	\$0.00	\$3,737.75	7%
008-429-700-000	Capital Improvements	\$102,040.23	\$90,000.00	\$3,396.00	\$3,396.00	\$0.00	\$86,604.00	4%
	Segment 3 429 Total	\$486,962.32	\$525,884.00	\$41,909.23	\$48,542.14	\$0.00	\$477,341.86	9%
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%
	Segment 3 472 Total	\$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
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	\$662,045.88	\$702,058.96	\$41,909.23	\$48,542.14	\$0.00	\$653,516.82	7%
008			Prior	Current	YTD			
	Revenue:	\$680,523.85	\$46,191.30	\$290,389.93				
	Expended:	\$662,045.88	\$41,909.23	\$48,542.14				
	Net Income:	\$18,477.97	\$4,282.07	\$241,847.79				
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	\$705.06	\$1,681.03	\$0.00	-\$46,318.97	4%
030-354-351-000	Grants	\$371,218.04	\$1,670,700.00	\$0.00	\$75,420.00	\$0.00	-\$1,595,280.00	5%
030-363-100-000	Traffic Impact Fees	\$418,954.07	\$31,095.85	\$204,000.00	\$207,378.37	\$0.00	\$176,282.52	667%
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	\$2,642,907.80	\$2,711,151.93	\$204,705.06	\$284,479.40	\$0.00	-\$2,426,672.53	10%
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	\$787.42	\$787.42	\$0.00	\$11,012.58	7%
	Segment 3 405 Total	\$12,898.89	\$11,800.00	\$787.42	\$787.42	\$0.00	\$11,012.58	7%
030-409-000-000	GOVERNMENT BUIILDINGS & 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	\$10,728.48	\$26,767.86	\$0.00	\$2,766,082.14	1%
030-430-740-000	Equipment Purchases	\$141,619.28	\$200,850.00	\$0.00	\$0.00	\$0.00	\$200,850.00	0%
	Segment 3 430 Total	\$895,685.60	\$2,993,700.00	\$10,728.48	\$26,767.86	\$0.00	\$2,966,932.14	1%

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
030-433-600-000	Traffic Signs & Signals	\$252,569.06	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	0%
030-454-600-000	Parks and Trails	\$40,300.08	\$195,000.00	\$0.00	\$1,386.00	\$0.00	\$193,614.00	1%
030-454-710-000	Land Acquisition	\$3,838.00	\$35,000.00	\$0.00	\$3,000.00	\$0.00	\$32,000.00	9%
Segment 3 454 Total		\$44,138.08	\$230,000.00	\$0.00	\$4,386.00	\$0.00	\$225,614.00	2%
Expend Total		\$1,237,241.63	\$3,267,300.00	\$11,515.90	\$31,941.28	\$0.00	\$3,235,358.72	1%
030			Prior	Current	YTD			
		Revenue:	\$2,642,907.80	\$204,705.06	\$284,479.40			
		Expended:	\$1,237,241.63	\$11,515.90	\$31,941.28			
		Net Income:	\$1,405,666.17	\$193,189.16	\$252,538.12			

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
035-341-000-000	Interest Earnings	\$1,387.71	\$750.00	\$0.70	\$1.53	\$0.00	-\$748.47	0%
035-355-020-000	Liquid Fuel Funds	\$366,337.29	\$334,099.00	\$0.00	\$0.00	\$0.00	-\$334,099.00	0%
Revenue Total		\$367,725.00	\$334,849.00	\$0.70	\$1.53	\$0.00	-\$334,847.47	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
035-438-000-000	ROADS & BRIDGES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
035-438-370-000	Road Maintenance Contractor	\$378,000.00	\$368,000.00	\$0.00	\$0.00	\$0.00	\$368,000.00	0%
Segment 3 438 Total		\$378,000.00	\$368,000.00	\$0.00	\$0.00	\$0.00	\$368,000.00	0%
Expend Total		\$378,000.00	\$368,000.00	\$0.00	\$0.00	\$0.00	\$368,000.00	0%

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
040-341-200-000	Interest Earnings Developers	\$208.69	\$0.00	\$0.34	\$0.75	\$0.00	\$0.75	0%
035			Prior	Current	YTD			
		Revenue:	\$367,725.00	\$0.70	\$1.53			
		Expended:	\$378,000.00	\$0.00	\$0.00			
		Net Income:	-\$10,275.00	\$0.70	\$1.53			

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Total \$208.69 \$0.00 \$0.34 \$0.75 \$0.00 \$0.75 0%

040

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$208.69	\$0.34	\$0.75
Expended:	\$0.00	\$0.00	\$0.00
Net Income:	\$208.69	\$0.34	\$0.75

Grand Totals

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$7,261,820.86	\$866,572.92	\$1,373,786.85
Expended:	\$6,396,816.61	\$468,583.82	\$643,566.97
Net Income:	\$865,004.25	\$397,989.10	\$730,219.88

CASH FLOW REPORT

FEBRUARY 2021

CASH FLOW BY FUND

GF GENERAL FUND

	YTD	budgeted	percent
rec	\$ 798,915	\$ 658,673	121%
exp	\$ 563,084	\$ 724,728	78%

SF SEWER FUND

	YTD actual	budgeted	percent
rec	\$ 290,390	\$ 154,641	188%
exp	\$ 48,542	\$ 87,463	55%

CF CAPITAL FUND

	YTD	budgeted	percent
rec	\$ 284,479	\$ 291,966	97%
exp	\$ 31,941	\$ 959,996	3%

SF STATE FUND

	YTD	budgeted	percent
rec	\$ 2	\$ 125	1%
exp	\$ -	\$ -	100%

CASH FLOW FOR KEY LINE ITEMS

GF	earned income tax	103%
GF	real estate transfer tax	299%
GF	building permits	1814%
GF	franchise fees	100%
GF	cell tower rental	140%
GF	public works	91%
GF	management	88%
GF	code enforcement	64%
GF	clerical	77%
GF	fire protection	100%

SF	residential sewer fees	108%
SF	commercial sewer fees	75%
SF	tapping fees	1320%
SF	wastewater plant operations	47%
SF	wastewater plant utilities	52%
SF	capital improvements	23%

CF	General Fund transfer	100%
CF	grants	27%
CF	traffic impact fees	4002%
CF	capital roads	4%
CF	parks and trails	4%
CF	equipment	0%

SF	liquid fuel funds	100%
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

February 2021

Comprehensive Plan Update Task Force (February 24)

- Comprehensive Plan – Continued review of 2008 Comprehensive Plan, discussed goals, objectives and strategies for recommendations. Planned and scheduled open house meeting for public comment.

Planning Commission (*did not meet*)

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 02/01/2021 to 02/28/2021

Item
Total Issued Permits

Count / Fee
39 / \$15,199.20

	#of Permits	Construction Cost	Permit Fees
1	1	\$0.00	\$55.00

Building Permit		#of Permits	Construction Cost	Permit Fees
1	Accessory Structure	1	\$342,000.00	\$317.00
2	Commercial Addition	1	\$7,500.00	\$279.50
3	Electrical	1	\$6,930.00	\$32.00
4	Generator	4	\$44,829.00	\$493.00
5	Heat/AC Unit	3	\$29,977.00	\$268.50
6	Hot Tub/Spa	1	\$7,990.00	\$92.00
7	New Single Family Dwelling	1	\$270,000.00	\$2,278.50
8	New Townhome	1	\$800,000.00	\$8,038.20
9	Residential Alterations	3	\$47,500.00	\$737.50
10	Sewer Connection	1	\$2,901.00	\$94.50
11	Solar Panels	1	\$2,400.00	\$152.00
12	Tank Removal	1	\$3,482.00	\$59.50
13	Wooden Deck	6	\$118,700.00	\$769.50

Road Opening		#of Permits	Construction Cost	Permit Fees
1	Road Opening	1	\$0.00	\$55.00

Zoning Permit		#of Permits	Construction Cost	Permit Fees
1	Fence	2	\$4,100.00	\$57.50
2	General Zoning	1	\$0.00	\$30.00
3	Grading	4	\$0.00	\$1,175.00
4	New Tenant	1	\$0.00	\$95.00
5	Patio & Deck (less than 30" above ground)	2	\$19,500.00	\$60.00
6	Shed	1	\$0.00	\$30.00
7	Sign	1	\$4,800.00	\$30.00

Total **39** **\$1,712,609.00** **\$15,199.20**

Other Fees Collected
State Fee

\$112.50

Public Works Department Report

February 2021

1) Road Maintenance

- A. Cleared inlets and drains throughout the Township**
- B. Filled potholes throughout the Township**
- C. Cleared and straightened roadway signage**

2) Storm Maintenance

- A. 2.1.21 Removal of snow and ice from Township roadways**
- B. 2.2.21 Removal of snow and ice from Township roadways**
- C. 2.7.21 Removal of snow and ice from Township Roadways**
- D. 2.10.21 All Township roadways brined prior to storm event**
- E. 2.11.21 Removal of snow and ice from Township roadways**
- F. 2.17.21 All Township roadways brined prior to storm event**
- G. 2.18.21 Removal of snow and ice from Township roadways**
- H. 2.19.21 Roadways salted after evening's ice storm**
- I. 2.22.21 Removal of snow and ice from Township roadways**

3) Parks

- A. Three times weekly cleaning of restrooms, emptying trash receptacles, and stocking dog bags**
- B. Repairing washouts and general trail maintenance**
- C. Heebner Park Gazebo paver project**

4) Vehicle Maintenance

- A. Performed weekly maintenance of all Township vehicles**
- B. 64-11/64-60 Inspection**
- C. 64-28 Exhaust and wheel repairs**
- D. 64-39 Turbo repair**

5) Miscellaneous

- A. Setting up and cleaning of Community Hall for rentals and Township events**
- B. Maintenance of Township brush recycle bin**
- C. Delivery of Covid Safety kits to Township businesses**

February 2021 Fire Marshal Report to Board of Supervisors

- 1/ Fire Marshal investigations on 10 miscellaneous dispatches.
- 2/ \$0 Fire damage for the month
- 3 / Supplied truck turning radius information to insurance co
- 4/ Assisted resident with removing old fire extinguisher
- 5/ Reviewed changes to codes involving fire department and Fire Marshals' office

Respectfully Submitted,

David Cornish
Fire Marshal

MEMORANDUM

TO: Worcester Township Board of Supervisors
FROM: Joseph J. Nolan, P.E., Township Engineer
DATE: March 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 March 1, 2021.

1. **Turnpike Sound Barriers Grant Project:** We are continuing with the design work on this project. We submitted our final design plans to the Turnpike, and they are in the process of their review. 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.
3. **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, the 3425 Stump Hall Road Subdivision, and the 2625 Skippack Pike Subdivision.

CKS ENGINEERS, INC.

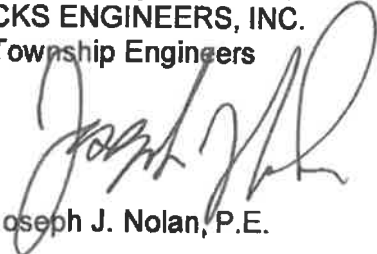
March 1, 2021

Ref: # 7200-51

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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

February 2021 WORCESTER VOLUNTEER FIRE DEPARTMENT REPORT

WORCESTER TOWNSHIP

MUTUAL AID

NUMBER OF

NUMBER

TYPE

CALLS

TYPE

LOCATION

OF CALLS

Automatic Fire Alarm	8
Gas leak	1
Accident w/ Injuries	4
Assist EMS	4
Haz mat	1
TOTAL WORCESTER TOWNSHIP	18
TOTAL CALLS	20
AVERAGE MANPOWER PER CALL	19.7
HOURS IN SERVICE	9 hr 37 min
DRILLS FOR THE MONTH	3
HOURS IN SERVICE FOR DRILLS	5
AVERAGE MANPOWER PER DRILL	23
Officer Only Calls	0
FIRE LOSS	
LOSS AMOUNT	\$0

	8
	1
	4
	4
	1
	18
	20
	19.7
	9 hr 37 min
	3
	5
	23
	0
PROPERTY VALUE	\$0

Building	
Cover Up	
FIRE POLICE	
Vehicle Accident	
Assist East Norriton	
Total for Month	
Time in Service	
Average Manpower Per Call	

East Norriton	1
Lower Providence	1
Total	2
1	
1	
2	
3 hr 25 min	
6.5	

Department Totals	
Man Hours in service on fire calls	182 hr 10 min
Man Hours in Service for Fire Police	23 hour 5 min
Man Hours in Service for Officers only	0
Man Hours in Service on Drills	128 hr
Total for Month	333 hr 15 min

182 hr 10 min	
23 hour 5 min	
0	
128 hr	
333 hr 15 min	

AMBULANCE REPORT

February 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
27	24											51	45%
8	11											19	17%
17	17											34	30%
6	3											9	8%
58	55											113	100%



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Number of Records Returned: 202

Search Criteria: which_cad='P' and occ_date between '02/01/2021' and '02/28/2021' and municipality='46226' and jurisdiction='PA'

Call Date	Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Cleared By
Feb-18-2021	11:17:02	223227	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-223227	GENERAL OFFENSE
Feb-17-2021	10:48:32	218373	911 HANG UP CALL GO	911 HANG UP CALL GO		Yes	2021-218373	GENERAL OFFENSE
Feb-22-2021	12:53:25	240718	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-240718	GENERAL OFFENSE CANCELLED
Feb-14-2021	19:02:00	208770	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-208770	CLOSED CAD CALL
Feb-10-2021	08:20:59	188401	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-188401	CANCELLED
Feb-20-2021	14:05:19	231782	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-231782	CANCELLED
Feb-20-2021	13:30:31	231689	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-231689	CANCELLED
Feb-02-2021	10:51:56	150142	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-150142	CANCELLED
Feb-01-2021	07:56:16	144510	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-144510	CLOSED CAD CALL
Feb-03-2021	14:44:24	155549	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-155549	CLOSED CAD CALL
Feb-06-2021	14:05:51	189713	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-189713	CLOSED CAD CALL
Feb-06-2021	13:45:25	189628	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-189628	CANCELLED
Feb-02-2021	12:45:06	150863	ALARM - BURGLAR	ALARM FALSE FAULT CC		Yes	2021-150863	CLOSED CAD CALL
Feb-06-2021	13:32:35	189579	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X		Yes	2021-189579	CANCELLED
Feb-27-2021	12:39:27	266050	ALARM - BURGLAR	ALARM FALSE NO FAULT CC		Yes	2021-266050	CLOSED CAD CALL
Feb-07-2021	09:46:49	173047	ALARM - BURGLAR	ALARM FALSE NO FAULT CC		Yes	2021-173047	CLOSED CAD CALL
Feb-11-2021	13:17:05	192598	ANIMAL LOST - FOUND CC	REFER TO OTHER AGENCY - PD R		Yes	2021-192598	CLOSED CAD CALL REFER

Printed On: Mon Mar 01 2021
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
Feb-17-2021	17:56:47	220398	CHILDLINE	SEE OFFICER		Yes	2021-220398	GENERAL OFFENSE
Feb-28-2021	16:17:05	270946	CHILDLINE	REQUEST ASSIST OTHER AGENCY GO		Yes	2021-270946	GENERAL OFFENSE
Feb-19-2021	09:49:58	226714	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-226714	CLOSED CAD CALL
Feb-18-2021	06:10:11	221887	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-221887	CLOSED CAD CALL
Feb-19-2021	20:20:09	229012	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-229012	CLOSED CAD CALL
Feb-18-2021	06:19:27	221912	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-221912	CLOSED CAD CALL
Feb-07-2021	11:10:01	173306	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-173306	CLOSED CAD CALL
Feb-03-2021	08:00:52	152983	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-152983	CLOSED CAD CALL
Feb-19-2021	08:50:11	226503	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-226503	CLOSED CAD CALL
Feb-19-2021	07:52:03	226245	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-226245	CLOSED CAD CALL
Feb-02-2021	07:29:35	149052	DISABLED MOTORIST CC	DISABLED MOTORIST CC		Yes	2021-149052	CLOSED CAD CALL
Feb-18-2021	11:57:47	223357	DISABLED MOTORIST ON ROAD CC	TOWED VEHICLE GO		Yes	2021-223357	GENERAL OFFENSE
Feb-16-2021	12:39:52	214148	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST CC		Yes	2021-214148	CLOSED CAD CALL
Feb-18-2021	06:09:28	225767	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST CC		Yes	2021-225767	CLOSED CAD CALL
Feb-02-2021	09:31:32	149734	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST CC		Yes	2021-149734	CLOSED CAD CALL
Feb-04-2021	05:33:13	158038	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST ON ROAD CC		Yes	2021-158038	CLOSED CAD CALL
Feb-02-2021	09:18:40	149691	DISTURBANCE/NOIS E COMPLAINT GO	SEE OFFICER		Yes	2021-149691	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
Feb-27-2021	01:01:59	264411	DISTURBANCE/NOISE COMPLAINT GO	DISTURBANCE/NOISE COMPLAINT GO		Yes	2021-264411	GENERAL OFFENSE
Feb-23-2021	10:37:34	244953	DEATH - NATURAL	DEATH - NATURAL		Yes	2021-244953	GENERAL OFFENSE
Feb-28-2021	06:49:46	269299	DOMESTIC - IN PROGRESS	DOMESTIC - OTHER GO		Yes	2021-269299	GENERAL OFFENSE
Feb-27-2021	00:47:30	264374	DOMESTIC - IN PROGRESS	DISTURBANCE/NOISE COMPLAINT GO		Yes	2021-264374	GENERAL OFFENSE
Feb-19-2021	20:16:09	228998	DOMESTIC - IN PROGRESS	DOMESTIC - OTHER GO		Yes	2021-228998	GENERAL OFFENSE
Feb-11-2021	07:07:12	191084	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-191084	CLOSED CAD CALL
Feb-22-2021	08:41:26	239234	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-239234	CLOSED CAD CALL
Feb-22-2021	09:44:55	239582	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-239582	CLOSED CAD CALL
Feb-11-2021	08:19:50	191418	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-191418	CLOSED CAD CALL
Feb-19-2021	17:23:19	228447	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-228447	CLOSED CAD CALL
Feb-11-2021	10:01:35	191818	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-191818	CLOSED CAD CALL
Feb-11-2021	07:54:02	191267	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-191267	CLOSED CAD CALL
Feb-11-2021	07:40:08	191219	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-191219	CLOSED CAD CALL
Feb-11-2021	07:29:58	191166	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-191166	CLOSED CAD CALL
Feb-05-2021	07:37:41	163316	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP	DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP		Yes	2021-163316	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	Founded	Report #	Cleared By
Feb-09-2021	17:46:30	184298	DOMESTIC SECURITY CHECK - CC	DOMESTIC SECURITY CHECK - CC		Yes	2021-184298	CLOSED CAD CALL
Feb-22-2021	07:09:07	238715	DOMESTIC SECURITY CHECK - CC	DOMESTIC SECURITY CHECK - CC		Yes	2021-238715	CLOSED CAD CALL
Feb-27-2021	11:08:55	265693	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-265693	CLOSED CAD CALL
Feb-21-2021	12:08:47	235756	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-235756	CLOSED CAD CALL
Feb-16-2021	09:45:36	213178	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-213178	CLOSED CAD CALL
Feb-07-2021	08:08:15	172761	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-172761	CLOSED CAD CALL
Feb-09-2021	16:13:37	183840	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-183840	CLOSED CAD CALL
Feb-22-2021	07:41:33	238851	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-238851	CLOSED CAD CALL
Feb-04-2021	09:42:46	159146	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-159146	CLOSED CAD CALL
Feb-04-2021	08:43:35	158888	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-158888	CLOSED CAD CALL
Feb-17-2021	14:34:19	219415	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-219415	CLOSED CAD CALL
Feb-27-2021	10:14:06	265526	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-265526	CLOSED CAD CALL
Feb-17-2021	13:09:52	219091	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL		Yes	2021-219091	CLOSED CAD CALL

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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
Feb-09-2021	17:41:22	184275	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-184275	CLOSED CAD CALL
Feb-13-2021	09:56:42	200727	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-200727	CLOSED CAD CALL
Feb-22-2021	07:24:49	238777	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-238777	CLOSED CAD CALL
Feb-26-2021	07:36:37	259773	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-259773	CLOSED CAD CALL
Feb-19-2021	16:45:03	228302	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-228302	CLOSED CAD CALL
Feb-26-2021	12:54:38	261415	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-261415	CLOSED CAD CALL
Feb-19-2021	16:26:57	228220	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC		Yes	2021-228220	CLOSED CAD CALL
Feb-05-2021	15:03:37	165275	FOUND ITEM GO	CANCELLED BY COMPLAINANT X		Yes	2021-165275	CANCELLED
Feb-17-2021	16:02:02	219840	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-219840	CLOSED CAD CALL
Feb-18-2021	21:30:01	225129	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-225129	CANCELLED
Feb-18-2021	16:02:02	224176	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-224176	CANCELLED
Feb-16-2021	16:14:26	215113	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-215113	CLOSED CAD CALL
Feb-17-2021	00:02:02	216488	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-216488	CLOSED CAD CALL
Feb-17-2021	00:02:02	216487	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-216487	CLOSED CAD CALL
Feb-18-2021	00:02:02	221484	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-221484	CANCELLED
Feb-18-2021	21:30:02	225130	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-225130	CANCELLED

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Feb-18-2021	08:02:02	222393	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-222393	CANCELLED
Feb-16-2021	17:06:57	215360	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-215360	CLOSED CAD CALL
Feb-17-2021	16:02:02	219839	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-219839	CLOSED CAD CALL
Feb-18-2021	08:02:02	222392	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-222392	CANCELLED
Feb-17-2021	08:02:02	217412	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-217412	CLOSED CAD CALL
Feb-17-2021	08:02:02	217411	HOUSE CHECK CC	HOUSE CHECK CC		Yes	2021-217411	CLOSED CAD CALL
Feb-18-2021	16:02:02	224175	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-224175	CANCELLED
Feb-18-2021	00:02:02	221483	HOUSE CHECK CC	CANCELLED BY COMPLAINANT X		Yes	2021-221483	CANCELLED
Feb-18-2021	16:55:11	224402	IDENTITY THEFT	IDENTITY THEFT		Yes	2021-224402	GENERAL OFFENSE
Feb-10-2021	13:54:06	188139	IDENTITY THEFT	IDENTITY THEFT		Yes	2021-188139	GENERAL OFFENSE
Feb-24-2021	11:01:39	250228	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-250228	CLOSED CAD CALL
Feb-08-2021	15:50:19	178779	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-178779	CLOSED CAD CALL
Feb-28-2021	19:51:12	271540	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-271540	CLOSED CAD CALL
Feb-07-2021	12:47:18	173639	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC		Yes	2021-173639	CLOSED CAD CALL
Feb-12-2021	18:44:59	198498	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-198498	CLOSED CAD CALL
Feb-24-2021	19:33:42	252923	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-252923	CLOSED CAD CALL
Feb-24-2021	16:08:53	251993	POLICE INFORMATION CC	POLICE INFORMATION CC		Yes	2021-251993	CLOSED CAD CALL

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Feb-26-2021	15:45:30	262298	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL		Yes	2021-262298	CLOSED CAD CALL
Feb-13-2021	11:00:13	200986	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL	CC	Yes	2021-200986	CLOSED CAD CALL
Feb-02-2021	16:09:57	151496	INTERSTATE HIGHWAY - STATIONARY PATROL	INTERSTATE HIGHWAY - STATIONARY PATROL	CC	Yes	2021-151496	CLOSED CAD CALL
Feb-03-2021	10:53:42	154482	MOTOR CARRIER SAFETY	MOTOR CARRIER SAFETY	CC	Yes	2021-154482	CLOSED CAD CALL
Feb-11-2021	16:44:38	193419	MVC - HIT AND RUN, NO INJURIES	MVC - HIT AND RUN, NO INJURIES	CC	Yes	2021-193419	TRACS CRASH REPORT
Feb-23-2021	12:31:21	245598	MVC - INJURIES	MVC - INJURIES		Yes	2021-245598	TRACS CRASH REPORT
Feb-25-2021	12:05:09	255931	MVC - INJURIES	MVC - INJURIES		Yes	2021-255931	TRACS CRASH REPORT
Feb-25-2021	15:24:56	256924	MVC - INJURIES	MVC - NON-REPORTABLE		Yes	2021-256924	TRACS CRASH REPORT
Feb-19-2021	06:53:55	225890	MVC - INJURIES	MVC - INJURIES		Yes	2021-225890	TRACS CRASH REPORT
Feb-13-2021	14:30:06	201683	MVC - INJURIES	MVC - INJURIES		Yes	2021-201683	TRACS CRASH REPORT
Feb-07-2021	09:42:38	173025	MVC - INJURIES	MVC - INJURIES		Yes	2021-173025	TRACS CRASH REPORT
Feb-18-2021	16:40:23	224340	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-224340	TRACS CRASH REPORT
Feb-01-2021	01:17:24	143724	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE, NO INJURIES		Yes	2021-143724	TRACS CRASH REPORT
Feb-23-2021	14:51:25	246295	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-246295	TRACS CRASH REPORT
Feb-17-2021	11:26:21	218545	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-218545	TRACS CRASH REPORT
Feb-20-2021	14:52:19	231909	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-231909	TRACS CRASH REPORT
Feb-25-2021	18:15:08	257844	MVC - NON-REPORTABLE	MVC - GONE ON ARRIVAL	CC	Yes	2021-257844	CLOSED CAD CALL
Feb-10-2021	07:30:29	186094	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-186094	TRACS CRASH REPORT
Feb-02-2021	08:30:48	149417	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-149417	TRACS CRASH REPORT
Feb-19-2021	07:02:45	226044	MVC - NON-REPORTABLE	DISABLED MOTORIST		Yes	2021-226044	TRACS CRASH REPORT
Feb-21-2021	13:06:56	235990	MVC - NON-REPORTABLE	CANCELLED BY COMPLAINANT	X	Yes	2021-235990	CANCELLED

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Feb-07-2021	16:42:31	174421	MVC - NON-REPORTABLE	MVC - DUI - NON-REPORTABLE		Yes	2021-174421	TRACS CRASH REPORT
Feb-22-2021	16:51:57	241814	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-241814	TRACS CRASH REPORT
Feb-22-2021	14:10:21	241088	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE		Yes	2021-241088	TRACS CRASH REPORT
Feb-16-2021	07:12:38	222221	MVC - REPORTABLE, NO INJURIES	CANCELLED BY COMPLAINANT	X	Yes	2021-222221	CANCELLED
Feb-13-2021	11:48:44	201166	MVC - REPORTABLE, NO INJURIES	MVC - REPORTABLE, NO INJURIES		Yes	2021-201166	TRACS CRASH REPORT
Feb-20-2021	19:38:31	233078	MVC - REPORTABLE, NO INJURIES	DISABLED MOTORIST ON ROAD	CC	Yes	2021-233078	CLOSED CAD CALL
Feb-27-2021	08:24:40	265241	MVC - REPORTABLE, NO INJURIES	MVC - REPORTABLE, NO INJURIES		Yes	2021-265241	TRACS CRASH REPORT
Feb-11-2021	08:24:50	181447	MVC - REPORTABLE, NO INJURIES	MVC - NON-REPORTABLE		Yes	2021-181447	TRACS CRASH REPORT
Feb-22-2021	13:25:21	240883	MVC - REPORTABLE, NO INJURIES	MVC - REPORTABLE, NO INJURIES		Yes	2021-240883	TRACS CRASH REPORT
Feb-22-2021	11:23:58	240186	MVC - REPORTABLE, NO INJURIES	MVC - REPORTABLE, NO INJURIES		Yes	2021-240186	TRACS CRASH REPORT
Feb-22-2021	11:25:30	240207	MVC - REPORTABLE, NO INJURIES	MVC - NON-REPORTABLE		Yes	2021-240207	TRACS CRASH REPORT
Feb-23-2021	16:38:03	246836	MVC - UNKNOWN INJURIES	TRAF VIOL-DUI ALCOHOL		Yes	2021-246836	GO & TRACS (CRASH WITH GO)
Feb-17-2021	07:43:28	217321	MVC - UNKNOWN INJURIES	MVC - NON-REPORTABLE		Yes	2021-217321	TRACS CRASH REPORT
Feb-26-2021	18:37:07	263146	PATROL CHECK	PATROL CHECK	CC	Yes	2021-263146	CLOSED CAD CALL
Feb-27-2021	10:58:34	265689	PATROL CHECK	PATROL CHECK	CC	Yes	2021-265689	CLOSED CAD CALL
Feb-17-2021	06:24:52	216881	PATROL CHECK	PATROL CHECK	CC	Yes	2021-216881	CLOSED CAD CALL
Feb-17-2021	08:10:15	217824	PATROL CHECK	PATROL CHECK	CC	Yes	2021-217824	CLOSED CAD CALL
Feb-17-2021	11:26:08	218542	PATROL CHECK	PATROL CHECK	CC	Yes	2021-218542	CLOSED CAD CALL
Feb-26-2021	07:50:10	259828	PATROL CHECK	PATROL CHECK	CC	Yes	2021-259828	CLOSED CAD CALL
Feb-07-2021	17:55:46	174689	PATROL CHECK	PATROL CHECK	CC	Yes	2021-174689	CLOSED CAD CALL
Feb-27-2021	12:04:02	265886	PATROL CHECK	PATROL CHECK	CC	Yes	2021-265886	CLOSED CAD CALL
Feb-04-2021	08:57:23	158948	PATROL CHECK	PATROL CHECK	CC	Yes	2021-158948	CLOSED CAD CALL
Feb-02-2021	17:54:51	151860	REQUEST ASSIST - OTHER AGENCY GO	SUICIDE - ATTEMPT OR THREAT		Yes	2021-151860	GENERAL OFFENSE

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Feb-26-2021	23:54:39	264246	REQUEST ASSIST - OTHER AGENCY GO	REQUEST ASSIST - OTHER AGENCY GO		es	2021-264246	CLOSED CAD CALL
Feb-28-2021	15:19:45	270787	REQUEST ASSIST - LOCAL PD GO	REQUEST ASSIST - LOCAL PD GO		es	2021-270787	GENERAL OFFENSE
Feb-17-2021	23:50:42	221486	REQUEST ASSIST - LOCAL PD GO	REQUEST ASSIST - LOCAL PD GO		es	2021-221486	GENERAL OFFENSE
Feb-10-2021	20:47:47	189878	REQUEST ASSIST - LOCAL PD GO	REQUEST ASSIST - LOCAL PD GO		es	2021-189878	GENERAL OFFENSE
Feb-02-2021	11:56:58	150442	REFER TO OTHER AGENCY - PD R	REFER TO OTHER AGENCY - PD R		es	2021-150442	REFER
Feb-25-2021	00:02:11	253666	VEHICLE REPOSESSION CC	VEHICLE REPOSESSION CC		es	2021-253666	CLOSED CAD CALL
Feb-26-2021	21:37:56	263798	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		es	2021-263798	CLOSED CAD CALL
Feb-22-2021	06:48:31	238506	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		es	2021-238506	CLOSED CAD CALL
Feb-14-2021	23:35:44	207398	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		es	2021-207398	CLOSED CAD CALL
Feb-28-2021	15:15:28	270786	ROAD HAZARD - ANIMAL - DEBRIS CC	REFER TO OTHER AGENCY - PD R		es	2021-270786	REFER
Feb-19-2021	11:04:14	227048	ROAD HAZARD - ANIMAL - DEBRIS CC	REFER TO OTHER AGENCY - PD R		es	2021-227048	REFER
Feb-02-2021	10:27:21	150020	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC		es	2021-150020	CLOSED CAD CALL
Feb-26-2021	16:43:26	262684	ROAD HAZARD - ANIMAL - DEBRIS CC	REFER TO OTHER AGENCY - PD R		es	2021-262684	REFER
Feb-02-2021	09:19:42	149695	SEE OFFICER GO	SEE OFFICER GO		es	2021-149695	GENERAL OFFENSE
Feb-09-2021	03:35:40	180613	SEE OFFICER GO	SEE OFFICER GO		es	2021-180613	GENERAL OFFENSE
Feb-28-2021	10:04:33	269930	SEE OFFICER GO	SEE OFFICER GO		es	2021-269930	GENERAL OFFENSE
Feb-25-2021	16:09:11	257193	SEE OFFICER GO	SEE OFFICER GO		es	2021-257193	GENERAL OFFENSE
Feb-28-2021	13:55:01	270520	SEE OFFICER GO	SEE OFFICER GO		es	2021-270520	GENERAL OFFENSE

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Feb-28-2021	11:42:51	270184	SEE OFFICER GO	LANDLORD - DIVORCE - PROPERTY CC		Yes	2021-270184	CLOSED CAD CALL
Feb-08-2021	18:27:43	179498	SEE OFFICER GO	PATROL CHECK CC		Yes	2021-179498	CLOSED CAD CALL
Feb-03-2021	19:45:59	156948	SUICIDE - ATTEMPT OR THREAT	DOMESTIC - OTHER GO		Yes	2021-156948	GENERAL OFFENSE
Feb-25-2021	12:38:21	256082	SUSPICIOUS VEHICLE GO	SEE OFFICER GO		Yes	2021-256082	GENERAL OFFENSE
Feb-21-2021	10:09:51	235337	SUSPICIOUS VEHICLE GO	CANCELLED BY COMPLAINANT X		Yes	2021-235337	CANCELLED
Feb-10-2021	14:37:46	188352	THEFT	REFER TO OTHER AGENCY - PD R		Yes	2021-188352	REFER
Feb-21-2021	16:20:54	236703	THEFT	THEFT		Yes	2021-236703	GENERAL OFFENSE
Feb-23-2021	15:01:08	246367	THEFT	LOST ITEM - NON NCIC CC		Yes	2021-246367	CLOSED CAD CALL
Feb-22-2021	18:25:35	241711	THEFT - FRAUD/FORGERY	THEFT - FRAUD/FORGERY		Yes	2021-241711	GENERAL OFFENSE
Feb-08-2021	09:14:29	176741	THEFT - FRAUD/FORGERY	IDENTITY THEFT		Yes	2021-176741	GENERAL OFFENSE
Feb-17-2021	12:07:00	218775	THREATS - ACTOR NOT ON SCENE	SEE OFFICER GO		Yes	2021-218775	GENERAL OFFENSE
Feb-15-2021	17:44:03	210730	TOWED VEHICLE GO	TOWED VEHICLE GO		Yes	2021-210730	GENERAL OFFENSE
Feb-15-2021	13:49:49	209880	TRAFFIC VIOLATION/ERRATIC DRIVER CC	TRAFFIC VIOLATION/ERRATIC DRIVER CC		Yes	2021-209880	ADVISE
Feb-25-2021	20:35:13	258300	TRAFFIC VIOLATION/ERRATIC DRIVER CC	TRAFFIC VIOLATION/ERRATIC DRIVER CC		Yes	2021-258300	ADVISE
Feb-04-2021	18:54:47	161482	TRAFFIC VIOLATION/ERRATIC DRIVER CC	TRAFFIC VIOLATION/ERRATIC DRIVER CC		Yes	2021-161482	ADVISE
Feb-09-2021	19:13:57	184605	TRAFFIC VIOLATION/ERRATIC DRIVER CC	TRAFFIC VIOLATION - OTHER CC		Yes	2021-184605	CLOSED CAD CALL
Feb-27-2021	23:59:28	268657	TRAFFIC VIOLATION/ERRATIC DRIVER CC	TRAFFIC VIOLATION/ERRATIC DRIVER CC		Yes	2021-268657	CLOSED CAD CALL
Feb-19-2021	07:54:51	226247	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-226247	TRAFFIC CITATION

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Feb-24-2021	12:54:42	250922	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-250922	WARNING (TRAFFIC STOP)
Feb-24-2021	10:41:05	250106	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-250106	WARNING (TRAFFIC STOP)
Feb-24-2021	00:38:40	248187	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-248187	WARNING (TRAFFIC STOP)
Feb-17-2021	11:07:15	218459	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-218459	TRAFFIC CITATION
Feb-23-2021	16:16:04	246741	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-246741	TRAFFIC CITATION
Feb-17-2021	05:39:21	216796	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-216796	TRAFFIC CITATION
Feb-25-2021	08:24:51	254825	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-254825	TRAFFIC CITATION
Feb-16-2021	22:21:23	216287	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-216287	WARNING (TRAFFIC STOP)
Feb-16-2021	22:05:42	216257	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-216257	TRAFFIC CITATION
Feb-21-2021	10:55:22	235477	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-235477	WARNING (TRAFFIC STOP)
Feb-25-2021	12:57:08	256173	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-256173	TRAFFIC CITATION
Feb-15-2021	12:21:02	209552	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-209552	TRAFFIC CITATION
Feb-14-2021	21:45:56	207176	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-207176	TRAFFIC CITATION
Feb-12-2021	18:01:37	198331	TRAFFIC STOP CC	FIREARMS ACT VIOLATIONS		Yes	2021-198331	GENERAL OFFENSE
Feb-11-2021	23:46:42	194686	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-194686	WARNING (TRAFFIC STOP)
Feb-21-2021	18:02:24	237107	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-237107	WARNING (TRAFFIC STOP)
Feb-10-2021	21:14:37	189952	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-189952	WARNING (TRAFFIC STOP)
Feb-09-2021	18:04:56	184381	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-184381	TRAFFIC CITATION
Feb-25-2021	15:06:06	256825	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-256825	TRAFFIC CITATION
Feb-21-2021	07:14:22	234822	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-234822	TRAFFIC CITATION

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Feb-09-2021	05:45:08	180744	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-180744	TRAFFIC CITATION
Feb-07-2021	12:52:27	173658	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-173658	TRAFFIC CITATION
Feb-08-2021	15:35:08	178710	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-178710	TRAFFIC CITATION
Feb-20-2021	20:55:37	233356	TRAFFIC STOP CC	TRAFFIC STOP CC		Yes	2021-233356	WARNING (TRAFFIC STOP)
Feb-17-2021	18:29:25	219991	WELFARE CHECK GO	REQUEST ASSIST - OTHER AGENCY GO		Yes	2021-219991	GENERAL OFFENSE
Feb-18-2021	14:02:38	223745	WELFARE CHECK GO	DEATH - SUICIDE		Yes	2021-223745	GENERAL OFFENSE
Feb-01-2021	15:47:37	146766	WELFARE CHECK GO	WELFARE CHECK GO		Yes	2021-146766	GENERAL OFFENSE

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**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 7:32 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.

PUBLIC COMMENT

- Burt Hynes, Worcester, commented on a potential open space referendum, and on the meeting venue at which a potential open space referendum would be discussed. Chair DeLello commented on the meeting venue at which a potential open space referendum would be discussed.
- Kim David, Worcester, commented on a potential open space referendum, municipal cure, and proposed development at the Palmer property. Chair DeLello commented on the schedule for 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.

Supervisor Betz made a motion to approve a consent agenda that includes (a) the Treasurer's Report and other Monthly Reports for January 2021, (b) bill payment for January 2021 in the amount of \$534,394.38, and, (c) the January 20, 2021 Business Meeting minutes. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- b) Public Hearing – At 7:50pm Chair DeLello opened a Public Hearing to solicit and consider comments regarding the proposed renewal of the Verizon Franchise Agreement.

A court reporter was in attendance to transcribe the proceedings.

At 7:53pm Chair DeLello closed the Public Hearing.

- c) Resolution 2021-10 – Bob Brant, Township Solicitor, provided an overview of a resolution to declare a municipal cure period in accordance with the Pennsylvania Municipalities Planning Code.

Mr. Brant commented on the municipal cure declaration made at the February 17 Business Meeting, and Pennsylvania Municipalities Planning Code requirement that municipalities subsequently adopt a resolution that sets forth additional information regarding the potential invalidity of its ordinance. Mr. Brant noted Township planners are presently working to identify existing and potential housing types in the Township and in neighboring municipalities and school districts so to determine the Township's fair share of individual housing types.

Supervisor Quigley noted the cure declaration is a proactive measure taken by the Township to avoid developer challenges to the ordinance.

Supervisor Betz made a motion to approve Resolution 2021-10, to declare a municipal cure period in accordance with the Pennsylvania Municipalities Planning Code. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- d) Resolution 2021-11 – Stacy Crandell, Assistant Township Manager, provided an overview of a proposed agreement with Skippack Township regarding the provision of, and payment for, the design, construction, and inspection of the Zacharias Trail Extension Project. Ms. Crandell noted the agreement has been reviewed by the Township Solicitor.

Chair DeLello commented on the cost share arrangement. Supervisor Quigley commented on the grant funding received to construct the improvements.

Supervisor Betz made a motion to approve Resolution 2021-11, to approve the execution of an intermunicipal agreement for the design, construction, and inspection of the Zacharias Trail Extension Project. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- e) Resolution 2021-12 – Rolph Graf, Engineer for the Applicant, provided an overview of a proposed three-lot subdivision at Mill Road. Mr. Graf commented on requested waivers and deferrals. Joe Nolan, Township Engineer, noted he is not apposed to the waivers and deferrals requested.

Mr. Brant commented on the fee in lieu of to be paid for road widening and curbing, and the traffic impact fee to be paid at the time of building permit issuance.

Supervisor Betz made a motion to approve Resolution 2021-12, to grant Preliminary/Final Plan Approval for Gunsalus, LD 2020-04, a three-lot subdivision at Mill Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- f) Resolution 2021-13 – Tim Woodrow, Engineer for the Applicant, provided an overview of a proposed two-lot subdivision at Stump Hall Road. Mr. Woodrow commented on requested waivers and deferrals.

Mr. Woodrow commented on existing landscaping, in specific this serving as a credit toward landscaping required to be installed per ordinance. Mr. Nolan noted he reviewed existing landscaping, and he is agreeable to a waiver of landscaping in this regard.

Supervisor Betz commented on on-lot septic systems. Supervisor Quigley commented on plan review procedures.

Supervisor Betz made a motion to approve Resolution 2021-13, to grant Preliminary/Final Plan Approval for Mandracchia, LD 2020-05, a two-lot subdivision at Stump Hall Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- g) Resolution 2021-14 – Ms. Crandell provided an overview of an application to the Montgomery County 2040 Implementation Grant Program, for funding of improvements to Mount Kirk Park. The proposed improvements include a pavilion, rest facilities, water and electric services, and upgraded parking lot and trail. Ms. Crandell commented on project cost, grant amount and municipal match.

Supervisor Quigley commented on the use of Mount Kirk Park.

Supervisor Betz made a motion to approve Resolution 2021-14, to approve submission of an application to the Montgomery County 2040 Implementation Grant Program. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- h) waiver – Andy Richard, Representative for the Applicant, provided an overview of a proposed above-grade fueling facility and pavilion at the Methacton High School, Kriebel Mill Road. The Applicant is seeking a waiver of the land development process. Mr. Nolan noted the above-grade fueling facility will replace an existing underground tank to be abandoned in accordance with Pennsylvania Department of Environmental Protection requirements.

Supervisor Quigley commented on soil testing at the underground tank to be abandoned. Mr. Nolan commented on same testing. Bob Jones, Methacton School District, noted the Pennsylvania Department of Environmental Protection had reviewed and approved that proposed. Supervisor Betz commented on abandoned underground tanks.

Supervisor Betz made a motion to waive land development for a proposed above-grade fueling facility and pavilion at the Methacton High School, Kriebel Mill Road. 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 Morris Road.

Supervisor Betz made a motion to approve a Settlement Stipulation for Morris Road Investors, LP v. Montgomery County Board of Assessment Appeals, et al, Montgomery County Court of Common Pleas Docket No. 2012-30519. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- j) resignation – Chair DeLello noted Andrew Raquet, Codes Director, had resigned his position with the Township to accept a position in the private sector.

Supervisor Quigley commented on Mr. Raquet's many contributions to Worcester Township and the Worcester Volunteer Fire Department.

Supervisor Betz made a motion to accept the resignation of Andrew Raquet, Codes Director. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

- Supervisor Quigley commented on the status of the Kriebel Mill Road closure. Mr. Brant commented on correspondence received from Counsel for the owner of the property at the north side of the creek. Supervisor Quigley commented on upstream flooding issues in recent years, the condition of the crossing, and the potential impact the crossing condition may have on upstream flooding issues. The consensus of the Members was to add discussion of the Kriebel Mill Road closure to the March 17 Business Meeting agenda.
- Supervisor Betz commented on correspondence sent from the Palmer family, regarding proposed development at the property.

PUBLIC COMMENT

- Maeve Vogan, Worcester, commented on outdoor public meeting options, and on the good efforts of Public Works Department personnel during recent snow removal operations.

ADJOURNMENT

There being no further business brought before the Board, Chair DeLello adjourned the Business Meeting at 8:55 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

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	
3/18/21	send to General Code via ezSupp	TR
3/18/21	send PDF to BB	TR
3/18/21	update ordinance list	MM
3/18/21	update ordinance book	MM
3/18/21	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 17th day of March, 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 – SERVICE AREA

EXHIBIT C – 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.

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:

1. 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 Franchise

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 Franchise/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 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;

- third parties;
- 1.12.3 Refunds, rebates, or discounts made to Subscribers or other
- 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, including the Initial Service Area, Extended Service Area, and any additional service areas.
- 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*:

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 Franchisee 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 _____, 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 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.

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.

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.

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 LFA 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 LFA 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 C, 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 Franchisee 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-each 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:

President
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

14.6.2 with a copy to:

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

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 supersedes 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.

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 ____ DAY OF _____, 2021.

TOWNSHIP OF WORCESTER

By: _____
[Title]

VERIZON PENNSYLVANIA LLC

By: _____
[Title]

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: Customer Service Standards

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED 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

SERVICE AREA

The Initial Service Area shall include all of the geographic areas within Worcester Township served by the following Verizon Pennsylvania wire centers: Centerpoint and Collegeville as outlined in red on the map.

The Additional Service Area shall include all of the geographic areas within Worcester Township served by the following Verizon Pennsylvania wire center: Trooper as outlined in gray on the map.

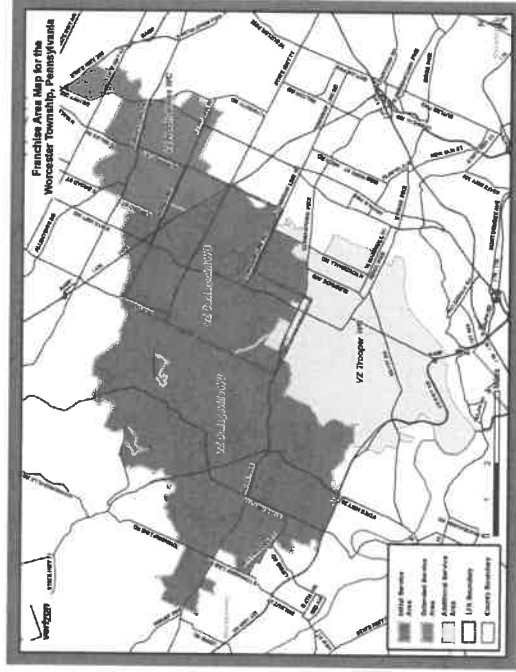


EXHIBIT C

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 Franchisee 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.

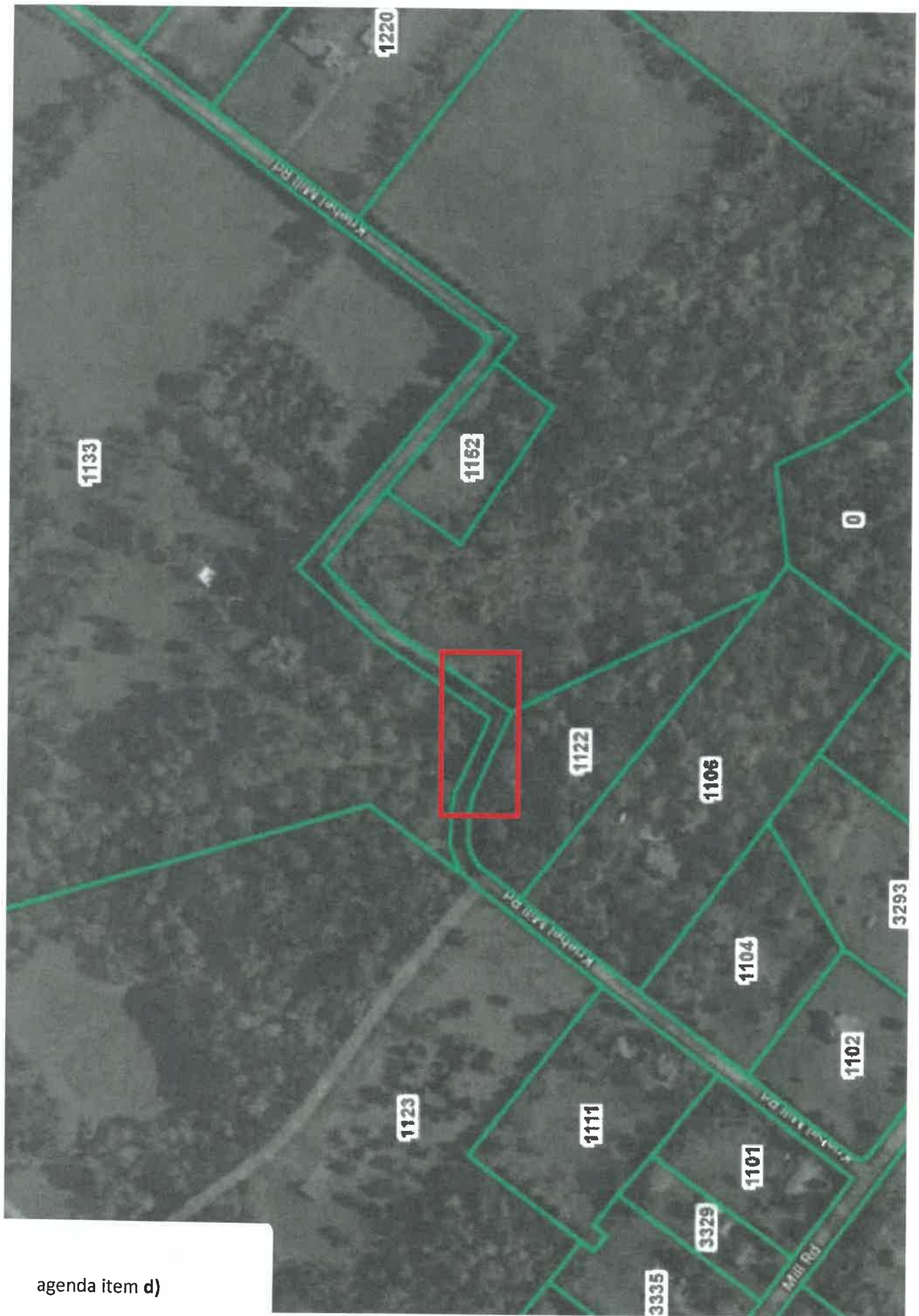
G. Every notice of termination of Cable Service shall include the following information:

(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.



agenda item d)

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

PROCLAMATION 2021-01

**A PROCLAMATION TO RECOGNIZE APRIL 2021
AS PENNSYLVANIA 811 SAFE DIGGING MONTH**

RESOLVED, that the month of April 2021 be recognized as “Pennsylvania Safe Digging Month”, the initiative sponsored by Pennsylvania 811, a utility notification information center celebrating its 49th year of continuous service to the Commonwealth; and,

WHEREAS, Pennsylvania 811 received approximately 992,000 excavation notifications in 2020, and transmitted approximately 6.6 million notifications to their member facility owners and operators, allowing essential utility and construction crews to provide vital underground services and repair of critical infrastructure to communities throughout Pennsylvania; and,

WHEREAS, the mission of Pennsylvania 811 is to prevent damage to underground facilities, to promote safety, and to provide an efficient and effective communications network among project owners, designers, excavators, and facility owners; and,

WHEREAS, when dialing 811, at least three business days before digging, a homeowner or a contractor is connected to a unique service that notifies the appropriate underground utility operators in the municipality in which the work will be performed; and,

WHEREAS, by notifying 811 of their intent to dig, the homeowner or contractor is helping to protect the underground utilities, themselves, work crews, and their neighbors from any unsafe digging practices within their community; and,

NOW, THEREFORE, BE IT RESOLVED that Worcester Township, in support of the Pennsylvania Underground Utility Line Protection Law, PA Act 287 of 1974, as amended, does hereby proclaim April 2021 as “Pennsylvania Safe Digging Month”.

RESOLVED THIS 17TH OF MARCH, 2021.

FOR WORCESTER TOWNSHIP

By: _____

Rick DeLello, Chair
Board of Supervisors

Attest: _____

Tommy Ryan, Secretary

HRMM&L

HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN, PC
ATTORNEYS AT LAW

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February 22, 2021

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LIMERICK
HARRISBURG

VIA EMAIL tryan@worcestertwp.com

Tommy Ryan, Township Manager
Worcester Township
1721 Valley Forge Road
PO Box 767
Worcester, PA 19490

Re: Stony Creek Village

Dear Tommy,

Stony Creek Village LP received final land development approval for its commercial development plan for a 4.8-acre tract located at North Wales Road and Township Line Road by resolution of final plan approval passed by the Board of Supervisors on December 20, 2017. The plan had previously received preliminary approval by Resolution No. 05-22 on December 5, 2005.

As you may recall, on May 17, 2018 you wrote to Carl Weiner indicating the Board granted a three (3) year extension which would extend the period until July 1, 2021.

At this point in time, with commercial and office being killed by COVID, there are significant challenges. The developer simply, at this time, does not have tenant demand to support financing of this project or to support the successful implementation of this development.

Accordingly, an additional three (3) year extension of the Section 508(4) plan protection period.

Consideration of this matter by the Board of Supervisors will be greatly appreciated.

Very truly yours,

HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN

By: 
J. EDMUND MULLIN

JEM:dmm

Cc: Robert L. Brant, Esquire