

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

JUNE 2016

1. Treasurer's Report
2. Land Use, Zoning and Planning 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. Pennsylvania State Police Report

note:
interest to be adjusted as may be
required by bank statement reconciliation

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: 06/30/16
Current Period: 06/01/16 to 06/30/16
Prior Year AS Of: 06/30/16

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-301-100-000	Real Prop Tax - Current	45,499.53	47,337.00	2,116.25	45,122.62	0.00	2,214.38-	95
001-301-500-000	Real Proptax - Liened	695.92	600.00	82.47	432.74	0.00	167.26-	72
001-301-600-000	Real Prop Tax - Interim	308.09	250.00	18.54	145.38	0.00	104.62-	58
	Segment 3 Total	46,503.54	48,187.00	2,217.26	45,700.74	0.00	2,486.26-	95
001-310-010-000	Per Cap Tax - Current	4,697.23	5,000.00	0.98	49.06	0.00	4,950.94-	1
001-310-030-000	Per Cap Tax - Delinquent	978.48	750.00	147.40	330.64	0.00	419.36-	44
001-310-100-000	Real Estate Transfer Tax	319,660.39	250,000.00	30,183.23	138,288.38	0.00	111,711.62-	55
001-310-210-000	Earned Income Tax	2,142,026.48	2,400,000.00	118,359.15	1,447,809.82	0.00	952,190.18-	60
001-310-220-000	Earned Income Tax Prior Year	0.00	100.00	0.00	0.00	0.00	100.00-	0
001-310-900-000	Impact Fee Revenue	50,078.00	56,776.00	2,556.40	24,084.40	0.00	32,691.60-	42
	Segment 3 Total	2,517,440.58	2,712,626.00	151,247.16	1,610,562.30	0.00	1,102,063.70-	59
001-321-340-000	Trash Hauler's License	500.00	0.00	0.00	0.00	0.00	0.00	0
001-321-800-000	Cable Television Franchise	144,233.05	220,000.00	0.00	114,622.70	0.00	105,377.30-	52
	Segment 3 Total	144,733.05	220,000.00	0.00	114,622.70	0.00	105,377.30-	52
001-322-820-000	Street Encroachments	580.00	750.00	120.00	180.00	0.00	570.00-	24
001-322-900-000	Sign Permits	77.65	200.00	25.66	147.81	0.00	52.19-	74
001-322-910-000	Yard Sale Permits	175.00	175.00	15.00	140.00	0.00	35.00-	80
001-322-920-000	Solicitation Permits	330.00	100.00	0.00	900.00	0.00	800.00	900
	Segment 3 Total	1,162.65	1,225.00	160.66	1,367.81	0.00	142.81	112
001-331-120-000	Violations of Ordinances Etc	3,467.31	2,500.00	300.00	740.44	0.00	1,759.56-	30
	Segment 3 Total	3,467.31	2,500.00	300.00	740.44	0.00	1,759.56-	30
001-341-000-000	Interest Earnings	16,860.00	20,000.00	4,177.29	14,244.53	0.00	5,755.47-	71
	Segment 3 Total	16,860.00	20,000.00	4,177.29	14,244.53	0.00	5,755.47-	71
001-342-000-000	Rents & Royalties	18,121.54	25,000.00	0.00	6,016.00	0.00	18,984.00-	24

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-342-120-000	Cell Tower	120,284.48	130,764.00	7,552.41	64,455.30	0.00	66,308.70-	49
	Segment 3 Total	138,406.02	155,764.00	7,552.41	70,471.30	0.00	85,292.70-	45
001-355-010-000	Public Utility Realty Tax	3,032.59	3,050.00	0.00	0.00	0.00	3,050.00-	0
001-355-040-000	Alcoholic Beverage License	1,000.00	800.00	0.00	200.00	0.00	600.00-	25
001-355-050-000	Gen'L Municipal Pension System State Aid	54,891.68	52,000.00	0.00	0.00	0.00	52,000.00-	0
001-355-070-000	Foreign Fire Insurance Premium	101,459.67	105,000.00	0.00	0.00	0.00	105,000.00-	0
	Segment 3 Total	160,383.94	160,850.00	0.00	200.00	0.00	160,650.00-	0
001-357-080-000	Grants- US Tennis Association	97,003.00	10,000.00	0.00	1,822.00	0.00	8,178.00-	18
001-357-081-000	DCEd Zacharias Trail -2014 / 2	0.00	10,000.00	0.00	0.00	0.00	10,000.00-	0
	Segment 3 Total	97,003.00	20,000.00	0.00	1,822.00	0.00	18,178.00-	9
001-361-300-000	Subdivision & Land Development	15,150.00	5,000.00	750.00	2,450.00	0.00	2,550.00-	49
001-361-330-000	Condit Use - Bos	250.00	1,200.00	0.00	0.00	0.00	1,200.00-	0
001-361-340-000	Zoning Hearing Board	2,900.00	1,000.00	0.00	3,750.00	0.00	2,750.00	375
001-361-500-000	Sale Of Maps And Publications	18.00	15.00	0.00	49.66	0.00	34.66	331
	Segment 3 Total	18,318.00	7,215.00	750.00	6,249.66	0.00	965.34-	87
001-362-410-000	Building Permits	203,177.64	200,000.00	13,172.17	87,121.86	0.00	112,878.14-	44
001-362-420-000	Zoning Permits	12,423.00	10,000.00	715.00	6,362.50	0.00	3,637.50-	64
001-362-450-000	U & O Permits	275.00	500.00	0.00	525.00	0.00	25.00	105
001-362-460-000	Driveway Permits	880.00	880.00	40.00	360.00	0.00	520.00-	41
	Segment 3 Total	216,755.64	211,380.00	13,927.17	94,369.36	0.00	117,010.64-	45
001-367-342-000	Park Towers Rental	20,818.68	20,820.00	0.00	6,939.56	0.00	13,880.44-	33
001-367-400-000	Park & Recreation Concessions (Tickets)	8,328.48	8,000.00	977.00	3,505.95	0.00	4,494.05-	44
001-367-408-000	Parks: Organized Sports/Lessons	27,171.00	30,000.00	6,599.00	19,802.00	0.00	10,198.00-	66
001-367-409-000	Park Trips	7,030.73	7,500.00	325.00	6,597.65	0.00	902.35-	88
001-367-420-000	Parks & Rec Misc Receipts	3,465.50	1,500.00	75.00-	4,300.40	0.00	2,800.40	287
	Segment 3 Total	66,814.39	67,820.00	7,826.00	41,145.56	0.00	26,674.44-	61
001-381-000-000	Miscellaneous Revenue	8,408.62	1,000.00	138.75	2,511.87	0.00	1,511.87	251

TOWNSHIP OF WORCESTER
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	Segment 3 Total	8,408.62	1,000.00	138.75	2,511.87	0.00	1,511.87	251
001-383-200-000	Spec Assess Admin	2,101.00	800.00	0.00	300.00	0.00	500.00-	38
	Segment 3 Total	2,101.00	800.00	0.00	300.00	0.00	500.00-	38
001-392-300-000	Transfer From Capital Reserve	0.00	383,872.00	0.00	0.00	0.00	383,872.00-	0
	Segment 3 Total	0.00	383,872.00	0.00	0.00	0.00	383,872.00-	0
	Revenue Total	3,438,357.74	4,013,239.00	188,296.70	2,004,308.27	0.00	2,008,930.73-	50
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	LEGISLATIVE GOVERNING BODY:							
001-400-000-000	Legislative- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-400-110-000	Legislative Benefits	7,560.00	7,500.00	630.00	3,780.00	0.00	3,720.00	50
001-400-150-000	Legislative Consult Services	64,937.90	65,750.00	5,475.73	32,854.38	0.00	32,895.62	50
001-400-312-000	Legis Auto Allowances	44,207.32	49,590.00	0.00	23,605.75	0.00	25,984.25	48
001-400-337-000	Dues & Subscriptions	220.80	250.00	0.00	207.36	0.00	42.64	83
001-400-420-000	Legis Meetings & Conf	4,596.00	2,500.00	0.00	163.00	0.00	2,337.00	7
001-400-460-000		3,457.32	3,500.00	7.00	3,793.67	0.00	293.67-	108
	Segment 3 Total	124,979.34	129,090.00	6,112.73	64,404.16	0.00	64,685.84	50
	MANAGER:							
001-401-000-000	Management Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-401-120-000	Management Benefits	94,784.59	96,250.00	10,384.62	67,190.35	0.00	29,059.65	70
001-401-150-000	Management - Auto/Travel	32,394.37	46,488.00	5,413.72	32,917.18	0.00	13,570.82	71
001-401-231-000	Management Consulting Serv	0.00	100.00	0.00	0.00	0.00	100.00	0
001-401-312-000	Management-Mobile Phone	480.00	10,000.00	0.00	3,164.58	0.00	6,835.42	32
001-401-321-000	Auto/Gas/Maint	323.09	600.00	50.00	300.00	0.00	300.00	50
001-401-337-000	Management Meetings/Seminars	3,500.00	4,800.00	400.00	2,400.00	0.00	2,400.00	50
001-401-460-000		1,148.50	1,800.00	0.00	32.00	0.00	1,768.00	2
	Segment 3 Total	132,630.55	160,038.00	16,248.34	106,004.11	0.00	54,033.89	66
	FINANCIAL ADMINISTRATION:							
001-402-000-000	Financial Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-402-120-000	Financial Benefits	80,772.30	60,391.00	4,509.28	53,689.89	0.00	6,701.11	89
001-402-150-000	Finance-Mobile Phone	26,081.70	23,977.00	1,843.51	14,406.36	0.00	9,570.64	60
001-402-321-000		595.41	384.00	0.00	18.94	0.00	365.06	5

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-409-136-000	Admin - Utilities	8,769.41	10,000.00	426.34	4,349.71	0.00	5,650.29	44
001-409-137-000	Admin - Mtce & Repairs	14,290.54	12,500.00	676.03	11,008.38	0.00	1,491.62	88
001-409-142-000	Admin - Alarm Service	3,533.96	3,500.00	173.00	1,038.00	0.00	2,462.00	30
001-409-147-000	Admin - Other Services	2,300.63	1,000.00	0.00	327.01	0.00	672.99	33
001-409-171-000	WIP-Admin Entryway Glass Protection	0.00	25,000.00	0.00	4,460.00	0.00	20,540.00	18
001-409-236-000	Garage - Utilities	9,755.22	15,000.00	606.18	6,183.07	0.00	8,816.93	41
001-409-237-000	Garage - Mtce & Rep	10,872.84	10,000.00	434.35	4,036.75	0.00	5,963.25	40
001-409-242-000	Garage - Security/Alarm Service	639.80	650.00	507.96	1,127.40	0.00	477.40-	173
001-409-247-000	Garage - Other Expenses	229.97	250.00	0.00	1.70	0.00	248.30	1
001-409-373-000	Preserve Farmhouse	10,568.98	15,000.00	2,230.00	8,835.95	0.00	6,164.05	59
001-409-436-000	W T C H - Utilities	4,099.19	5,200.00	127.60	1,816.95	0.00	3,383.05	35
001-409-437-000	W T C H - Maintenance & Repair	3,605.81	3,000.00	214.50	1,934.19	0.00	1,065.81	64
001-409-447-000	W T C H - Other Expenses	84.55	500.00	292.18	412.07	0.00	87.93	82
001-409-536-000	Ct Pt Hall-Historical Bldg Utility / A	3,992.23	5,000.00	63.31	1,008.05	0.00	3,991.95	20
001-409-537-000	Center Point Mtce & Repair	772.68	2,000.00	1,500.00	2,245.00	0.00	245.00-	112
001-409-636-000	1622 Hollow Road - Utilities	2,342.04	0.00	0.00	41.91	0.00	41.91-	0
001-409-637-000	1622 Hollow Road - Maintenance	8,851.81	5,000.00	348.00	673.00	0.00	4,327.00	13
001-409-702-000	WIP-Public Works Alarm / Cameras	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
001-409-703-000	wip - Salt Building	0.00	544,573.00	2,677.92	398,622.89	0.00	145,950.11	73
001-409-737-000	Springhouse	0.00	500.00	350.00	350.00	0.00	150.00	70
	Segment 3 Total	84,709.66	663,673.00	10,627.37	448,472.03	0.00	215,200.97	68
001-411-000-000	FIRE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-411-380-000	Hydrant Rentals	22,933.69	25,000.00	822.17	19,002.15	0.00	5,997.85	76
001-411-540-000	Contributions To Fire Co	301,659.67	305,000.00	0.00	200,000.00	0.00	105,000.00	66
	Segment 3 Total	324,593.36	330,000.00	822.17	219,002.15	0.00	110,997.85	66
001-413-000-000	UCC & CODE ENFORCEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-413-110-000	Fire Marshall Payroll	0.00	8,500.00	361.60	2,086.60	0.00	6,413.40	25
001-413-110-150	Fire Marshall Benefits	0.00	650.00	27.66	168.59	0.00	481.41	26
001-413-140-000	Code Enf-Payroll	102,847.84	105,750.00	3,290.26	21,543.77	0.00	84,206.23	20
001-413-150-000	Code Enf- Benefits	75,194.68	61,152.00	1,719.03	10,559.75	0.00	50,592.25	17
001-413-210-000	Code Enf- Supplies/Books	2,735.62	7,000.00	0.00	2,322.50	0.00	4,677.50	33
001-413-312-000	Code Enf - Consultant Services	70,470.00	73,000.00	4,154.00	30,205.50	0.00	42,794.50	41
001-413-313-000	Code Enf- Engineering	0.00	500.00	0.00	0.00	0.00	500.00	0
001-413-314-000	Code Enf - UCC Appeal	0.00	500.00	0.00	0.00	0.00	500.00	0
001-413-321-000	Code Enf- Mobile Phone	374.29	300.00	0.00	0.00	0.00	300.00	0
001-413-337-000	Code Enf - Auto Allowance	490.78	750.00	76.14	228.96	0.00	521.04	31

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-413-460-000	Code Enf- Meetings & Seminars	2,450.61	500.00	0.00	214.50	0.00	285.50	43
	Segment 3 Total	254,563.82	258,602.00	9,628.69	67,330.17	0.00	191,271.83	26
001-414-000-000	PLANNING & ZONING:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-414-140-000	Zoning- Payroll	200.00	2,400.00	0.00	700.00	0.00	1,700.00	29
001-414-150-000	Zoning Benefits	15.32	184.00	0.00	53.62	0.00	130.38	29
001-414-310-000	Zoning- Professional Services	452.00	4,000.00	0.00	1,295.50	0.00	2,704.50	32
001-414-313-000	Zoning - Engineering	14,042.35	12,000.00	0.00	3,640.28	0.00	8,359.72	30
001-414-314-000	Zoning - Legal	5,383.89	15,000.00	560.00	8,888.00	0.00	6,112.00	59
001-414-315-000	Zoning - Conditional Use Professional Co	112,468.53	15,000.00	4,886.00	15,223.50	0.00	223.50-	101
001-414-341-000	Zoning- Advertising	814.66	1,500.00	0.00	1,373.84	0.00	126.16	92
001-414-460-000	Zoning- Seminars/Meetings	71.00	250.00	0.00	62.82	0.00	187.18	25
	Segment 3 Total	133,447.75	50,334.00	5,446.00	31,237.56	0.00	19,096.44	62
001-419-000-000	OTHER PUBLIC SAFETY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-419-242-000	Pa One Call Expense	637.82	600.00	40.18	1,192.99	0.00	592.99-	199
	Segment 3 Total	637.82	600.00	40.18	1,192.99	0.00	592.99-	199
001-430-000-000	PUBLIC WORKS - ADMIN:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-430-140-000	Salaries-Public Works	336,509.69	370,867.00	28,225.00	182,126.59	0.00	188,740.41	49
001-430-150-000	Public Works Benefits	169,574.95	148,252.00	10,508.54	65,332.20	0.00	82,919.80	44
001-430-238-000	Public Works - Uniform Rental	5,546.21	6,000.00	963.74	3,510.03	0.00	2,489.97	58
001-430-326-000	Public Works- Cell Phones / Communicatio	2,749.98	3,000.00	261.58	1,588.67	0.00	1,411.33	53
001-430-460-000	Public Works - Meetings & Seminars	1,005.52	1,000.00	0.00	784.08	0.00	215.92	78
001-430-470-000	Public Works - Other Expenses	1,876.84	1,500.00	263.47	848.49	0.00	651.51	57
	Segment 3 Total	517,263.19	530,619.00	40,222.33	254,190.06	0.00	276,428.94	48
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 Light Engineering	6,749.65	15,000.00	0.00	1,267.33	0.00	13,732.67	8
001-433-361-000	Traffic Light Electric	3,752.61	4,500.00	305.12	1,996.02	0.00	2,503.98	44
001-433-374-000	Traffic Light Maintenance	25,931.25	20,000.00	320.82	13,765.23	0.00	6,234.77	69
	Segment 3 Total	36,433.51	39,500.00	625.94	17,028.58	0.00	22,471.42	43
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	vehicle Maintenance/Machinery/Supplies	67,979.60	45,000.00	1,839.93	25,062.65	0.00	19,937.35	56

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001-437-260-000	Small Tools & Equipment	7,930.69	6,000.00	496.65	2,964.76	0.00	3,035.24	49
001-437-370-000	Repairs/Tools:Repair And Maintenance	0.00	500.00	0.00	173.07	0.00	326.93	35
	Segment 3 Total	75,910.29	51,500.00	2,336.58	28,200.48	0.00	23,299.52	55
001-438-000-000	ROADS & BRIDGES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-438-231-000	Gasoline	4,313.07	6,000.00	329.28	1,681.44	0.00	4,318.56	28
001-438-232-000	Diesel Fuel	19,235.45	25,000.00	1,188.27	5,696.47	0.00	19,303.53	23
001-438-242-000	Signs	2,523.39	3,000.00	487.61	1,669.02	0.00	1,330.98	56
001-438-245-000	Road Maintenance Supplies	19,821.06	25,000.00	98.88	10,668.41	0.00	14,331.59	43
001-438-300-000	Twp Contractor	5,339.25	15,000.00	0.00	7,062.50	0.00	7,937.50	47
001-438-313-000	Road Mtce - Engineering	23,932.39	45,000.00	2,594.36	20,980.92	0.00	24,019.08	47
001-438-370-000	Roads - Subcontractor	461,717.95	500,000.00	0.00	3,564.00	0.00	496,436.00	1
	Segment 3 Total	536,882.56	619,000.00	4,698.40	51,322.76	0.00	567,677.24	8
001-439-701-000	FIXED ASSETS PURCHASED	0.00	139,250.00	0.00	0.00	0.00	139,250.00	0
	Segment 3 Total	0.00	139,250.00	0.00	0.00	0.00	139,250.00	0
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	29,591.96	60,000.00	426.20	9,899.60	0.00	50,100.40	16
	Segment 3 Total	29,591.96	60,000.00	426.20	9,899.60	0.00	50,100.40	16
001-451-000-000	RECREATION - ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-451-140-000	Park & Recreation - Payroll	41,644.59	32,500.00	5,000.00	32,500.00	0.00	0.00	100
001-451-150-000	Park & Rec - Benefits	25,513.89	16,331.00	1,882.45	19,005.95	0.00	2,674.95-	116
001-451-326-000	Park Phone Expense	0.00	408.00	0.00	0.00	0.00	408.00	0
	Segment 3 Total	67,158.48	49,239.00	6,882.45	51,505.95	0.00	2,266.95-	105
001-452-000-000	PARTICIPANT RECREATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-452-247-000	Recreation Tickets (Prps)	8,013.00	7,750.00	130.00	2,670.00	0.00	5,080.00	34
001-452-248-000	Camps	26,399.25	27,000.00	0.00	1,690.00	0.00	25,310.00	6
001-452-249-000	Bus Trips	6,685.01	6,500.00	5,186.28	7,449.34	0.00	949.34-	115
001-452-520-000	Culture Misc	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0
	Segment 3 Total	47,097.26	47,250.00	5,316.28	11,809.34	0.00	35,440.66	25

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-486-350-000	Insurance Expense	112,344.80	110,000.00	1,375.00	97,976.58	0.00	12,023.42	89
	Segment 3 Total	112,344.80	110,000.00	1,375.00	97,976.58	0.00	12,023.42	89
001-492-300-000	Transfer To Capital Reserve F	0.00	0.00	383,872.00-	383,872.00-	0.00	383,872.00	0
	Segment 3 Total	0.00	0.00	383,872.00-	383,872.00-	0.00	383,872.00	0
	Expend Total	3,073,560.10	4,013,238.00	226,524.51-	1,384,593.88	0.00	2,628,644.12	34

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
008-341-000-000	Interest Earnings	5,617.21	187.00	105.80	334.17	0.00	147.17	179
008-341-100-000	Interest - Residents	0.00	13,763.00	0.00	0.00	0.00	13,763.00-	0
	Segment 3 Total	5,617.21	13,950.00	105.80	334.17	0.00	13,615.83-	2
008-364-110-000	Sewage Connection/Tapping Fee	5,255.00	17,500.00	5,700.00	469,755.00	0.00	452,255.00	***
008-364-114-000	SEWER EXPENSION HICKORY HILL AREA	0.00	71,130.00	0.00	0.00	0.00	71,130.00-	0
008-364-120-000	Sewer Use Charge	375,211.25	425,592.00	7,691.57	209,780.63	0.00	215,811.37-	49
008-364-130-000	Sewer Use-Commercial	144,877.95	155,536.00	9,996.86	72,426.62	0.00	83,109.38-	47
008-364-140-000	Late Fee	4,749.95	5,200.00	587.53	3,295.57	0.00	1,904.43-	63
008-364-150-000	Certification Fee	1,025.00	1,200.00	20.00	380.00	0.00	820.00-	32
008-364-190-000	Litens	60.00	280.00	0.00	361.00	0.00	81.00	129
	Segment 3 Total	531,179.15	676,438.00	23,995.96	755,998.82	0.00	79,560.82	112
008-381-000-000	Miscellaneous Revenue	785.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	785.00	0.00	0.00	0.00	0.00	0.00	0
008-392-300-000	Transfer from Capital Reserve	0.00	142,043.00	0.00	0.00	0.00	142,043.00-	0
	Segment 3 Total	0.00	142,043.00	0.00	0.00	0.00	142,043.00-	0
008-393-130-000	Proceeds-Gen Obligation Note	0.00	140,823.00	607,553.28	607,553.28	0.00	466,730.28	431
	Segment 3 Total	0.00	140,823.00	607,553.28	607,553.28	0.00	466,730.28	431
	Revenue Total	537,581.36	973,254.00	631,655.04	1,363,886.27	0.00	390,632.27	140

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-402-000-000	Financial Admin Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0
008-402-470-000	FINANCIAL / CD FEES	63.19-	0.00	10.00	10.00	0.00	10.00-	0
	Segment 3 Total	63.19-	0.00	10.00	10.00	0.00	10.00-	0
008-405-000-000	WASEMATER CLERK:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-405-150-000	Administratiave Staff Costs	52,836.82	47,154.00	0.00	0.00	0.00	47,154.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-486-350-000	Insurance Expense	3,243.20	3,134.00	0.00	0.00	0.00	3,134.00	0
	Segment 3 Total	<u>3,243.20</u>	<u>3,134.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,134.00</u>	<u>0</u>
	Expend Total	507,421.34	973,255.00	43,740.44	461,357.24	0.00	511,897.76	47

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
030-341-000-000	Interest Earnings	9,662.11	6,629.00	368.83	1,987.78	0.00	4,641.22-	30
	Segment 3 Total	9,662.11	6,629.00	368.83	1,987.78	0.00	4,641.22-	30
030-392-010-000	Transfer From General Fund	0.00	0.00	383,872.00-	383,872.00-	0.00	383,872.00-	0
030-392-040-000	Transfer from Revolving Fund	0.00	0.00	0.00	349,823.02	0.00	349,823.02	0
	Segment 3 Total	0.00	0.00	383,872.00-	34,048.98-	0.00	34,048.98-	0
	Revenue Total	9,662.11	6,629.00	383,503.17-	32,061.20-	0.00	38,690.20-	484-

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
030-402-000-000	FINANCE ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-402-470-000	Financial / Cd Fees	1,646.14	750.00	0.00	183.45	0.00	566.55	24
	Segment 3 Total	1,646.14	750.00	0.00	183.45	0.00	566.55	24
030-492-010-000	Transfer to General Fund	0.00	383,872.00	0.00	0.00	0.00	383,872.00	0
	Segment 3 Total	0.00	383,872.00	0.00	0.00	0.00	383,872.00	0
	Expend Total	1,646.14	384,622.00	0.00	183.45	0.00	384,438.55	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
035-341-000-000	Interest Earnings	251.21	198.00	366.43	528.06	0.00	330.06	267
	Segment 3 Total	251.21	198.00	366.43	528.06	0.00	330.06	267
035-355-020-000	Motor Vehicle Fuel Taxes	277,220.69	315,332.00	0.00	325,426.98	0.00	10,094.98	103
	Segment 3 Total	277,220.69	315,332.00	0.00	325,426.98	0.00	10,094.98	103
	Revenue Total	277,471.90	315,530.00	366.43	325,955.04	0.00	10,425.04	103

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
035-432-000-000	WINTER MAINTENANCE SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-432-250-000	Snow & Ice Removal	48,064.82	40,000.00	0.00	22,666.57	0.00	17,333.43	57
	Segment 3 Total	48,064.82	40,000.00	0.00	22,666.57	0.00	17,333.43	57
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-Subcontract	275,000.00	275,530.00	0.00	0.00	0.00	275,530.00	0
	Segment 3 Total	275,000.00	275,530.00	0.00	0.00	0.00	275,530.00	0
	Expend Total	323,064.82	315,530.00	0.00	22,666.57	0.00	292,863.43	7

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

Board of Supervisors:

SUSAN G. CAUGHLAN, CHAIR
STEPHEN C. QUIGLEY, VICE CHAIR
ARTHUR C. BUSTARD, MEMBER

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

Planning, Land Use, and Zoning Report
June 2016

Planning Commission Current Activity

- Reviewing Center Point Zoning Ordinance
- Active Plan Reviews
 - Whitehall Estates Subdivision
 - 38 lot single family homes with public sewer
 - 2044 Berks Road
 - Sketch plan for a 7 lot single family home subdivision with public utilities
 - 3044 Germantown Pike, Church of the Nazarene
 - Construction of a 2,100 square foot addition
- Approved Land Developments
 - IBEW Land Development Plan-
 - Developer agreement being drafted
 - 17,340 Square Foot Addition to training facility for indoor training simulations and classes; parking lot expansion
 - 2750 Morris Road
 - Developers' agreement executed
 - Building plans under review
 - Addition of parking lot and loading dock

Zoning Hearing Board Current Activity

- No applications or activity for June 2016

Bids Being Prepared

- None at this Time

Other Current Activity

- 2017 Road Program will commence July 11, 2016 and wrap up around the end of summer.
- "Green Parking Lot" grant was submitted to Montgomery County Planning Commission under the new Montco 2040 grant program. Should hear mid-July



WORCESTER TOWNSHIP
Building and Codes Department
June 2016

Report Dates: 6/1/2016 - 6/30/2016

Item	Count / Fee
Total Issued Permits	45 / \$26,068.98

Issued Permits			
Fee Item	No. Permits	Construction Value	Permit Fee
Building			
1 Accessory Structure	1	\$3,650.00	\$79.00
2 Commercial Alterations	2	\$975,000.00	\$1,364.80
3 Demolition	1	\$11,500.00	\$354.00
4 Garage	1	\$300,000.00	\$1,414.00
5 General Construction	1	\$2,850.00	\$179.00
6 New Single Family Dwelling	1	\$215,000.00	\$8,838.00
7 Residential Alterations	9	\$248,391.00	\$3,730.12
8 SEWER CONNECTION	3	\$14,000.00	\$6,162.00
9 Swimming Pool: In Ground	1	\$39,500.00	\$745.60
10 Wooden Deck	2	\$10,600.00	\$401.80
Electrical			
11 New Electrical Work	2	\$6,985.00	\$108.00
Mechanical			
12 New Mechanical	6	\$46,773.00	\$964.00
Plumbing			
13 Miscellaneous Plumbing	2	\$5,000.00	\$158.00
Road Opening			
14 Road Opening	2	\$0.00	\$120.00
Zoning			
15 Accessory Structure	2	\$6,500.00	\$130.00
16 Fence	2	\$6,987.00	\$130.00
17 Grading	4	\$39,500.00	\$1,100.00
18 PATIO & DECK LESS THAN 30" ABOVE GRADE	1	\$900.00	\$65.00
19 Sign	2	\$400.00	\$25.66
TOTALS:	45	\$1,933,536.00	\$26,068.98

Other Fees Collected	
State Fee	\$128.00

Public Works Department Report

June 2016

- 1) Road Maintenance**
 - A. Cleared inlets and drains throughout the Township**
 - B. Filled potholes throughout the Township**
 - C. Straightened and pruned around roadway signage throughout the Township**
 - D. String Trimmed around all bridges and guiderails**
 - E. Completed first round of Edge of Roadway mowing for the year**

- 2) Storm Maintenance**
 - A. No significant storm events during the month of June**

- 3) Parks**
 - A. Twice weekly cleaning of public restrooms, emptying trash receptacles, and filling dog bag stations**
 - B. Repairing washouts and general trail maintenance**
 - C. Mowing and trimming of all Township Properties**
 - D. Completed adding wood chips to the Moran trail**
 - E. Detailed park pavilions**
 - F. Restored infields on both 90' baseball fields in Heebner Park**
 - G. Pruning of trees in Heebner Park and along the Zacharias Trail**
 - H. Pruned and started install of wood chips on the Heyser Trail**
 - I. Repaired chain link fencing at Heebner playing fields**
 - J. Repaired and resurfaced Tennis Courts in Heebner Park**

- 4) Vehicle Maintenance**
 - A. Performed weekly maintenance of all Township vehicles**
 - B. Detailed all vehicle exteriors**
 - C. Performed maintenance and cleaning of (2) loaders**

- 5) Miscellaneous**
 - A. Completed paving of parking area and grading around the new salt storage building**
 - B. Setting up and cleaning of Community Hall for rentals, Township events**
 - C. Watering new plant material throughout the Township**
 - D. Implemented and installed emergency notification signage on all Township properties**

June 2016 Fire Marshal Report to Board of Supervisors

- 1/ Fire Marshal investigations on 8 miscellaneous dispatches with fire department.
- 2/ \$3200.00 Fire Damage on property valued at \$3800.00 for the month.
- 3/ Investigated 3 open burn complaints and wrote follow up letter to owners
- 4/ Advised FD of sprinkler system shutoff at 155Meadow View Lane due to nonpayment of water bill
- 5/ Reviewed and forwarded to Fire Department MSDS sheets for chemicals at Advance Realty 2750 Morris Road
- 6/ Completed Montgomery County Department of Public Safety reports:
County Special Situation report

Respectfully Submitted,

David Cornish
Fire Marshal

MEMORANDUM

TO: Worcester Township Board of Supervisors
FROM: Joseph J. Nolan, P.E., Township Engineer
DATE: July 1, 2016
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 July 1, 2016. The projects are in various stages of development, ranging from preliminary feasibility studies to actual ongoing construction.

1. Hickory Hill Sewer Project

This project is now complete. We are now in the one year maintenance bond period.

2. Artmar Road – Preliminary Drainage Study - No Change

A meeting was held with the property owner to discuss the required easements. The property owner also brought his attorney and engineer. A preliminary sketch plan for development of the adjoining property was presented for consideration in exchange for the required easements. This will be reviewed by the Township.

3. Salt Storage Building

The building construction is complete. All paving is complete. Punch Lists are being prepared for the building and electrical contracts. The contract should be closed out in the next two weeks.

4. Heebner Road Soccer Field

Bids were opened on April 13, 2016, and the Township awarded this contract to Grassbusters, Inc. on April 20, 2016. The "Notice to Proceed" will be effective July 1, 2016, so the Contractor can complete the earthwork in time for seeding in early September.

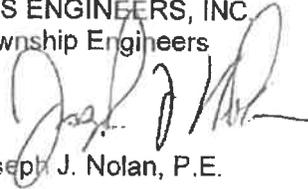
5. 2016 Road Program

Bids were received on March 23, 2016, and this contract was awarded by the Township on April 20, 2016. We have submitted the required documentation to PennDOT for use of Liquid Fuels Funds for this project. We have obtained PennDOT approval and have held the pre-construction meeting. Work will start the week of July 10. All paving should be completed by the end of August.

6. Meadowood Pumping Station Generator Replacement. We are preparing the bidding documents for this project. This project will be publically bid shortly.
7. 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 and zoning violations during the month.
 - c. CKS reviewed numerous grading permit applications for the Township during the month.
 - d. CKS Engineers provided office hours at the Township on Wednesday afternoons during the month as requested.
 - e. 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.

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

JUNE 2016 WORCESTER VOLUNTEER FIRE DEPARTMENT REPORT

WORCESTER TOWNSHIP

MUTUAL AID

TYPE	NUMBER OF CALLS	TYPE	LOCATION	NUMBER OF CALLS
Automatic Fire Alarm	3	Building	Lansdale	2
Accident With Injuries	3	Building	Upper Frederick	1
Building	1	Relocate	Total Outside Twp.	3
Electrical In/Out	2			
Vehicle	1			
TOTAL WORCESTER TOWNSHIP	10			
FIRE POLICE				
Accident w/Injuries	13	Accident w/Injuries	2	2
Total Calls	14.69	Total Calls	2	1
Average Manpower per Call	16 hours 48 Min	Average Manpower per Call	3.5	
Hours in Service	4	Hours in Service	2 Hours 28 minutes	
Drills for the Month	12 hours			
Hours in Service for Drills	21.75	Man Hours in service on fire calls	262 hours 46 minutes	
Average Manpower per Drill		Man Hours in Service for Fire Police	8 hours 34 minutes	
Fire Loss		Man Hours in Service for Officers only	0	
Loss Amount	\$3,200.00	Man Hours in Service on Drills	258 hours 45 minutes	
		Total for Month	530 hours 5 minutes	
		PROPERTY VALUE		
		\$3,800.00		
		0		
		0		



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Search Criteria:

which_cad='P' and occ_date between '06/01/2016' and '06/30/2016'
and case_type<>'TS' and municipality='46226' and jurisdiction='PA'

Number of Records Returned: 156

Call Date	Time	Call Number	Call Type	Original/Final	Location	Found	Report #	Cleared By
Jun-01-2016	07:31:46	274994			DISABLED MOTORIST ON ROAD	YES	2016-274994	CLOSED C/D CALL AIMS
Jun-01-2016	07:38:20	275014			ALARM - BURGLA/ALARM FALSE FAU	YES	2016-275014	CLOSED C/D CALL AIMS
Jun-01-2016	09:04:03	275295			POLICE INFORMATION	YES	2016-275295	CLOSED C/D CALL AIMS
Jun-01-2016	16:09:51	276821			DISTURBANCE/NOISE COMPLAINT	YES	2016-276821	CLOSED C/D CALL AIMS
Jun-01-2016	20:42:01	277706			REQUEST ASSIST - LOCAL PD	YES	2016-277706	CLOSED C/D CALL AIMS
Jun-02-2016	15:52:57	280220			TRAFFIC CONTROL/DISABLED MOTORI	YES	2016-280220	CLOSED C/D CALL AIMS
Jun-02-2016	18:03:20	280640			ALARM - BURGLA/CANCELLED BY CO	YES	2016-280640	CLOSED C/D CALL AIMS
Jun-04-2016	11:26:42	286444			CRIMINAL MISCH/SEE OFFICER	YES	2016-286444	CLOSED C/D CALL AIMS
Jun-04-2016	13:31:53	286819			MVC - REPORTAB/MVC - NON- REPOR	YES	2016-286819	CLOSED C/D CALL AIMS
Jun-04-2016	19:35:47	287841			DISTURBANCE/NO/GONE ON ARRIVAL	YES	2016-287841	CLOSED C/D CALL AIMS
Jun-04-2016	21:32:11	288146			DISTURBANCE/NO/GONE ON ARRIVAL	YES	2016-288146	CLOSED C/D CALL AIMS
Jun-04-2016	23:26:51	288373			POLICE INFORMATION	YES	2016-288373	CLOSED C/D CALL AIMS
Jun-05-2016	13:30:22	289745			ALARM - BURGLA/CANCELLED BY CO	YES	2016-289745	CLOSED C/D CALL AIMS
Jun-05-2016	15:15:27	289969			SEE OFFICER	YES	2016-289969	CLOSED C/D CALL AIMS
Jun-06-2016	04:45:19	291399			/DISTURBANCE/NOI POLICE INFORMATION	YES	2016-291399	CLOSED C/D CALL AIMS
Jun-06-2016	07:00:17	291565			ROAD HAZARD - ANIMAL - DEBRIS	YES	2016-291565	CLOSED C/D CALL AIMS
Jun-06-2016	08:07:58	291769			MVC - INJURIES	YES	2016-291769	CLOSED C/D CALL AIMS
Jun-06-2016	10:18:35	292321			DOMESTIC - IN /DOMESTIC - OTHE	YES	2016-292321	CLOSED C/D CALL AIMS
Jun-06-2016	14:55:52	293456			MVC - NON-REPORTABLE	YES	2016-293456	CLOSED C/D CALL AIMS
Jun-06-2016	23:16:40	294974			MVC - NON-REPORTABLE	YES	2016-294974	CLOSED C/D CALL AIMS
Jun-07-2016	08:08:05	295698			MVC - NON-REPORTABLE	YES	2016-295698	CLOSED C/D CALL AIMS
Jun-07-2016	09:50:20	296050			DISABLED MOTORIST	YES	2016-296050	CLOSED C/D CALL AIMS
Jun-07-2016	11:25:21	296447			MVC - NON-REPORTABLE	YES	2016-296447	CLOSED C/D CALL AIMS
Jun-07-2016	15:17:10	297200			ALARM - BURGLA/ALARM FALSE FAU SEE OFFICER GO	YES	2016-297200	CLOSED C/D CALL AIMS



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jun-07-2016	21:53:27	298219	ALARM - BURGLA/ALARM FALSE	FAU		YES	2016-298219	CLOSED CAD
Jun-08-2016	05:51:20	298736	REQUEST ASSIST - LOCAL PD			YES	2016-298736	CALL
Jun-08-2016	08:04:05	298990	MVC - HIT AND RUN, NO INJURIES			YES	2016-298990	CLOSED CAD
Jun-08-2016	10:10:48	299441	MVC - NON-REPO/CANCELLED BY CO			YES	2016-299441	CALL
Jun-08-2016	11:58:49	299820	DISABLED MOTOR/DISABLED MOTOR			YES	2016-299820	TRACS CRASH REPORT ADVISE
Jun-08-2016	14:42:53	300362	MVC - INJURIES			YES	2016-300362	CLOSED CAD
Jun-08-2016	17:13:36	300849	THEFT			YES	2016-300849	CALL
Jun-08-2016	17:32:30	300910	ROAD HAZARD - /GONE ON ARRIVAL			YES	2016-300910	TRACS CRASH REPORT
Jun-08-2016	19:47:52	301309	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-301309	AIMS
Jun-08-2016	19:49:48	301317	ALARM - BURGLA/ALARM FALSE	FAU		YES	2016-301317	CLOSED CAD
Jun-08-2016	23:36:40	301753	ALARM - BURGLA/ALARM FALSE	NO		YES	2016-301753	CALL
Jun-09-2016	04:51:26	302129	ALARM - BURGLA/ALARM FALSE	NO		YES	2016-302129	CALL
Jun-09-2016	08:46:00	302503	MVC - NON-REPORTABLE			YES	2016-302503	TRACS CRASH REPORT
Jun-09-2016	09:05:27	302557	DISABLED MOTOR/DISABLED MOTOR			YES	2016-302557	CLOSED CAD
Jun-09-2016	10:02:08	302737	ALARM - BURGLA/ALARM FALSE	NO		YES	2016-302737	CALL
Jun-09-2016	12:22:24	303171	ALARM - BURGLA/CANCELLED BY CO			YES	2016-303171	CALL
Jun-09-2016	20:42:45	304532	SUSPICIOUS			YES	2016-304532	AIMS
Jun-10-2016	07:17:45	305413	VE/DISTURBANCE/NOI ROAD CONDITION/ROAD HAZARD - A			YES	2016-305413	CLOSED CAD
Jun-10-2016	13:43:14	306594	DISABLED MOTORIST ON ROAD			YES	2016-306594	CALL
Jun-10-2016	18:00:45	307373	MVC - NON-REPORTABLE			YES	2016-307373	CANCELLED
Jun-10-2016	21:29:37	307982	POLICE INFORMATION			YES	2016-307982	AIMS
Jun-10-2016	21:47:12	308027	MVC - UNKNOWN /MVC - NON-REPO			YES	2016-308027	TRACS CRASH REPORT
Jun-11-2016	00:08:13	308342	ALARM - BURGLA/ALARM FALSE	FAU		YES	2016-308342	CLOSED CAD
Jun-11-2016	06:46:59	308945	ALARM - BURGLA/CANCELLED BY CO			YES	2016-308945	CALL
Jun-11-2016	09:20:17	309240	ALARM - BURGLA/CANCELLED BY CO			YES	2016-309240	CANCELLED



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jun-11-2016	13:29:17	308960	ALARM - BURGLA/CANCELLED BY CO			YES	2016-309960	CANCELLED
Jun-11-2016	14:57:10	310167	MVC - REPORTABLE, NO INJURIES			YES	2016-310167	TRACS CRASH REPORT
Jun-11-2016	17:30:58	310597	DISABLED MOTORIST			YES	2016-310597	CLOSED C/D CALL
Jun-11-2016	19:47:21	311010	MVC - NON-REPORTABLE			YES	2016-311010	TRACS CRASH REPORT
Jun-12-2016	01:49:38	311865	REQUEST ASSIST - LOCAL PD			YES	2016-311865	CLOSED C/D CALL
Jun-12-2016	02:40:44	311978	SUSPICIOUS			YES	2016-311978	AIMS
Jun-12-2016	04:45:43	312142	PER/DISTURBANCE/NOI ALARM - BURGLA/ALARM FALSE FAU			YES	2016-312142	CLOSED C/D CALL
Jun-12-2016	09:31:18	312495	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-312495	CLOSED C/D CALL
Jun-12-2016	09:34:27	312501	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-312501	CLOSED C/D CALL
Jun-12-2016	12:19:42	312954	911 HANG UP CALL			YES	2016-312954	CLOSED C/D CALL
Jun-12-2016	13:04:57	313079	DISABLED MOTORIST			YES	2016-313079	CLOSED C/D CALL
Jun-12-2016	13:45:15	313181	POLICE INFORMATION			YES	2016-313181	CLOSED C/D CALL
Jun-12-2016	14:38:08	313308	ANIMAL CRUELTY/SEE OFFICER			YES	2016-313308	CLOSED C/D CALL
Jun-12-2016	17:13:45	313765	BURGLARY OR AT/SEE OFFICER			YES	2016-313765	GENERAL OFFENSE
Jun-12-2016	21:49:42	314378	ALARM - BURGLA/CANCELLED BY CO			YES	2016-314378	AIMS
Jun-13-2016	07:22:57	315013	MVC - INJURIES			YES	2016-315013	CANCELLED
Jun-13-2016	12:24:20	315975	ALARM - BURGLA/CANCELLED BY CO			YES	2016-315975	TRACS CRASH REPORT
Jun-13-2016	20:21:34	317292	911 HANG UP CALL			YES	2016-317292	CANCELLED
Jun-14-2016	02:46:00	317817	MVC - UNKNOWN /MVC - HIT AND R			YES	2016-317817	CLOSED C/D CALL
Jun-14-2016	13:13:52	319261	MVC - NON-REPO/MVC - REPORTABL			YES	2016-319261	TRACS CRASH REPORT
Jun-14-2016	16:40:46	319890	ALARM - BURGLA/CANCELLED BY CO			YES	2016-319890	TRACS CRASH REPORT
Jun-14-2016	23:41:24	320924	CRIMINAL			YES	2016-320924	CLOSED C/D CALL
Jun-15-2016	06:54:51	321294	MISCH/DISTURBANCE/NOI ALARM - BURGLA/CANCELLED BY CO			YES	2016-321294	GENERAL OFFENSE
Jun-15-2016	08:54:21	321645	POLICE INFORMATION			YES	2016-321645	CANCELLED
Jun-15-2016	14:00:17	322663	SEE OFFICER GO			YES	2016-322663	CLOSED C/D CALL
						YES		GENERAL OFFENSE



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Found	Report #	Cleared By
Jun-15-2016	15:05:41	322852	POLICE INFORMATION	TRAFFIC CONTROL		YES	2016-322852	CLOSED CAD CALL
Jun-15-2016	16:16:05	323065	POLICE INFORMATION			YES	2016-323065	CLOSED CAD CALL
Jun-15-2016	19:44:06	323720	POLICE INFORMATION			YES	2016-323720	CLOSED CAD CALL
Jun-16-2016	06:02:22	324543	WELFARE CHECK			YES	2016-324543	CLOSED CAD CALL
Jun-16-2016	07:56:06	324697	SUSPICIOUS VE/CANCELLED BY CO			YES	2016-324697	CLOSED CAD CALL
Jun-16-2016	16:57:04	326076	DISABLED MOTORIST			YES	2016-326076	CLOSED CAD CALL
Jun-16-2016	16:54:17	326107	IDENTITY THEFT			YES	2016-326107	CLOSED CAD CALL
Jun-16-2016	17:47:47	326213	MVC - NON-REPO/MVC - GONE ON A			YES	2016-326213	PAPER REFOR
Jun-17-2016	06:44:57	327409	DRUG - POSSESS/SEE OFFICER			YES	2016-327409	CLOSED CAD CALL
Jun-17-2016	09:35:08	327789	DOMESTIC - IN/DOMESTIC - OTH			YES	2016-327789	ADVISE
Jun-17-2016	13:10:49	328478	BURGLARY OR ATTEMPTED BURGLARY			YES	2016-328478	PAPER REFOR
Jun-18-2016	01:00:48	330563	ALARM - BURGLA/CANCELLED BY CO			YES	2016-330563	PAPER REFOR
Jun-18-2016	08:51:20	331247	ALARM - BURGLA/CANCELLED BY CO			YES	2016-331247	CANCELLE
Jun-18-2016	13:16:11	331901	TRAF VIOL OTHER			YES	2016-331901	CANCELLE
Jun-18-2016	13:32:52	331944	MVC - REPORTABLE, NO INJURIES			YES	2016-331944	CLOSED CAD CALL
Jun-18-2016	16:17:13	332342	MVC - REPORTAB/CANCELLED BY CO			YES	2016-332342	TRACS CRASH REPORT
Jun-19-2016	00:42:26	333703	REFER TO OTHER AGENCY - PD			YES	2016-333703	CANCELLE
Jun-19-2016	09:12:30	334375	DISTURBANCE/NO/SUSPICIOUS PERS			YES	2016-334375	REFER
Jun-20-2016	08:04:45	336949	REQUEST ASSIST - OTHER AGENCY			YES	2016-336949	GENERAL OFFENSE
Jun-20-2016	09:46:54	337312	SEE OFFICER GO			YES	2016-337312	AIMS
Jun-20-2016	10:36:19	337498	MVC - NON-REPORTABLE			YES	2016-337498	AIMS
Jun-20-2016	13:51:07	338249	THEFT /CANCELLED BY CO			YES	2016-338249	TRACS CRASH REPORT
Jun-20-2016	15:13:50	338485	MVC - REPORTAB/MVC - NON-REPOR			YES	2016-338485	CANCELLE
Jun-21-2016	05:17:33	340254	CRIMINAL MISCH/BURGLARY OR ATT			YES	2016-340254	TRACS CRASH REPORT
Jun-21-2016	10:33:17	341129	REFER TO OTHER AGENCY - PD			YES	2016-341129	PAPER REFOR



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared	By
Jun-22-2016	14:15:09	345570	SUSPICIOUS PER/SUSPICIOUS VEH			YES	2016-345570	GENERAL OFFENSE	
Jun-22-2016	14:53:21	345688	POLICE INFORMATION			YES	2016-345688	CLOSED C/D	
Jun-22-2016	15:02:29	345709	POLICE INFORMATION			YES	2016-345709	CLOSED C/D	
Jun-22-2016	18:32:24	346450	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-346450	CALL	
Jun-22-2016	20:58:22	346855	911 HANG UP CALL			YES	2016-346855	CLOSED C/D	
Jun-23-2016	11:36:11	348376	POLICE INFORMATION			YES	2016-348376	CALL	
Jun-23-2016	14:16:12	348867	BURGLARY OR ATTEMPTED BURGLARY			YES	2016-348867	CALL	
Jun-23-2016	16:16:13	349227	ALARM - BURGLA/CANCELLED BY CO			YES	2016-349227	ADVISE	
Jun-23-2016	19:04:48	349724	MVC - NON-REPO/MVC - REPORTABL			YES	2016-349724	PAPER REPOR	
Jun-24-2016	00:45:22	350366	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-350366	CALL	
Jun-24-2016	07:23:42	350822	MVC - HIT AND RUN, NO INJURIES			YES	2016-350822	TRACS CRASH REPORT	
Jun-24-2016	17:37:18	352841	TRAF VIOL D.L. 640			YES	2016-352841	CLOSED C/D	
Jun-24-2016	18:13:03	352968	TRAFFIC CONTROL			YES	2016-352968	CALL	
Jun-25-2016	03:56:47	354533	SEE OFFICER /GONE ON ARRIVAL			YES	2016-354533	CLOSED C/D	
Jun-25-2016	10:29:05	355144	HOUSE CHECK			YES	2016-355144	CALL	
Jun-25-2016	12:25:44	355501	MVC - REPORTAB/MVC - NON-REPOR			YES	2016-355501	CLOSED C/D	
Jun-25-2016	15:49:30	356050	MVC - NON-REPO/GONE ON ARRIVAL			YES	2016-356050	TRACS CRASH REPORT	
Jun-25-2016	18:32:27	356589	DEATH - NATURAL			YES	2016-356589	CLOSED C/D	
Jun-25-2016	21:22:09	357127	DISABLED MOTORIST ON ROAD			YES	2016-357127	CALL	
Jun-25-2016	22:54:03	357368	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-357368	CLOSED C/D	
Jun-25-2016	23:57:30	357535	THEFT /SEE OFFICER			YES	2016-357535	CALL	
Jun-26-2016	07:37:13	358286	REFER TO OTHER AGENCY - PD			YES	2016-358286	GENERAL OFFENSE	
Jun-26-2016	08:11:09	358341	WELFARE CHECK			YES	2016-358341	REFER	
Jun-26-2016	10:47:58	358704	MVC - PRIVATE PROPERTY			YES	2016-358704	CLOSED C/D	
Jun-26-2016	15:57:26	359547	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-359547	CALL	



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jun-26-2016	17:19:09	359856			CRIMINAL MISCHIEF	YES	2016-359856	PAPER REPORT
Jun-26-2016	19:07:40	360133			ROAD HAZARD - /GONE ON ARRIVAL	YES	2016-360133	CLOSED C/D
Jun-26-2016	20:38:19	360367			POLICE INFORMATION	YES	2016-360367	CALL
Jun-26-2016	22:35:22	360624			DISTURBANCE/NO/SEE OFFICER	YES	2016-360624	CLOSED C/D
Jun-26-2016	23:03:36	360669			DISABLED MOTORIST	YES	2016-360624	CALL
Jun-27-2016	08:58:20	361580			ALARM - BURGLA/CANCELLED BY CO	YES	2016-360669	GENERAL OFFENSE
Jun-27-2016	09:25:24	361695			DRUG - FOUND INCL. PARAPHERNAL	YES	2016-361580	CLOSED C/D
Jun-27-2016	19:39:31	363860			MVC - INJURIES	YES	2016-361580	CALL
Jun-27-2016	19:58:39	363928			911 HANG UP CALL	YES	2016-361695	CANCELLED
Jun-27-2016	20:52:17	364051			ALARM - BURGLA/ALARM FALSE FAU	YES	2016-363860	PAPER REPORT
Jun-27-2016	23:03:51	364323			ALARM - BURGLA/ALARM FALSE FAU	YES	2016-363928	TRACS CR/SH REPORT
Jun-28-2016	16:39:34	367088			HARASSMENT - CILANDLORD - DIVO	YES	2016-364051	CLOSED C/D
Jun-28-2016	18:03:22	367427			MVC - NON-REPO/CANCELLED BY CO	YES	2016-364323	CALL
Jun-28-2016	16:39:34	367465			HARASSMENT - COMM - STALK-OT	YES	2016-367088	CLOSED C/D
Jun-28-2016	20:41:28	367923			911 HANG UP C/CANCELLED BY CO	YES	2016-367427	CALL
Jun-29-2016	00:50:30	368386			911 HANG UP CALL	YES	2016-367465	CANCELLED
Jun-29-2016	15:21:36	370838			THEFT	YES	2016-367923	DUPLICATE
Jun-29-2016	16:48:13	371186			SUSPICIOUS PERSON	YES	2016-367923	CALL
Jun-30-2016	02:42:56	372880			ALARM - BURGLA/ALARM FALSE FAU	YES	2016-368386	CLOSED C/D
Jun-30-2016	07:35:47	373196			REQUEST ASSIST - LOCAL PD	YES	2016-370838	CALL
Jun-30-2016	08:45:37	373393			MVC - INJURIES	YES	2016-371186	CLOSED C/D
Jun-30-2016	08:47:40	373404			ALARM - BURGLA/ALARM FALSE BY CO	YES	2016-372880	CALL
Jun-30-2016	11:11:29	373988			WELFARE CHECK	YES	2016-373196	GENERAL OFFENSE
Jun-30-2016	12:06:01	374215			ALARM - BURGLA/ALARM FALSE NO	YES	2016-373393	TRACS CR/SH REPORT
Jun-30-2016	15:28:25	375063			SEE OFFICER /BURGLARY OR ATT	YES	2016-373404	CANCELLED
Jun-30-2016	16:24:35	375345			SUSPICIOUS VE/SEE OFFICER	YES	2016-373988	CLOSED C/D
						YES	2016-374215	CALL
						YES	2016-375063	PAPER REPORT
						YES	2016-375345	PAPER REPORT



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Indexed	Report #	Cleared By
Jun-30-2016	17:19:34	375623	HOUSE CHECK			YES	2016-375623	CLOSED C.A.D
Jun-30-2016	18:19:21	375783	MVC - HIT AND RUN, NO INJURIES			YES	2016-375783	CALL
Jun-30-2016	18:35:18	375849	ALARM - BURGLA/ALARM FALSE			YES	2016-375849	TRACS CRASH REPORT
Jun-30-2016	18:58:51	375927	FAU			YES	2016-375927	CLOSED C.A.D
Jun-30-2016	19:18:38	375997	MVC - NON-REPO/CANCELLED BY CO			YES	2016-375997	CALL
Jun-30-2016	20:35:56	376289	ALARM - BURGLA/CANCELLED BY CO			YES	2016-376289	CLOSED C.A.D
			THREATS - ACTO/SEE OFFICER					CALL
								GENERAL OFFENSE

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, JUNE 15, 2016 – 7:30 PM**

CALL TO ORDER by Chair Caughlan at 7:39 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- Chair Caughlan noted North Penn Water Authority Executive Director Anthony Bellitto had been awarded the 2016 Governor's Award for Local Government Excellence.
- Bob Brant, Township Solicitor, announced the Board of Supervisors had met in Executive Session immediately following the May 18 Business Meeting to discuss a matter of litigation, in specific The Cutler Group v. Worcester Township, Montgomery County Court of Common Pleas docket #15-13769; and, a matter of threatened litigation, related to the Hickory Hill Sewer project. Mr. Brant also announced the Board of Supervisors had met in Executive Session immediately preceding this meeting to discuss a matter of litigation, in specific Mollick v. the Worcester Township Board of Supervisors and individual Board members, Montgomery County Court of Common Pleas, docket number 15-13760, with an action on this matter to be taken at this evening's meeting; and, a matter of litigation, in specific The Cutler Group v. Worcester Township, Montgomery County Court of Common Pleas docket #15-13769, with an action on this matter to be taken at this evening's meeting.

In the matter of Mollick v. the Worcester Township Board of Supervisors and individual Board members, Tony Sherr, Counsel for this litigation, provided an overview of a proposed action against the Plaintiff to seek an award for damages incurred by the Defendants.

Supervisor Bustard motioned to authorize the filing of the action as presented by Mr. Sherr. The motion was seconded by Supervisor Quigley.

Jim Mollick, Worcester, commented on the Court of Common Pleas ruling on this litigation, and fees invoiced by the former Township Solicitor. Mr. Sherr commented on the Court of Common Pleas ruling on this litigation.

By unanimous vote the Board adopted the motion to approve.

In the matter of The Cutler Group v. Worcester Township, Mr. Brant commented on the Court of Common Pleas ruling on this litigation, and noted the Board of Supervisors consideration of an appeal to the Commonwealth Court.

Supervisor Bustard motioned to authorize the filing of an appeal to the Commonwealth Court, and the hiring of Carl Primavera, Klehr, Harrison, Harvey & Branzburg, to serve as Counsel on this appeal. The motion was seconded by Supervisor Quigley.

Bob Andorn, Worcester, commented on the appeals process and this expense. Dave Plader, Worcester, commented on the potential impact of the Plaintiff's proposed development. Dr. Mollick commented on the proposed litigation, previous court decisions, and Supervisor performance. Bill Goulding, Worcester, commented on the Plaintiff's proposed development, the Township appeal to the Commonwealth Court, and treatment of proposed development's sanitary sewage.

By unanimous vote the Board adopted the motion to approve.

PUBLIC COMMENT

- Roberta Body, owner of Palmer Tract, thanked the Board for its work on the proposed Center Point Village zoning ordinance, and commented on this project schedule.
- Mr. Andorn, commented on the permitted public comment period at public meetings, the appeal to the Commonwealth Court in the matter of The Cutler Group v. Worcester Township, the expense of this litigation, the proposed Center Point Village zoning ordinance, current and past uses in the Village of Center Point, and the use of transfer development rights.
- Dr. Mollick commented on the permitted public comment period at public meetings, current litigation, and a donation paid to the Conservatory of Montgomery County for the preservation of a property in the Township.

OFFICIAL ACTION ITEMS

- a) Consent Agenda – Chair Caughlan 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 Bustard made a motion to approve a consent agenda that includes (a) the Treasurer's Report and other Monthly Reports for May 2016, (b) bill payment for May 2016 in the amount of \$211,299.51, (c) the May 18, 2016 Work Session minutes; and, (d) the May 18, 2016 Business Meeting minutes. The motion was seconded by Supervisor Quigley.

Dr. Mollick commented on previous Township Solicitor work and fees, Township payment of this invoice, and an estimated value of The Cutler Group's proposed development.

By unanimous vote the Board adopted the motion to approve.

- b) Proclamation 2016-01 – This matter was tabled to the July 20, 2016 Business Meeting.
- c) Resolution 2016-24 – Bernadette Kearney, Counsel for the Applicant, provided an overview of a proposed 17,340 sf addition to an existing education and training use, the IBEW facility, at 3455 Germantown Pike. Ms. Kearney commented on relief obtained from the Zoning Hearing Board, Planning Commission consideration and approval recommendation, and Township Engineer review. Joe Nolan, Township Engineer, noted he was not opposed to a requested waiver for maximum stormwater basin dewatering time.

Supervisor Bustard made a motion to approve Resolution 2016-24, to grant Preliminary/Final approval of a plan of land development at 3455 Germantown Pike. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- d) Resolution 2016-23 – Amanda Zimmerman, Assistant Manager, proposed an overview of proposed improvements, which include a parking area, pedestrian walkway and the a loading dock reconfiguration, at a manufacturing facility at 2750 Morris Road.

Supervisor Quigley commented on the installation of previously required landscape buffers, and Mr. Nolan confirmed the materials had been installed.

Supervisor Bustard made a motion to approve Resolution 2016-23, to grant Preliminary/Final approval of a plan of land development at 2750 Morris Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- e) agreement – Mr. Ryan provided an overview of a revised agreement with Lower Providence Township and the Lower Providence Township Sewer Authority to provide sanitary sewer service to four properties at Germantown Pike.

Supervisor Bustard made a motion to approve the revised agreement with Lower Providence Township and the Lower Providence Township Sewer Authority to provide sanitary sewer service to four properties at Germantown Pike. The motion was seconded by Supervisor Quigley.

Ms. Kearney thanked the Board of Supervisors for their efforts on this matter. Dr. Mollick commented on Pennsylvania Department of Environmental Protection involvement in this matter, and the required intermunicipal agreement. Steve Lutz, IBEW, thanked the Board of Supervisors for their efforts on this matter.

By unanimous vote the Board adopted the motion to approve.

- f) Ordinance 2016-259 – Chair Caughlan opened the Public Hearing at 8:35 pm.

Mr. Ryan provided an overview of a proposed ordinance to amend Township hunting regulations as to the possession of certain weapons and the presumption of hunting activities.

Mr. Brant confirmed advertisement and distribution dates of the proposed ordinance.

Charles Pedano, Worcester, commented on the amendment proposed. Mr. Ryan read that section of Township Code proposed to be deleted.

There being no additional public comments, Chair Caughlan closed the Public Hearing at 8:40 pm.

Supervisor Bustard made a motion to adopt Ordinance 2016-259, to amend Township hunting regulations as to the possession of certain weapons and the presumption of hunting activities. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- g) Ordinance 2016-260 – Chair Caughlan opened the Public Hearing at 8:42 pm.

Mr. Ryan provided an overview of a proposed ordinance to amend Ordinance 2015-254 regarding payment of the Hickory Hill Sewer Project assessments.

Mr. Brant confirmed advertisement and distribution dates of the proposed ordinance.

Dr. Mollick commented on authorization to advertise the proposed ordinance.

There being no additional public comments, Chair Caughlan closed the Public Hearing at 8:44 pm.

Supervisor Bustard made a motion to adopt Ordinance 2016-260, to amend Ordinance 2015-254 regarding payment of the Hickory Hill Sewer Project assessments. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- h) waiver – Mr. Ryan provided an overview of request to install an on-lot septic system within a front yard setback at 1467 North Trooper Road. Mr. Nolan noted the property is a double-frontage lot, and he commented on the type of on-lot septic system proposed.

Supervisor Bustard made a motion to approve a waiver request to install an on-lot septic system within a front yard setback at 1467 North Trooper Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- i) ordinance advertisement – Mr. Ryan provided an overview of an ordinance to establish a designated service area for the North Penn Water Authority.

Tony Bellitto, North Penn Water Authority Executive Director, commented on the benefits of Authority service. Supervisor Quigley noted he had toured NPWA facilities, and stated the information obtained was helpful.

Supervisor Bustard made a motion to authorize the advertisement of the proposed ordinance for a Public Hearing to be conducted at the next Business Meeting at which all three Supervisors are in attendance. The motion was seconded by Supervisor Quigley.

Mr. Andorn commented on benefits to the community, and on the mandate to utilize a public water provider. Mr. Bellitto commented on the Authority organizational structure and fees charged.

By unanimous vote the Board adopted the motion to approve.

- j) waiver – Mr. Ryan noted receipt of a request from Montgomery County to waive payment of the permit fee for proposed recognition signage to be posted at certain preserved farms. Mr. Ryan noted the permit fee is \$65 per sign.

Supervisors Bustard noted the Township had waived payment of the permit fee for similar signage installed at the Peter Wentz Farmstead. Chair Caughlan read a June 14, 2016 letter from Anne Leavitt-Gruberger, Assistant Section Chief of County Planning for Montgomery County, on this matter.

Supervisor Bustard made a motion to approve the waiver of permit fees for recognition signs installed at properties preserved through the Montgomery County farmland preservation program. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

No other business was discussed at this evening's meeting.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned the regularly scheduled meeting at 9:01 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

*Township of Worcester
Proclamation 2016-01*

A Proclamation to Recognize the Peter Wentz Farmstead

Whereas, the Peter Wentz Farmstead property is one of five historic sites owned and maintained by Montgomery County; and,

Whereas, the Farmstead did serve as a temporary headquarters for General George Washington and his staff on October 2 and October 3, 1777, during which time General Washington planned the Battle of Germantown; and,

Whereas, generations of the Schultz family did live upon and farm this land until 1969, at which time the 100-acre property was purchased by Montgomery County and preserved as a historic site; and,

Whereas, the Farmstead is celebrating its 40th anniversary under the care of Montgomery County; and,

Whereas, today the Farmstead stands among our Community's most significant historic lands, of great and valuable benefit to all residents of Worcester Township.

Now, therefore, be it and it is hereby resolved that the Board of Supervisors does recognize the Peter Wentz Farmstead, and does support continuing efforts to protect and preserve this property for generations to come.

Resolved this 20th day of July, 2016

Attest:

Tommy Ryan, Secretary

*Township of Worcester
Board of Supervisors:*

Susan G. Caughlan, Chair

Steven C. Quigley, Vice Chair

Arthur C. Bustard, Member



Date: July 20, 2016

Resolution No. 2016-25

Recorded in Court Docket Book

No. _____, Page No. _____

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
ENGINEERING DISTRICT 6-0
7000 GEERDES BOULEVARD
KING OF PRUSSIA, PA 19406-1523

Gentlemen:

We, the undersigned Board of Township Supervisors of Worcester Township,
Montgomery County, hereby certify that the following described road has been in use by the
Public and has been maintained by the expenditure of township funds for a period of twenty-one (21)
years or more: _____

Length: see Exhibit A attached
Width: _____
Right-of-Way: _____
Type: _____
Location: _____

Seal

Supervisors Signature:

Secretary Signature

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires _____

Notary Public

EXHIBIT A

street name	length (LF)	width (LF)	ROW (LF)	type	location
Artmar Road	763	20	50	tertiary	225' north of the intersection of Valley Forge Road and Griffith Road
Beyer Lane	548	28	50	tertiary	1,270' west of the intersection of Bean Road and Whitehall Road
Ernest Lane	900	24	60	tertiary	605' south of the intersection of Skippack Pike and Cedars Road
Ethel Avenue	718	20	50	tertiary	735' east of the intersection of Valley Forge Road and Artmar Road
Fieldcrest Way	674	28	50	tertiary	325' south of the intersection of Valley Forge Road and Water Street Road
Hogarth Lane	1,250	30	50	tertiary	780' south of the intersection of Stump Hall Road and Hollow Road
Little Creek Lane	1,384	30	50	tertiary	1,370' west of the intersection of Kriebel Mill Road and Stump Hall Road
Nicole Drive	1,044	30	50	tertiary	355' east of the intersection of Valley Forge Road and Artmar Road
Old Orchard Road	560	24	50	tertiary	1,090' west of the intersection of Skippack Pike and Berks Road
Overhill Drive	1,955	28	50	tertiary	620' north of the intersection of Berks Road and Bean Road
Reiner Road	3,297	26	50	tertiary	at terminus of Spring Hill Road
Shearer Road	1,988	20	60	secondary	1,970' east of the intersection of Valley Forge Road and Skippack Pike
Spring Hill Road	1,703	26	50	tertiary	425' north of the intersection of Trooper Road and Woodlyn Avenue

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2016-26

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT
WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, Worcester Township submitted a grant application to the Pennsylvania Department of Transportation Green Light-Go Program, for preventative maintenance improvements at thirteen traffic signals throughout the Township; and,

WHEREAS, the Pennsylvania Department of Transportation has awarded this grant application in the amount of \$4,725; and,

WHEREAS, in order to implement the improvements the Township must first execute a Grant Agreement with the Pennsylvania Department of Transportation, and likewise process other documents required to properly effect the grant award.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Township Manager is authorized to execute Grant Agreement No. 2015GLG087, and any other documents required to properly effect the grant award.

RESOLVED THIS 20TH DAY OF JULY, 2016.

FOR WORCESTER TOWNSHIP

By:

Susan G. Caughlan, Chair
Board of Supervisors

Attest:

Tommy Ryan, Secretary

Effective Date:	EALA #: BMS46226
Date of Offer: May 16, 2016	Funds Commitment #:
Internal Order Number: 89975	Agreement #: 2015GLG087
Grantee: Worcester Township	SAP Vendor#: 138862
Project Title: Traffic Signal Maintenance	MPMS#: 105694
Total Grant Amount Not to Exceed:\$4,725	ECMS#
PennDOT Fiscal Year: 15/16	<input type="checkbox"/> Local Grant Element <input checked="" type="checkbox"/> PennDOT Project Element

GRANT/REIMBURSEMENT AGREEMENT

Green Light-Go Program

This Grant/Reimbursement Agreement is made by and between the Commonwealth of Pennsylvania, Department of Transportation (PENNDOT)

and

Worcester Township (GRANTEE).

WITNESSETH:

WHEREAS, 74 Pa.C.S. Chapter 92, added by Act 89 of 2013, provides for the establishment and implementation of a program to allocate funds to municipalities for traffic signals, provided that the municipality match PENNDOT funding in an amount not less than 50% of the amount of the financial assistance being provided; and,

WHEREAS, Under 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 9511(e.1) (relating to allocation of proceeds), the PENNDOT established the Green Light-Go: Pennsylvania's Municipal Partnership Program, also known as the "Green Light-Go Program." The Green Light-Go Program is a competitive application requiring a 50% municipal or private cash match for municipalities to request financial assistance for existing traffic signal maintenance and operations activities identified in 75 Pa.C.S. § 9511(e.1), and,

WHEREAS, PENNDOT invited municipalities to submit grant applications, and GRANTEE's application was selected for participation in the Green Light-Go program; and,

WHEREAS, GRANTEE has signified its willingness to participate in the Green Light-Go program and the PENNDOT agrees to partially fund the GRANTEE's project to the grant amount, in accordance with the terms, conditions and provisions set forth below.

N O W, T H E R E F O R E:

For and in consideration of the foregoing premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties agree as follows:

1. **Incorporation by reference.** The foregoing recitals are incorporated by reference as if fully set forth among the terms and conditions of this Grant/Reimbursement Agreement.

2. **Scope of Work.** The Project consists of the annual maintenance of the traffic signals in Worcester Township, as more particularly described in the attached Grant/Reimbursement Application(s) (Exhibit D). The Project was competitively selected, and therefore PENNDOT will not allow substantial scope changes or substitute projects after an award is made.

3. **Scope of this Agreement.**

(a) This Grant/Reimbursement Agreement comprises:

- (i) this document, including its exhibits (Exhibits E, F, G, H, I and J);
- (ii) the Project Estimated Costs (Exhibit A);
- (iii) the Grant Terms and Conditions (Exhibit B);
- (iv) the Grant Offer Letter (Exhibit C);
- (v) the Grant Application (Exhibit D); and,
- (ix) any other document referenced or incorporated in the Grant Application.

(b) Each Grant/Reimbursement Agreement, including its exhibits and referenced documents, applies to only the particular Grant and Project covered by that Grant/Reimbursement Agreement. If there is any ambiguity or inconsistency between the documents constituting this Grant/Reimbursement Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

(c) This Grant/Reimbursement Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Project and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

4. **Scope of Funding.** The total amount of the Grant is \$4,725. Funding by activity will be as follows:

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Total Amount</u>
Preliminary Engineering	\$0	\$0	\$0
Final Design	\$0	\$0	\$0
Utilities	\$0	\$0	\$0
Right-of-Way	\$0	\$0	\$0
Construction	\$4,725	\$4,725	\$4,725
Total Cost	\$4,725	\$4,725	\$4,725

5. Term of Grant. The Project funding begins on Grant/Reimbursement Agreement Execution and ends on October 31, 2017, the Expiration Date.

(a) Project activities for which this Grant Agreement is written must be completed by the following deadlines:

Grant Offer/Agreement Returned to Department (Within 60 days of offer)	August 10, 2016
Kick-Off Meeting and Field View (Within 60 days of Department receiving signed agreement)	November 7 – November 11, 2016
Completion of Construction	June 30, 2017
Submission of Final Invoice to Department	October 31, 2017
Agreement Expiration	October 31, 2017

Project deadlines may be extended at PENNDOT's discretion. If not extended, then if a deadline is not met, PENNDOT may:

- (i) suspend payment of the Grant funds until the Project schedule is made current; or
- (ii) terminate this Grant/Reimbursement Agreement in accordance with the Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.

(b) If the Project is not completed and final invoice submitted by the Expiration Date, no additional payments will be made to the GRANTEE, and the remaining funds will revert back to the Green Light-Go program.

6. Local Project Element – Payment of Grant Funds.

(a) If the Project is within a designated corridor, it will be considered a local project element. selected, GRANTEE shall have management responsibility for the Project. GRANTEE shall administer all aspects of the performance of the Project.

- (i) The work shall be performed by the GRANTEE's employees, contractors and/or consultants.
- (ii) GRANTEE shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.

(b) PENNDOT will make payments to the GRANTEE through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the PennDOT's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvemu/paper/Forms/ACH-EFTenrollmentform.pdf

- i) The GRANTEE must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the GRANTEE to properly apply the DEPARTMENT's payment to the respective invoice or program.
 - ii) It is the responsibility of the GRANTEE to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- (c) GRANTEE shall maintain full and complete records of all receipts and disbursements of all Project funds for three (3) years from the date of final payment of grant funds under this Grant/Reimbursement Agreement to GRANTEE for inspection and/or audit. PENNDOT, or any of its authorized officers, agents or employees, shall have full and complete access to the records to inspect, copy, or carry them away, at any reasonable time during the term of this Grant/Reimbursement Agreement or the three (3) year retention period. The account and records shall comply with generally accepted accounting practices.
- (d) Each payment will be made following submission by the GRANTEE of an itemized invoice. To be correctly itemized, the invoice must be in the form of Exhibit (E).

7. PENNDOT Project Element – Use of Grant Funds.

- (a) If the Project is within a critical corridor, it will be considered a PENNDOT project element. PENNDOT shall have management responsibility for the Project. PENNDOT shall administer all aspects of the performance of the Project.
- (i) The work shall be performed by PENNDOT employees, contractors and/or consultants, except as may be otherwise provided in this Grant/Reimbursement Agreement.
 - (ii) PENNDOT shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
 - (iii) PENNDOT shall be responsible for the bidding and award of any necessary contracts for construction and construction inspection. If the amounts bid exceed the Project estimated costs, the parties agree to meet within seven business days to discuss project funding. The parties may agree to re-bid, reduce or alter the Project scope, terminate the Project, or proceed with the Project at the higher cost.
 - (iv) During the conduct of the work, PENNDOT is authorized to proceed with and approve any change order provided that the aggregate cost associated with all change orders does not exceed 10% of the total project estimated costs. If the change order cost exceeds 10% of the total project estimated costs, the GRANTEE shall be presented with a change order request for each subsequent change order request. If GRANTEE does not approve any proposed change order, GRANTEE shall notify PENNDOT, in writing, of its disapproval within three business days and the parties shall meet within one business day after the notice is given in an effort to resolve the objection. If no notice of

disapproval is given within three business days, the change order shall be deemed approved. The parties shall use their respective best efforts to resolve any objection to a change order raised by GRANTEE. Additionally, once the aggregate of change orders exceeds 10% of the total Project estimated costs, the parties shall promptly meet within seven business days to discuss the change order needs.

(b) The GRANTEE shall reimburse PENNDOT for the municipal match. In any instance where Project costs are incurred in excess of the grant amount, including but not limited to instances where change orders are approved, GRANTEE shall reimburse PENNDOT the excess amount within 30 days after receipt of an invoice from PENNDOT which itemizes the costs and expenses to be reimbursed.

(c) The GRANTEE authorizes PENNDOT to withhold as much of the grant amount and municipal match as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs incurred, and authorizes PENNDOT to apply those funds to perform and complete the Project.

(d) The scope of funding and Project estimated costs are based on information supplied by the GRANTEE in its application, and PENNDOT relied upon that information to offer the Grant. The grant amount will not be increased, and GRANTEE bears all risk for costs exceeding the project estimates.

(e) PENNDOT shall acquire all rights-of-way necessary to perform the Project in accordance with all applicable federal and state laws, policies and procedures. PENNDOT shall be responsible for all negotiations, defense of all claims and initial payment of all property damages or right-of-way costs resulting from any acquisition and/or condemnation. Acquisition cost shall include, but shall not be limited to, payment of claims of affected property owners, photographic, appraisal and engineering services; title reports; counsel fees; expert witness fees required for the adjudication of all property damage claims; transcripts of testimony before the board of view; and all record costs, including printing costs, in case of appeal to an appellate court. In the event that PENNDOT exercises its power of eminent domain over any real property owned by GRANTEE, GRANTEE agrees to waive just compensation for right-of-way necessary for the Project.

(f) PENNDOT may perform multiple projects for different grants and/or GRANTEES together through a bundled procurement, in order to perform similar projects in the most cost-effective manner. Projects awarded under the PENNDOT Project Element will be evaluated to determine the most fiscally responsible manner of project delivery, considering cost and project management requirements.

(g) GRANTEE shall have the right at all reasonable times and upon reasonable notice to PENNDOT to review PENNDOT's records addressing the bidding, letting, contracting, invoicing and payment for work done on the Project.

8. Reporting. GRANTEE agrees to comply with the reporting requirements contained in PENNDOT Publication 191. GRANTEE also agrees to create and provide a report to the PENNDOT representative at the completion of the Project showing that the work was completed in accordance with this Grant/Reimbursement Agreement, and this report shall include an accounting summary of all funds expended toward the Project.

9. Effective date. This Grant/Reimbursement Agreement will not be effective until it has been executed by all necessary PENNDOT officials as required by law. Following full execution, PENNDOT will insert the effective date at the top of Page 1. This Grant/Reimbursement Agreement shall remain in effect until the Project is abandoned or the Expiration Date, whichever occurs first.

10. Availability of funds. The GRANTEE, by executing this Grant/Reimbursement Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Grant/Reimbursement Agreement, and that the GRANTEE, and not PENNDOT, shall bear and provide for all costs incurred in excess of the grant amount.

11. Points of Contact. All notices or other communications that are required or any to be given under this Grant/Reimbursement Agreement shall be addressed as follows:

If to PENNDOT:

Daniel Farley
Traffic Operations Deployment and Maintenance Section
Bureau of Maintenance and Operations, Department of Transportation
403 North Street, 6th Floor
Harrisburg, PA 17120
RA-PDSIGNALFUNDING@pa.gov

If to GRANTEE:

Lee Mangan
Township Manager, Worcester Township
1721 Valley Forge Road
Worcester, PA 19490
manager@worcestertwp.com

or to such other person or address as the parties may provide to each other in writing.

12. Other Contributions. "Other Contributions" means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount	Timing
N/A	N/A	N/A	N/A
		\$	

GRANTEE agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Project. If the Other Contributions are not provided in accordance with this clause, then PENNDOT may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Grant/Reimbursement Agreement in accordance with the General Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.

13. Equipment and assets.

(a) GRANTEE agrees to obtain PENNDOT's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000, apart from those listed in the Grant Application and/or detailed below:

[insert list of approved equipment and assets]

(b) GRANTEE agrees to use the equipment and assets for the purposes of the Project.

(c) GRANTEE agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Project must be treated as part of the Grant and used for the purposes of the Project.

14. Relevant qualifications or skills.

(a) GRANTEE agrees to ensure that personnel performing work in relation to the Project are appropriately qualified to perform the tasks indicated. In order to properly maintain the traffic signal equipment covered by this applicant, the GRANTEE agrees to provide, as minimum, the following staff throughout the useful life of equipment.

(i) Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs. The Traffic Engineer must possess, at a minimum:

- (1) A thorough understanding of traffic signal design, installation and maintenance.
- (2) A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
- (3) An ability to supervise subordinate personnel effectively in the assignment of their work.
- (4) A college degree in engineering, which includes course work in traffic engineering.
- (5) Either four years of experience in the field of traffic engineering or its equivalent in graduate college work.

(ii) Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment. The Signal Specialist must possess, at a minimum:

- (1) Extensive training and troubleshooting skills in electronics and software.
- (2) Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
- (3) Ability to make design and modifications to implement or omit special functions.
- (4) Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
- (5) Ability to perform all tasks required of a signal technician.

(iii) Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment. The Signal Technician must possess, at a minimum:

- (1) Ability to perform response maintenance on solid state equipment up to the device exchange level.
- (2) Capability to diagnose a vehicle loop failure and initiate corrective action.
- (3) Ability to tune detector amplifiers.
- (4) Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
- (5) Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

(b) The staffing requirements may not be altered by the GRANTEE except by request to PENNDOT and receipt of PENNDOT's written approval, or as superseded by specific staffing requirements provided in PENNDOT's Publication 191.

15. Compliance with law, policies and industry standards. GRANTEE agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Project:

- The Manual on Uniform Traffic Control Devices (MUTCD) is approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2).
- Transportation Research Boards Highway Capacity Manual 2010
- Pa Vehicle Code (75 Pa. C.S. §§3111 – 3115 and §§6101 – 6129)
- PA Regulations (67 Pa. Code §§205 and 212)
- PennDOT Publication 13M (Design Manual 2: Highway Design).
- PennDOT Publication 35 (Bulletin 15) Approved Construction Materials
- PennDOT Publication 46 (Traffic Engineering Manual)
- PennDOT Publication 72M (Roadway Construction Standards)
- PennDOT Publication 111 (Traffic Control Pavement marking and Signing Standards)
- PennDOT Publication 148 (Traffic Standards (TC-8800 Series) Signals)
- PennDOT Publication 191 (Guidelines for the Maintenance and Operation of Traffic Signals)
- PennDOT Publication 213 (Temporary Traffic Control Guidelines)
- PennDOT Publication 236 (Handbook of Approved Signs)
- PennDOT Publication 408 (Highway Specifications)
- PennDOT Publication 669 (Traffic Signal Inspection Pocket Guide)
- PennDOT Traffic Engineering Forms
- All active Department Strike-Off Letters

16. Diverse Business Participation for Non-Federal-Funded Projects. Local transportation organizations, including municipalities that function as transit providers, shall comply with the

provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa. C.S. §303 (Diverse business participation).

17. Jurisdiction. This Grant/Reimbursement Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The GRANTEE agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

18. No attachment by creditors; no cause of action. The parties do not intend the benefits of this Grant/Reimbursement Agreement to inure to any third party. No portion of PENNDOT's commitment to make the Grant will be subject to attachment or levy by any creditor of the GRANTEE or by any contractor, subcontractor, materialman, or supplier, or any creditor of any contractor, subcontractor, materialman, or supplier. Notwithstanding anything contained in any document executed in connection with this transaction, or any conduct or course of conduct by any of the parties hereto, before or after signing this Grant Agreement, this Grant/Reimbursement Agreement shall not be construed as creating any rights, claims, or causes of action against the Commonwealth, or any agency, officer, agent, or employee thereof, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than as specifically provided in this Grant/Reimbursement Agreement.

19. Save harmless. During the term of this Agreement, the GRANTEE shall indemnify and save the DEPARTMENT harmless from and against any damages recoverable under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§8541-8564, up to the limitations on damages under said law arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of GRANTEE and for which a court has held GRANTEE, its officials or employees to be liable under said law. This provision shall not be construed to limit the GRANTEE in asserting any rights or defense. Maintenance of a traffic signal under this or any other agreement or permit is a maintenance obligation under 42 Pa. C.S. §8542(b)(6)(ii).

20. Required contract provisions. The parties agree, and the GRANTEE shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, antisolicitation, information and reporting provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Commonwealth Non-discrimination/Sexual Harassment Clause, which is attached as Exhibit "F" and made a part of this Grant/Reimbursement Agreement. As used in this clause, the term "Contractor" means the GRANTEE.

21. Contractor Integrity Provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Integrity Provisions, which are attached as Exhibit "G" and made a part of this Grant Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

22. Offset Provision. The GRANTEE agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the GRANTEE or its subsidiaries to the Commonwealth against any payments due the GRANTEE under any contract with the Commonwealth.

23. Provisions Concerning the Americans with Disabilities Act. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Provisions Concerning the Americans with Disabilities Act, which are attached as Exhibit "H" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

25. Contractor Responsibility Provisions. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Responsibility Provisions, which are attached as Exhibit "I" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

26. Right-to-Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Grant/Reimbursement Agreement. Therefore, this Grant/Reimbursement Agreement is subject to, and the GRANTEE shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "J" and made a part of this Grant/Reimbursement Agreement. As used in this exhibit, the term "Contractor" refers to the GRANTEE.

IN WITNESS WHEREOF, the parties have executed this Grant/Reimbursement Agreement on the date first above written.

ATTEST:

GRANTEE

Title: DATE

BY _____
Title: DATE

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
for Comptroller Date

BY _____
Deputy General Counsel Date

Contract No. 2015GLG087, is split 100%, expenditure amount of 0% for federal funds and 100%, expenditure amount of \$4,725.00 for state funds. The related federal assistance program name and number is _____; _____. The state assistance program name and SAP Fund is 1107300113; _____.

Project Estimated Costs

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Subtotals</u>
Preliminary Engineering	\$0.00	\$0.00	\$0.00
Final Design	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00
Construction	\$4,725.00	\$4,725.00	\$9,450.00
<hr/>			
Total Cost	\$4,725.00	\$4,725.00	\$9,450.00

Municipal Match %

County

Municipality

Project Title

Terms & Conditions

Eligibility.

- (a) Municipalities are eligible grantees in the Green Light – Go Program.
- (b) Grants require at least a 50% local match of the total project costs.
- (c) Projects awarded in critical corridors will be designed and managed by the Department in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department. Projects awarded in designated corridors will be designed and managed by the grantee.
- (d) Grants are available for maintenance and capital projects.
 - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.
 - (i) Eligible maintenance projects must have a minimum estimated useful life of at least 5 years.
 - (ii) Eligible maintenance projects may not include costs for the acquisition of land, rights to land, buildings or building materials to construct a new building or buildings.
 - (2) Eligible capital projects must have an estimated useful life of at least 18 years and may include non-recurring costs related to maintaining and operating traffic signals, including purchase of any of the following:
 - (i) Equipment upgrades.
 - (ii) new equipment for system expansion.
 - (iii) Land or rights to land or buildings.

Application period and deadlines.

- (a) Applications are to be electronically submitted during the open application period.
- (b) The open application period will be determined by the Department on an annual basis and published in the *Pennsylvania Bulletin*.
- (c) Only electronic applications received during the open application period are considered to meet the application deadline for a particular fiscal year.

Application submission procedure.

(a) Applications shall be filed electronically using the dotGrants web-based application or as otherwise determined by the Department.

(b) Applications shall be fully completed by the applicant upon submission and must include, among other criteria specified on the particular application:

- (1) Documentation from participating municipalities establishing that the lead municipality is authorized to submit an application on their behalf for a multi-municipal application submission.
- (2) Map that identifies the location(s) of traffic signals for which funding is requested.
- (3) Anticipated project implementation schedule with identified milestones and completion date (include all key project phases, if applicable).
- (4) Documentation of the availability of matching funds and any proposed in-kind services, maintenance agreement, or any other non-financial form of a proposed match.
- (5) Detailed cost estimate. All costs will be deemed estimates until the time a formal grant offer is made.
- (6) Documentation demonstrating the applicant project's capacity to provide the 50% local funds match, meet inspection requirements, standard contract provisions, and competitive bid requirements.
- (7) Documentation demonstrating the applicant project's ability to meet the selection criteria set forth below.

(c) The Department may reject an application which does not include the data required by the application, program policies or applicable laws or regulations.

Public records.

Submissions to the Department may be subject to the requirements of the Right-to-Know Law (65 P. S. §§ 67.101—67.3104) and exceptions thereto.

Selection process and criteria.

(a) The Department will evaluate each eligible project in terms of:

- (1) The project's effect on improving safety, enhancing mobility, reducing congestion and greenhouse gases.
- (2) How the project supports the regional transportation system consistent with goals of the Statewide Long-Range Transportation Plan, Municipal Comprehensive Plan, local

Department Engineering District, and representative metropolitan planning organization or rural planning organization.

- (3) Achieving a positive benefit/cost ratio.
 - (4) Leveraging available project funds.
 - (5) The applicant's ability to provide an effective level of maintenance and operations over the useful life of the improvements.
 - (6) Consistency with priority programs established by the Department, including but not limited to enhancing key freight corridors, transit corridors, and safety/mobility targets.
 - (7) Cooperation among municipalities in advancing multi-municipal projects and corridors.
- (b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.
- (1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.
 - (2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.
- (c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.
- (d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.
- (e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

Offer and acceptance.

- (a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct a debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RA-PDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

Project Kick-off Meeting and Field View

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

Standards, methods, techniques, designs and special conditions.

(a) The Department reserves the right to specify or make determination as to the standards, methods, techniques, design and dimensional criteria acceptable in projects funded by awards under this chapter.

(b) The design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details.

(c) Failure to meet special conditions, performance criteria or specifications may result in the withdrawal of the award, disqualification from future consideration for an award under this chapter or declaration of an award recipient to be in default of the terms of the agreement.

(d) Steel products used in a project funded by an award issued under this chapter must comply with the Steel Products Procurement Act (73 P. S. §§ 1881—1887).

Prevailing wage.

Projects funded by awards under this chapter are subject to prevailing wage requirements as required under the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1—165.17).

Audits and recordkeeping.

(a) General.

(1) An applicant receiving an award under this chapter shall keep records as the Department may prescribe, including records which facilitate an effective audit and fully disclose:

(i) The amount and disposition by the applicant of the award proceeds.

(ii) The total cost of the plan or program in connection for which the award is given or used.

(iii) The amount and nature of that portion of the cost of the plan or program supplied by other sources.

(2) The Department shall have access to books, documents, papers and records of the award recipient that are pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.

(3) An award recipient shall establish and maintain an adequate accounting record for an individual project which will allow the Department to determine the legitimacy of costs incurred for the project.

(4) The award recipient shall maintain effective control over and accountability for all funds, property and other assets. Applicants shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.

(5) A award recipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the distribution by the applicant whenever funds are advanced by the Department.

(6) The award recipient shall include a clause in any contract related to the award that allows Department access to the applicant's contractor's records for purposes of accounting and audit.

(b) *Retention of records.*

(1) An award recipient shall retain for 5 years after the date of the submission of the final Department payment documentary evidence such as invoices, cost estimates and negotiation documents regarding any items of project cost. These documents include the following:

(i) Monthly status updates.

(ii) Vendor's invoices.

(iii) Applicable purchase orders.

(iv) Plans.

(v) Inspection reports.

(vi) Final inspection report showing acceptance for the project.

(vii) A record of disposition or correction of unsatisfactory work.

(2) An award recipient shall retain for 5 years after the date of the submission of the final Department payment evidence of payments for items of project costs including the following:

(i) Vouchers.

(ii) Cancelled checks or warrants.

(iii) Receipts for cash payments.

(3) If audit findings have not been resolved, records shall be retained until the findings have been resolved.

Inspection.

(a) The Department or an agency of the Commonwealth, or both, or a person designated or authorized by the Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials regarding a project funded by an award issued under this chapter.

(b) An inspection ordered by the Department or conducted under this chapter may include the following:

(1) The reproduction and examination of records.

(2) The taking of samples applicable to evaluation or project quality control.

(3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for awards issued under this chapter.

Payment procedures.

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within 7 calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) A award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System (dotGrants), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Ten percent of each award payment will be withheld by the Department as retainage until final inspection and approval of the project by the Department.

(f) Payment requests may be made for projects in progress but are limited to one request per month.

(g) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at www.dot.state.pa.us/signals.

Liability; forfeiture of funds; repayment.

(a) If an award recipient fails to comply with the terms and conditions of an award issued under this chapter, the following conditions apply:

(1) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.

(2) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for issued under this chapter.

(b) An award recipient aggrieved by a decision of the Department under this section may take an appeal under 2 Pa.C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

Waiver.

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

(c) In the event of an emergency or other event deemed of critical concern to the Commonwealth, the Secretary may waive any, or all, of the requirements of this chapter otherwise not prohibited by law.



pennsylvania
DEPARTMENT OF TRANSPORTATION

May 31, 2016

Lee Mangan, Township Manager
Worcester Township
1721 Valley Forge Road
Worcester, PA 19490

Dear Mr. Mangan:

I am pleased to inform you that your application for Pennsylvania's 2015 Green Light-Go Program was approved. The Traffic Signal Maintenance Project will be awarded the requested amount of \$4,725.00, once the following steps have been completed and submitted in one package back to the Department:

- (1) **Acceptance Letter.** Provide a municipal letter stating acceptance of the grant award. If you wish to decline this grant, please notify the Department as soon as possible.
- (2) **Grant Agreement.** An Authorized Official, (as per your appropriate municipal code), must sign, date, and complete the attached Grant Agreement.
 - (a) **Resolution.** Provide a signature resolution that identifies the signature authority of the individual signing the Grant Agreement
- (3) **Funding Match.** Identify the source of the funding match and indicate how the funding can be obtained.

This Grant Agreement must be completed and the original copy returned no later than August 10, 2016 (sixty (60) days after the date of this grant offer). Once the original copy is received and processed, the Department will provide a grant award letter along with the fully executed grant agreement. By accepting the grant, the municipality agrees to the Terms and Conditions outlined in the Grant Application and on the Traffic Signal Portal: (<http://www.penndot.gov/signals>).

Your application is considered a PennDOT Project Element, which has the following project expectations:

- Project will be a Department Managed Project through the Engineering and Construction Management System (ECMS).
- 50% match commitment from local and/or private funds.

Thank you for your interest in the Commonwealth's transportation system and advancing the Green Light-Go Program. We look forward to seeing your project implemented. Should you have any questions, please contact Daniel Farley, Chief, Traffic Operations Deployment and Maintenance Section, at (717) 783-0333 or dfarley@pa.gov.

Sincerely,

Richard N. Roman, P.E., Director
Bureau of Maintenance and Operations

Green Light-Go Program Application
(2015)



(A) Contact Information

First Name

Lee

Last Name

Mangan

Job Title

Township Manager

Street Address

1721 Valley Forge Road

City

Worcester

State

PA

Zip Code

19490

Phone Number

610-584-1410

Alternative Phone Number

E-mail Address

manager@worcestertwp.com

County

Montgomery

Municipality

Worcester Township

(B) Project Summary

Project Title

Traffic Signal Maintenance

Project Type

Signal Maintenance

Description of Proposed Project

This project includes the annual maintenance of the traffic signals located along the state highways within Worcester Township.

(C) Project Location

Location Description

This project includes the 13 intersections, as shown on the attached project location map, which are all of the signalized intersections that are along state roadways within Worcester Township.

Attach copy of project location map

Site Map.pdf

Please Indicate

- Single Municipality
- Lead Municipality (multi-municipal application)

How many participating municipalities in total?

(1) Participating Municipality

(2) Participating Municipality

(3) Participating Municipality

Attach copy of municipal letter(s) of project support

Attention: If all traffic signals specified below are located on designated corridors only, it will be the responsibility of the municipality to manage the project. If one or more traffic signals specified within this application are located on critical corridors, it will be the responsibility of PennDOT to manage the project.

How many traffic signals associated to the project?

13

To located the unique "Map Key #" for each traffic signal, refer to one of the following resources: [Interactive GIS Map](#) or [Traffic Signal Corridor Identification List \(.xlsx\)](#)

If unable to find the traffic signal "Map Key #", contact us via e-mail: RA-PDSIGNALFUNDING@pa.gov.

Map Key #

46226265

Critical Corridor ?

Yes

Intersection Description

Skippack Pike (SR 73) and Valley Forge Road

(SR 363)

462261263

Yes

Valley Forge Road/Park Avenue (SR 363) and Germantown Pike

462261298

Yes

Whitehall Road (SR 3006) and Township Line Road (SR 3001)

462261454

Yes

Valley Forge Road (SR 363) and Morris Road (Sr 2001)

462261703

Yes

Morris Road (SR 2001) and West Point Pike

462261767

Yes

Skippack Pike (SR 73) and North Wales Road

462262006

Yes

Township Line Road (SR 3001) and North Wales Road

462262164

Yes

Valley Forge Road (SR 363) and Township Line Road (3001)

462262204

Yes

Morris Road (SR 2001) and Reserve at Gwynedd

462262291

Yes

Skipack Pike (SR 73) and Bethel Road (SR 3006)

462262292

Yes

Skipack Pike (SR 73) and Whitehall Road (SR 3006)

462262410

Yes

Skippack Pike (SR 73) and Berks Road (SR 3004)

462262749

Yes

Skippack Pike (SR 73) and Bustard Road (SR 1002)

(D) Project Justification

Description of existing problem(s) to be addressed

The existing problem that this project will address would be to assist the Township in funding the ongoing preventive maintenance and response maintenance for the traffic signals within the boundaries of Worcester Township. This is an ongoing process that will keep the traffic signal equipment on the street operating as needed to serve the dual purpose of extending the life of the equipment and keeping the motoring public safe.

Description of anticipated project benefits

The benefits from this project will be the ability to keep the existing traffic signals functioning in their most optimal conditions and in accordance with their permitted plans. With this grant to assist in funding the maintenance plan, The Township will be able to utilize its current resources for other transportation related improvements that have been typically applied to the traffic signal maintenance.

How does the proposed project impact the region

By following a preventive maintenance schedule, the severity and frequency of response maintenance calls can be significantly reduced. This saves the Township money allowing them to apply it toward other traffic improvements in the township and also ensures that the existing signals are operating as needed to maintain traffic flow throughout the township. Since several critical corridors run through the Township, any disruption in traffic flow can be significant. These corridors carry significant regional traffic volumes through the Township.

Describe the proposed project's consistency with any regional (MPO/RPO), county, local plans, official maps, etc.

The project is in conformance with PennDOT Publication 191 for the operation and maintenance of traffic signals within the state of Pennsylvania. Additionally, maintaining traffic signal operation as efficiently as possible is a goal of both DVRPC and Worcester Township in order to improve traffic flow to the extent possible.

Describe the proposed maintenance and operations plan

The Township has an existing maintenance contract in place with a signal contractor, which follows PennDOT publication 191. This contract includes bi-annual inspections of each traffic signal. These traffic signals will continue to be owned by Worcester Township.

Attach copy of maintenance and operations plan

worcester glg maintenance.pdf

(E) Project Funding

Estimated Project Cost(s) by Activity:

	Funding Requested	Municipal Match
Preliminary Engineering Cost	<input type="text"/>	<input type="text"/>
Final Design Cost	<input type="text"/>	<input type="text"/>
Utilities Cost	<input type="text"/>	<input type="text"/>
Right-of-Way Cost	<input type="text"/>	<input type="text"/>
Construction Cost	\$4,725.00	\$4,725.00

Total Funding Requested	Total Municipal Match	Percent Match
\$4,725.00	\$4,725.00	50%

Total Estimated Project Cost

\$9,450.00

Attach copy of cost estimate and detailed project schedule

worcester GLG maintenance cost.pdf;
Worcester GLG maintenance schedule.pdf

Indicate source(s) of funding and provide the appropriate document for Municipal Cost Match

Liquid Fuels Funds (County)

Attach copy of MS-991

Liquid Fuels Funds (Municipality)

Attach copy of MS-965

General Fund Distribution

Attach copy of Municipal Letter

Notarized Green Light Go Program Action.pdf;
Green Light Go Maintenance Letter.pdf

Financed (PIB, bond, etc.)

Attach copy Commitment Letter

Act 209 - Municipal Transportation Impact Fees

Attach copy of Commitment Letter

In-Kind Services

Attach copy of Municipal Letter

Developer Contribution

Attach copy of Commitment Letter

Private Funds

Attach copy of Commitment Letter

Other

Please explain:

Attach copy of Municipal Letter

Terms & Conditions

[Click Here to view the Terms & Conditions](#)

I agree to these Terms & Conditions as the applicant.

Verba Summary

doi Grants U.S. Department of the Interior

Grant Title: [REDACTED]

Agency: [REDACTED]

Project Title: [REDACTED]

Project Number: [REDACTED]

Project Start Date: [REDACTED]

Project End Date: [REDACTED]

Project Status: [REDACTED]

Project Description: [REDACTED]

Project Objectives: [REDACTED]

Project Location: [REDACTED]

Project Contact: [REDACTED]

Project Budget: [REDACTED]

Project Funding: [REDACTED]

Project Evaluation: [REDACTED]

Project Reporting: [REDACTED]

Project Compliance: [REDACTED]

Project Other: [REDACTED]



REG-EN-2018-2100-10F

ANEXO 1
CANTON
PROVINCIA
MUNICIPIO

SECRETARÍA DE ECONOMÍA

Grants

AGENCY USE ONLY

DATE

AMOUNT

BY

FOR

[Redacted line]

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit F

February 24, 2015

- 6.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 7.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 8.** The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit G

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit G

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offer or, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result

of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



**REVISED PROPOSAL TO PERFORM
VERIZON CABLE FRANCHISE RENEWAL SERVICES**

submitted to the

MONTGOMERY COUNTY CONSORTIUM

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

June 13, 2016

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I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a revised proposal for legal services to assist the applicable municipalities of the Montgomery County Consortium (“Consortium”) in a cable compliance review and franchise renewal negotiations with Verizon of Pennsylvania, Inc. (“Verizon”). The franchise agreements between the Consortium municipalities and Verizon will be expiring soon. As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for the municipalities to obtain significant benefits and to assert their legal rights with their cable company.

We anticipate that the renewal negotiations with Verizon will be more challenging than the last Verizon negotiations. When we negotiated the current agreements on behalf of the Consortium in 2005-2006, Verizon was just entering the cable television market and needed to obtain franchises from the municipalities to begin offering cable service. Now that Verizon is entrenched in the cable market with a solid subscriber base, we expect the company to take a more confrontational approach to renewal negotiations. Performing a cable compliance review and identifying non-compliance issues will help provide the Consortium with more leverage in these renewal negotiations.

There have also been dramatic changes in video technology since the inception of the current franchise agreements, including enhanced digital technology, increased high definition, expansion of video-on-demand, and internet-based video programming (sometimes referred to as video streaming or “over-the-top” technology). There have also been major changes in both Verizon’s cable operations and the level of priority the company now gives to municipalities. Finally, there have been changes in federal law and regulations applicable to cable franchising.

Given that the Consortium municipalities are now eligible for renewal, we recommend that

they do the following: 1) perform a cable compliance review to determine whether the cable operator has complied with its obligations under the current agreement; and 2) negotiate a new agreement that addresses the changes since the last franchise and secures maximum benefits for Consortium municipalities. Our law firm had the privilege of assisting the Consortium in its last franchise negotiations with Verizon and would appreciate the opportunity to do so again.

Municipal officials have three critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, municipal officials are effectively the landlords of their cable company. The cable company utilizes the municipality's public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled to a fair return for the cable company's use of those public properties. This includes both financial and non-financial benefits for the municipality.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best services from the cable operator today, but also doing everything possible to prepare for the future. The field of telecommunications is changing so rapidly that it is difficult to predict with certainty the technologies that will be offered in the future. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

Third and finally, municipal officials are consumers of telecommunications services in all three forms – television, internet, and telephone. From internet access at the Municipal Building to television service at the Fire Station, municipalities use a wide range of telecommunications services. They are entitled, therefore, to the most efficient, state-of-the-art services at the best possible prices.

CLG is uniquely qualified to represent the Consortium in cable franchise renewal negotiations. For over 18 years, our firm has specialized in cable franchise matters on behalf of

municipalities, and our attorneys have negotiated many more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over four hundred (400) municipalities in six states negotiations with their cable companies. Our firm has also negotiated numerous agreements with Verizon. We know Verizon's corporate policies and we know their negotiating tactics.

The principal of the firm is Dan Cohen. Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. As a member of the Pittsburgh City Council from 1990 to 2002, Mr. Cohen has first hand knowledge of the challenges and opportunities confronting municipal governments. With twelve years' experience in municipal government, he understands the practical needs and the financial constraints facing municipal officials. In addition, the Cohen Law Group includes attorney Phil Fraga, attorney Stacy Browdie, attorney Natausha Horton, law clerk Mike Roberts, and administrative assistant Akila Iyer.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is identifying the client's specific needs. Since these needs often become better defined as the negotiation progresses, our attorneys maintain flexibility throughout the process to achieve a cable franchise agreement that accomplishes the client's specific goals. Second, our attorneys negotiate firmly and deliberately in order to reach agreement in a timely fashion. Our franchise agreements achieve maximum benefits for our clients. Finally, our attorneys work efficiently in a manner that is cost effective for our clients. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

1. **Franchise Fee Revenue:** Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from their municipality. The central subject of negotiation with the cable operator is the specific revenue sources to be included in the definition of "gross revenues". CLG has developed a comprehensive list of cable operator revenue sources to which municipalities may apply the franchise fee. Currently numbering 26 revenue sources, the list is expanded regularly depending on the increasing number of fees being charged by the cable operator. While the definition of "gross revenues" in the Consortium's current agreements was comprehensive in 2006, Verizon now charges additional fees that should be added to the definition of "gross revenues" in the new agreement.

2. **Franchise Fee Accountability:** In addition to franchise fee revenue, it is also essential for municipalities to require franchise fee protection and accountability. In a franchise agreement, these include detailed franchise fee verification reports, the right to conduct comprehensive franchise fee audits with penalties for underpayments, as well as new protections against franchise fee reduction due to bundled service packages (also referred to as the "triple play" of television, internet, and phone services).

3. **Cash Franchise Grant:** In addition to franchise fee revenue, we will attempt to negotiate for cash franchise grants from Verizon. The availability, amount, and distribution schedule of such grants depend upon the give-and-take of the cable franchise negotiations. Our firm was able

to secure a cash grant from Verizon for each of the participating municipalities in the last negotiation and it will be our goal to obtain a greater grant in this renewal.

4. **Free Services:** It is common in a franchise agreement for cable companies to agree to provide complimentary cable television and/or internet services to community facilities. The types and amount of free services are different for different cable operators. The major subjects of negotiation are the number of community facilities (including municipal buildings, public and private schools, and public libraries) that obtain the service, and the type and level of service obtained.

5. **Cable System Upgrade:** Depending on technical features of the current cable systems serving the Consortium, it may wish to negotiate a time frame for an upgrade or rebuild of the cable system. It is important to know the specifications of the cable system and whether or not it is technologically current. Even if the system is technologically current, it is important to include the technical specifications of the system in the franchise renewal agreement.

6. **Customer Service Standards:** In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must adhere. It is important to include comprehensive and enforceable standards, including but not limited to, telephone answering time limits for customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, time limits for cable technicians to arrive at your home, a prohibition against the premature application of late fees, and rules respecting subscriber privacy.

7. **Public, Educational and Governmental (PEG) Channels:** Municipalities have a legal right under federal law to dedicated channel space for public, educational and governmental ("PEG") programming. The PEG Channels may be used to inform citizens by broadcasting public safety alerts, announcements regarding local government activities, public meetings and/or community, educational and athletic programs. For municipalities that currently operate PEG

Channels or wish to activate them in the future, we will include protections regarding the municipality's control over the channel(s), distribution of PEG signals to all customers, installation of return lines, technical quality of the channel(s), and other related requirements.

8. Reporting Requirements: It can be helpful for municipalities to obtain periodic information from the cable operator related to financial and customer service issues. A franchise agreement may require the cable operator to provide written reports to the municipality on such matters as franchise fee verification, customer complaints, construction activity in the public rights-of-way, and the cable company's financial condition.

9. Legal Protections of the Rights-of-Way: Because cable companies place wires and equipment in the public rights-of-way, it is critical that a cable franchise agreement include legal protections for any damages or injuries that may occur. These protections include safety standards for construction and installation, requirements for repair and restoration of property damage, emergency removal of equipment, indemnification of the municipality, and full insurance coverage.

10. Enforcement: Once the cable operator agrees in a franchise agreement to provide certain benefits, the Consortium municipalities must be able to enforce these obligations. It is essential to include strict and practical enforcement tools to ensure the company's faithful performance of its obligations under the agreement. These tools may include, but are not limited to, monetary fines on a daily basis, a substantial performance bond, and the right to revoke the franchise in extreme circumstances.

11. Length of Term: Because telecommunications technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement. On the other hand, cable companies typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the municipalities of the Consortium in cable franchise renewal with Verizon.

A. Preliminary Setting of Priorities

We will arrange an initial client meeting with municipal officials from all participating municipalities. During the meeting, we will describe the cable franchise process, including both the formal and informal processes prescribed by Section 626 of the federal Cable Act, 47 U.S.C. §546. We will also advise the officials regarding their legal rights, including the substantive areas in which the Consortium municipalities have legal authority over the cable operator and those areas in which their legal authority is limited. In addition, we will outline the potential financial and non-financial benefits available to the municipalities as well as solicit the concerns and needs of the officials with respect to the cable operator.

In addition, we will provide the Consortium municipalities with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen input. We will also advise the municipalities with respect to any other legal and regulatory requirements pertaining to franchise renewal.

During this preliminary phase, we recommend that the municipalities perform a cable compliance review to determine whether Verizon has complied with its obligations under the current agreements. The current Verizon agreements contain numerous financial, legal, and technical obligations and vest the municipalities with the power to enforce these obligations. Franchise renewal is the single best time to perform such a review, because, if violations are discovered, the Consortium has more leverage to address and resolve them in the context of cable franchise renewal

and a better chance of obtaining more benefits in the renewal agreement. The scope of services for a cable compliance review is discussed in more detail below.

B. Cable Compliance Review

The federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable operator's past performance and identify their future cable-related community needs. A cable compliance review is a key component of assessing the cable operator's past performance. It is the best method to hold the operator accountable for requirements set forth in the agreement and to ensure that any violations are corrected. A compliance review will also increase the municipalities' leverage in franchise renewal negotiations.

CLG has extensive experience in performing cable compliance reviews on behalf of municipalities throughout Pennsylvania. We often find cable operator violations on a variety of issues ranging from build-out requirements to franchise fee underpayments to customer service violations. The major obligations that will be investigated through a cable compliance review include the following:

- 1. Cable System Build-Out and Service to Unserved Areas:** The Verizon agreements with Consortium municipalities include a requirement that the entire geographical area of the municipality be built out for FiOS cable service, subject to certain density requirements, within specified time frames. Typically, there are two deadlines—an initial service area deadline and an extended service area deadline. The agreements further include liquidated damages (pre-determined monetary fines) if such construction has not occurred in a timely fashion. We will investigate whether Verizon has complied with this requirement and, if not, recommend enforcement measures.

2. Accurate Payment of Franchise Fees: The Consortium agreements include the requirement that Verizon apply the franchise fee percentage to 21 separate revenue sources (there are now, 10 years later, approximately 27 eligible revenue sources). We will investigate whether Verizon has accurately paid franchise fees to each municipality, including: 1) whether the company included all revenue sources (and sub-sources) in the computation of franchise fees; 2) whether it included both subscriber based and non-subscriber based sources; 3) whether it correctly allocated revenues from “triple play” revenue sources (encompassing cable, internet, and phone revenues); and 4) related franchise fee computation issues. Over the past 3 years, our law firm has performed over 100 franchise fee reviews and has found cable operator underpayments in 73% of them.

3. Accurate Payment of Cash Franchise Grants: Verizon committed to pay franchise grants to the participating municipalities in two installments—typically one in the 5th year of the franchise term and one in the 10th year of the franchise term. We will investigate whether Verizon has paid the grants on or before these due dates and whether the payment amounts were correct. We expect the upcoming negotiations to take a different approach to franchise grants.

4. Adherence to Customer Service Standards: The current Verizon agreement includes numerous customer service standards covering eight pages of the agreement. These include, but are not limited to, telephone answering time limits for customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, time limits for cable technicians to arrive at your home, and a prohibition against the premature application of late fees. We will investigate whether Verizon has complied with these customer service standards, including identifying and collecting customer service complaints from the municipalities and determining whether Verizon adequately resolved the complaints.

5. Provision of Free Services to Community Facilities: The current agreements include a requirement that Verizon provide complimentary cable services to municipal buildings, fire stations, schools, and public libraries, subject to setback requirements. They also include a list of eligible facilities in Exhibits A of the agreements. By obtaining information from Verizon and the municipalities, we will determine whether these complimentary services are being provided to all eligible facilities and, if not, which facilities need to be connected.

6. Satisfaction of Reporting Requirements: The Consortium agreements include several Verizon reporting requirements, including, in addition to franchise fee reports, reports regarding customer complaints, service outages, service calls, installations/reconnections, and service area maps. We will obtain this reporting information, review the findings, and determine whether there are non-compliance issues and whether the findings require specific provisions in the franchise renewal agreement.

7. Insurance, Indemnification, and Performance Bond Requirements: The Consortium agreements with Verizon include multiple insurance coverage, indemnification, and performance bond requirements. We will obtain information from Verizon confirming whether it has satisfied the insurance and performance bond requirements and whether it properly indemnified any applicable municipalities.

8. Educational and Governmental (EG) Channel Requirements: The Verizon agreements include multiple EG Channel requirements, including dedication of educational and governmental channels, interconnection of the Verizon system with the incumbent cable system, etc. For those municipalities and/or school districts that have activated channels, we will investigate whether Verizon has complied with these requirements. This portion of the compliance review will also give us an opportunity to investigate the future EG needs of the applicable municipalities.

The first step in the compliance review process will be to draft a Request for Information and Documents (“RFID”) to Verizon for all relevant information and documents pertaining to the areas of inquiry outlined above. We will request five years’ worth of compliance documentation, since that is the amount of time Verizon is required to maintain its records. We will also draft a separate compliance questionnaire to submit to the municipalities. Verizon will demand a non-disclosure agreement (“NDA”), which we will negotiate, prior to providing information and documents.

Based on past compliance reviews we have conducted, we will not receive all of the requested information in Verizon’s first round of responses to the RFID. It typically requires two or three rounds of requests to obtain all the relevant information, as well as clarification of initial responses. We also expect that we will need to follow up with certain municipalities to obtain their questionnaire responses. We will carefully and systematically review the information received and ascertain Verizon’s level of compliance with its obligations. We will identify any potential areas of non-compliance, as well as inconsistencies between the responses provided by the municipalities and the cable operator. We will then determine whether Verizon has committed specific, measurable and enforceable violations. If so, we will decide on the best course of action to enforce each violation, including possible penalties.

Finally, we will draft a compliance report containing a description of our investigation and an itemization of our findings. The report will include an introduction, procedural history, areas of inquiry, results of inquiry, specific recommendations, and conclusion. It will detail any and all areas of non-compliance and will reference the applicable sections in the Agreement. With respect to any areas of non-compliance, we will recommend a specific course of action to enforce the non-compliance, including possible penalties.

C. Drafting of Proposed Agreement

After the setting of priorities stage and the cable compliance review is completed, our attorneys will draft a proposed master franchise agreement with Verizon that provides the Consortium municipalities with all of the benefits and legal protections to which they are entitled under current law and current technology. The agreement will include the results of the setting of priorities and cable compliance review stages discussed above, as well as our judgment as to the legal provisions that would advance the Consortium's interests and meet the municipalities' future cable-related needs. We will then submit the draft agreement to each municipality for informal review and comment. Any suggested changes will be incorporated into the agreement and the proposed agreement will be presented to representatives of Verizon.

D. Negotiation with Cable Operator

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Verizon. CLG has negotiated hundreds of agreements with Verizon on behalf of Pennsylvania municipalities. We know Verizon's company's policies and its negotiating tactics. The working document for these negotiations will be the draft franchise agreement informally approved by the clients. We will preserve the Consortium's legal rights under the formal process, but negotiate with Verizon under the informal process outlined in the federal Cable Act.

We anticipate that the renewal negotiations with Verizon will be more challenging than the last Verizon negotiations. When we negotiated the current agreements in 2005-06, Verizon was entering the cable television market and needed to obtain franchises from the municipalities in to begin offering cable service. Now that Verizon is entrenched in the cable market, we expect the company to take a more confrontational approach to renewal negotiations. That being said, this time we will most likely have non-compliance issues resulting from the cable compliance review which

will be helpful in the negotiations. We are confident that we will be able to negotiate strong renewal agreements with Verizon.

The negotiation typically consists of at least two face-to-face negotiation sessions with representatives of the cable operator, multiple conference call negotiations, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the master agreement. We will then proceed to customize the master agreement to each individual municipality, including substantive provisions requested by each of the municipalities.

E. Consideration by the Municipal Governing Bodies

After tentative agreement with Verizon has been reached, CLG will report to each municipality on the substantive provisions of the deal. Specifically, we will present each participating municipality with its final customized franchise agreement (and any side agreements) negotiated by the parties and recommended by CLG. We will also draft an executive summary of the major provisions of the final agreement. Finally, we will draft a customized short-form ordinance authorizing approval of the agreement for consideration by each Township Board and Borough Council.

Given the amount of work involved in the cable compliance review, the challenges inherent in obtaining information and documents from Verizon, the anticipated time frame for negotiating a master renewal agreement with Verizon, and the fact that the current agreements expire in 2018, we **expect that this entire project will take approximately two years in duration.**

IV. PROFESSIONAL BACKGROUND

The Cohen Law Group specializes in representing municipalities in cable and telecommunications matters. Collectively, our attorneys have worked on cable and telecommunications issues on behalf of municipalities for fifty (50) years. CLG has represented over four hundred (400) municipal clients in six states in negotiations with cable companies and telecommunications providers.

Our firm has negotiated with major national companies as well as smaller regional companies to obtain benefits for our clients. We have also negotiated many agreements with Verizon.

CLG's full array of legal services to municipal clients include the following:

- Drafting cable franchise agreements
- Review of current and proposed franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Drafting of right-of-way ordinances and development of right-of-way fees
- Right-of-way management and enforcement
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies
- Transfer or sale of franchise ownership or control
- Cable compliance reviews
- Evaluation of public, education and governmental ("PEG") channels
- Identification and marketing of municipality's vertical assets to wireless firms
- Development of wireless facilities ordinances
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable and telecommunications law. Dan Cohen has written articles on cable franchising and telecommunication matters that have been published in *Public Management Magazine*, *Government Procurement Magazine*, *Pennsylvania Township News* and *Pennsylvania Borough News*. He is also a frequent speaker at regional and national municipal conferences.

In addition to providing professional counsel to municipalities on cable and telecommunications matters, Mr. Cohen served as an elected municipal official for twelve (12) years. He served on the Pittsburgh City Council from 1990 to 2002. As a result, he has first hand knowledge of the challenges and opportunities confronting municipal governments. Mr. Cohen served as Chair of City Council's Cable Television Committee for ten years and also served on the Mayor's Telecommunications Committee. Mr. Cohen led Pittsburgh's efforts to regulate cable rates in the early 1990's. Those efforts resulted in a refund ordered by the Federal Communications Commission for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

Attorney Phil Fraga brings significant private sector experience to his role in serving as outside counsel to municipalities. Mr. Fraga served as assistant general counsel to a major cable company and was counsel to two telecommunications companies prior to joining the firm in January of 2006. His industry experience and his understanding of the operations of cable and telecommunications providers have proven invaluable for our clients. Mr. Fraga has negotiated hundreds of cable franchise agreements with cable providers. Mr. Fraga has undergraduate degrees from Bethany College (finance) and Carlow College (accounting), an MBA from the University of Steubenville, and a law degree from the Duquesne University School of Law.

Attorney Natausha Horton served as a Law Clerk to the Pennsylvania Supreme Court prior to starting with the Cohen Law Group. Ms. Horton also served as the Law Clerk for the Chapter 13 Bankruptcy Trustee for the Western District of Pennsylvania. There she worked with debtors and creditors to establish bankruptcy repayment plans and monitored the accounting and computation of such payments to the Trustee. At CLG, Ms. Horton has concentrated primarily on franchise fee audits, cable franchise negotiations, and wireless facilities negotiations. She graduated *summa cum*

laude from the University of Pittsburgh and received her law degree at the University of Pittsburgh School of Law.

Attorney Stacy Browdie has been an integral part of the firm since its inception. She has many years of experience working with municipalities in cable and telecommunications matters. While adept in many areas of the firm's practice, Ms. Browdie concentrates primarily in cable franchise agreements, franchise fee audits, right-of-way management and PEG channels. Ms. Browdie also oversees the business management of the firm. She graduated from the University of Pennsylvania and from the University of Pittsburgh School of Law.

V. COST OF SERVICES

The following represents CLG's cost of services to perform cable compliance review and cable franchise renewal services. We propose to perform these services on a flat fee basis, because our significant experience in performing cable compliance reviews and in negotiating cable franchise agreements lends predictability to our efforts on behalf of the Consortium. In addition, a flat fee provides "price certainty" to the municipalities.

As shown below, we are offering our services to the Consortium at a discounted rate depending on the population of each municipality and the number of municipalities that participate. We offer these discounts because there are economies of scale in representing a multi-municipal group and because the Consortium is a returning client to our firm. The following shows our standard flat fees followed by the discounted fees being offered to the Consortium.

**FLAT FEE PRICE SCHEDULE FOR CABLE COMPLIANCE REVIEW AND
FRANCHISE RENEWAL NEGOTIATIONS WITH VERIZON***

Standard Single Municipality Fees (by population prior to discount)

1-6,000	\$6,500
6,001-15,000	\$7,500
15,001-20,000	\$8,500
20,001-30,000	\$9,500
30,001+	\$10,500

Consortium Discounted Fees (based on population and the number of participating municipalities)

2-10 Municipalities - 10% Discount from the fees shown above based on population

1-6,000	\$5,850
6,001-15,000	\$6,750
15,001-20,000	\$7,650
20,001-30,000	\$8,550
30,001+	\$9,450

11-20 Municipalities – 15% Discount from the fees shown above based on population

1-6,000	\$5,525
6,001-15,000	\$6,375
15,001-20,000	\$7,225
20,001-30,000	\$8,075
30,001+	\$8,925

21-30 Municipalities – 25% Discount from the fees shown above based on population

1-6,000	\$4,875
6,001-15,000	\$5,625
15,001-20,000	\$6,375
20,001-30,000	\$7,125
30,001+	\$7,875

30+ Municipalities - 30% Discount from the fees shown above based on population

1-6,000	\$4,550
6,001-15,000	\$5,250
15,001-20,000	\$5,950
20,001-30,000	\$6,650
30,001+	\$7,350

*For those municipalities in which their current Verizon franchise agreements do not expire for several years, but that still wish to participate in the cable compliance review, the fee for the cable compliance review portion of the project is 50% of the applicable fee above. A municipality that participates only in the cable compliance review portion will be counted as 50% of a municipality for purposes of counting the number of municipalities for the discount categories above.

The flat fees above do not include the unlikely possibility of extraordinary services outside the scope of services contained in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the affected municipalities to discuss such developments prior to rendering services related to them. If such services are authorized, CLG would charge a fee of \$225 per hour, including travel time. Finally, the flat fee above does not include expenses, such as any travel, postage and copying expenses, which are kept to a minimum and divided among all participating municipalities.

Please note that our normal billing policy is to bill one-third of the fee at the commencement of the project, one-third at the middle of the project, and one-third at the conclusion of the project. **We expect this project to take approximately two years in duration.** Thank you for the opportunity to submit this proposal.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Worcester Township	:	SEWAGE
Valley Green STP – Berwick Place STP	:	Violation of Clean Streams Law
Worcester Township	:	
Montgomery County	:	

CONSENT ASSESSMENT OF CIVIL PENALTY

This Consent Assessment of Civil Penalty (“CACP”) is entered into this ___ day of _____ 2016, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), and Worcester Township (“Worcester”).

The Department has found and determined the following:

A. The Department is the agency with the authority to administer and enforce the Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1 et seq. (“Clean Streams Law”), and the Rules and Regulations promulgated thereunder.

B. Worcester Township has business offices at 1721 Valley Forge Road, P. O. Box 767, Worcester PA 19490. Worcester is considered a Pennsylvania “municipality,” as that term is defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1.

C. Worcester owns and operates the sewage treatment plant Berwick Place STP (“Berwick”), located at E. Mt. Kirk Road, Worcester, PA, 19490. Worcester also owns and operates the sewage treatment plant Valley Green STP (“Valley Green”); located at the intersection of Valley Forge Road and Defford Roads, Worcester PA 19490 (Berwick and Valley Green are referred to herein as the “Plants”).

D. On October 13, 2011, the Department issued NPDES Permit No. PA0055671 to Worcester authorizing discharges from Berwick and establishing effluent limits for those discharges under the terms and conditions of the NPDES Permit to an Unnamed Tributary to the Skipack Creek, a “water of the Commonwealth” as defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1. On July 17, 2013, the Department issued NPDES Permit No. PA0050393 to Worcester authorizing

discharges from Valley Green under the terms and conditions of the NPDES Permit to Zacharias Creek , a “water of the Commonwealth” as defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1 (Permit Nos., PA0055671 and PA0050393 are referred to herein as the “Permit “Permits”).

E. Discharge Monitoring Reports (DMRs) submitted by Worcester for the Plants pursuant to the Permits revealed effluent limitation violations as detailed in Attachment A.

F. Worcester owns and operates the sanitary sewage collection system in Worcester Township.

G. Worcester experienced Sanitary Sewer Overflows (“SSOs”) on the following dates in its collection system:

- September 8, 2011;
- November 29, 2012;
- May 3, 2013;
- May 23, 2013;
- June 4, 2013;
- June 14, 2013;
- July 26, 2013(at two separate locations on this date);
- February 7, 2014; and
- February 22, 2016

H. Valley Green experienced an overflow from the Digester on January 13, 2013, and from the Sand Filter on January 28, 2013.

I. Department inspections conducted on November 17, 2012 revealed that an uncertified operator was making process control decisions without adequate Standard Operating Procedures (“SOP”s) in place. The inspections also revealed improper operation and maintenance of the Plants.

J. Sections 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202, prohibit the discharge of sewage into waters of the Commonwealth, except as provided under the Clean Streams Law and the Rules and Regulations of the Department.

K. Section 401 of the Clean Streams Law, 35 P.S. § 691.401, prohibits the discharge of any polluting substance into waters of the Commonwealth resulting in pollution.

L. The discharges of sewage into waters of the Commonwealth by Worcester, as described in paragraphs E, G and H herein, were not authorized by permit or regulation and thereby constitute violations of §§ 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202.

M. The discharges of sewage into waters of the Commonwealth by Worcester, as described in paragraphs E, G and H, herein, caused pollution and thereby constitute violations of Section 401 of the Clean Streams Law, 35 P.S. § 691.401.

N. Section 91.33(a) of the Department's Rules and Regulations, 25 Pa. Code § 91.33(a), states that "[i]f, because of an accident or other activity or incident, a toxic or taste and odor-producing substance or another substance, which would endanger downstream users of the waters of this Commonwealth, would otherwise result in pollution or create a danger of pollution of the waters, or would damage property, is discharged into these waters including sewers, drains, ditches or other channels of conveyance into the waters or is so placed that it might discharge, flow, be washed or fall into them, it shall be the responsibility of the person or municipality at the time in charge of the substance or owning or in possession of the premises, facility, vehicle or vessel from or on which the substance is discharged or placed to forthwith notify the Department by telephone of the location and nature of the danger and, if reasonably possible to do so, to notify downstream users of the waters."

O. Worcester's failures to immediately report the SSOs listed in paragraph G herein constitute violations of 25 Pa. Code Section 91.33(a).

P. Section 91.34(a) of the Department's Rules and Regulations, 25 Pa. Code § 91.34(a), states: "Persons engaged in an activity which includes the impoundment, production, processing, transportation, storage, use, application or disposal of pollutants shall take necessary measures to prevent the substances from directly or indirectly reaching waters of this Commonwealth, through accident, carelessness, maliciousness, hazards of weather or from another cause."

Q. Worcester's failures to take appropriate measures to prevent the release of a polluting substance from being released to waters of the Commonwealth constitute violations of 25 Pa. Code §91.34(a).

R. Section 402(b) of the Clean Streams Law, 35 P.S. § 691.402(b), states: "Whenever a permit is required by rules and regulations issued pursuant to this section, it shall be unlawful for a person or municipality to conduct the activity regulated except pursuant to a permit issued by the department. Conducting such activity without a permit, or contrary to the terms or conditions of a permit or conducting an activity contrary to the rules and regulations of the department or conducting an activity contrary to an order issued by the department, is hereby declared to be a nuisance."

S. Part B, Section I, Paragraph D of the Permits states "The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control..."

T. Worcester's failures to properly operate and maintain treatment units as described in Paragraphs H and I herein, constitute violations of the Permits and of Section 402(b) of the Clean Streams Law, 35 P.S. § 691.402(b).

U. Section 13(e)(3) of the Water and Wastewater Systems Operator Certification Act, 63 P.S. §1013(e)(3), requires that an operator of a wastewater system provide for the suitable operation of the wastewater system utilizing available resources to comply with all applicable laws, rules and regulations and permit conditions or requirements.

V. The facts described in paragraph I demonstrate that Worcester failed to provide for the proper operation of the wastewater system, which constitutes a violation of Section 13(e)(3) of the Water and Wastewater Systems Operators' Certification Act 63 P.S. §1013(e)(3).

W. The violations described in paragraphs L, M, O, Q and S constitute unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611; and subject Worcester to a claim for civil penalties under Section 605 of the Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this CACP and upon mutual exchange of the covenants herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby **ASSESSED** by the Department and **AGREED** to by Worcester as follows:

1. **Assessment.** In resolution of the Department's claim for civil penalties, which the Department is authorized to pursue under Section 605 of the Clean Streams Law, 35 P.S. § 691.605, the Department hereby, assesses a civil penalty of **TWENTY TWO THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$22,575)**, which Worcester hereby agrees to pay.

2. **Civil Penalty Settlement.** Upon signing this CACP, Worcester shall pay the civil penalty assessed in paragraph 1.a. The payment is in settlement of the Department's claim for civil penalties for the violations set forth in paragraphs L, M, O, Q, T and V, above, for the dates set forth in paragraph E, G, H, and I, above. The payment of **\$22,575** shall be by corporate check or the like, made payable to "The Commonwealth of Pennsylvania, Clean Water Fund" and shall be sent to:

Mr. Steve Flannery
Compliance Specialist
PA Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401

3. **Findings.**

(a) Worcester agrees that the findings in paragraphs A through W are true and correct and, in any matter or proceeding involving Worcester and the Department, Worcester shall not challenge the accuracy or validity of these findings.

(b) The parties do not authorize any other persons to use the findings in this CACP in any matter or proceeding.

4. **Reservation of Rights.** The Department reserves all other rights with respect to any matter addressed by this CACP, including the right to require abatement of any conditions resulting from the events described in the Findings. Worcester reserves the right to challenge any action which the Department may take, but waives the right to challenge the content or validity of this CACP.

IN WITNESS WHEREOF, the parties have caused this CACP to be executed by their duly authorized representatives. The undersigned representatives of Worcester certify, under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this CACP on behalf of Worcester; that Worcester consents to the entry of this CACP as an **ASSESSMENT** of the Department; that Worcester hereby knowingly waives any right to a hearing under the statutes referenced in this CACP and that Worcester knowingly waives his right to appeal this CACP, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law.

FOR WORCESTER TOWNSHIP:

**FOR THE COMMONWEALTH OF
PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION:**

Name:

Jenifer Fields, P.E.
Regional Manager
Water Management

Title:

Name:

William H. Gelles
Supervisory Counsel
Office of Chief Counsel

Title:

Re 30

ATTACHMENT A

Permit No.	Facility	Violation Date	Parameter Name	SBC	Permit Limit	Result
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2013	Nitrate-Nitrite as N	Weekly Average	15	18
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2012	Nitrate-Nitrite as N	Weekly Average	15	21
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2011	Ammonia-Nitrogen	Weekly Average	4.5	5.88
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2011	Nitrate-Nitrite as N	Average Monthly	10	14.9
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2011	Nitrate-Nitrite as N	Average Monthly	12.5	13
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2011	Nitrate-Nitrite as N	Weekly Average	15	24.2
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2011	Nitrate-Nitrite as N	Weekly Average	18.8	29
PA0055671	WORCESTER TWP BERWICK PLACE STP	12/31/2011	Total Suspended Solids	Weekly Average	15	18.4
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2012	Nitrate-Nitrite as N	Average Monthly	10	19
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2012	Nitrate-Nitrite as N	Weekly Average	15	33
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Ammonia-Nitrogen	Weekly Average	4.5	7.03
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Fecal Coliform	Instantaneous Maximum	1000	16000
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Nitrate-Nitrite as N	Weekly Average	15	15.9
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Total Phosphorus	Average Monthly	0.7	1
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Total Suspended Solids	Average Monthly	10	16.6
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Total Suspended Solids	Average Monthly	12.5	14
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Total Suspended Solids	Weekly Average	15	31.5
PA0055671	WORCESTER TWP BERWICK PLACE STP	11/30/2011	Total Suspended Solids	Weekly Average	18.8	25
PA0055671	WORCESTER TWP BERWICK PLACE STP	10/31/2012	Nitrate-Nitrite as N	Weekly Average	15	16
PA0055671	WORCESTER TWP BERWICK PLACE STP	10/31/2011	Nitrate-Nitrite as N	Average Monthly	10	13.1
PA0055671	WORCESTER TWP BERWICK PLACE STP	10/31/2011	Nitrate-Nitrite as N	Weekly Average	15	15.9
PA0055671	WORCESTER TWP BERWICK PLACE STP	9/30/2014	Total Phosphorus	Average Monthly	0.7	0.8
PA0055671	WORCESTER TWP BERWICK PLACE STP	8/31/2011	Nitrate-Nitrite as N	Weekly Average	15	17.7
PA0055671	WORCESTER TWP BERWICK PLACE STP	7/31/2013	Fecal Coliform	Instantaneous Maximum	1000	3400
PA0055671	WORCESTER TWP BERWICK PLACE STP	7/31/2011	Nitrate-Nitrite as N	Average Monthly	10	21.3
PA0055671	WORCESTER TWP BERWICK PLACE STP	7/31/2011	Nitrate-Nitrite as N	Average Monthly	12.5	13.5
PA0055671	WORCESTER TWP BERWICK PLACE STP	7/31/2011	Nitrate-Nitrite as N	Weekly Average	15	23.2
PA0055671	WORCESTER TWP BERWICK PLACE STP	6/30/2011	Nitrate-Nitrite as N	Average Monthly	10	18
PA0055671	WORCESTER TWP BERWICK PLACE STP	6/30/2011	Nitrate-Nitrite as N	Weekly Average	15	23
PA0055671	WORCESTER TWP BERWICK PLACE STP	5/31/2011	Nitrate-Nitrite as N	Average Monthly	10	19
PA0055671	WORCESTER TWP BERWICK PLACE STP	5/31/2011	Nitrate-Nitrite as N	Weekly Average	15	26

ATTACHMENT A

PA0055671	WORCESTER TWP BERWICK PLACE STP	4/30/2014	Total Suspended Solids	Weekly Average	15	17
PA0055671	WORCESTER TWP BERWICK PLACE STP	4/30/2011	Nitrate-Nitrite as N	Average Monthly	10	11.5
PA0055671	WORCESTER TWP BERWICK PLACE STP	4/30/2011	Nitrate-Nitrite as N	Weekly Average	15	16.1
PA0055671	WORCESTER TWP BERWICK PLACE STP	3/31/2014	Total Suspended Solids	Weekly Average	15	21
PA0055671	WORCESTER TWP BERWICK PLACE STP	3/31/2014	Total Suspended Solids	Weekly Average	18.8	19.2
PA0055671	WORCESTER TWP BERWICK PLACE STP	3/31/2013	Ammonia-Nitrogen	Weekly Average	4.5	4.9
PA0055671	WORCESTER TWP BERWICK PLACE STP	3/31/2012	Fecal Coliform	Instantaneous Maximum	1000	1100
PA0055671	WORCESTER TWP BERWICK PLACE STP	3/31/2012	Nitrate-Nitrite as N	Weekly Average	15	22
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/29/2012	Nitrate-Nitrite as N	Average Monthly	10	23.3
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/29/2012	Nitrate-Nitrite as N	Average Monthly	12.5	14
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/29/2012	Nitrate-Nitrite as N	Weekly Average	15	31.2
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/28/2011	Nitrate-Nitrite as N	Average Monthly	10	22
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/28/2011	Nitrate-Nitrite as N	Average Monthly	12.5	16
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/28/2011	Nitrate-Nitrite as N	Weekly Average	15	34
PA0055671	WORCESTER TWP BERWICK PLACE STP	2/28/2011	Nitrate-Nitrite as N	Weekly Average	18.8	25.6
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2015	Nitrate-Nitrite as N	Weekly Average	15	16
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2012	Nitrate-Nitrite as N	Average Monthly	10	18.2
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2012	Nitrate-Nitrite as N	Weekly Average	15	25.2
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2011	Nitrate-Nitrite as N	Average Monthly	10	27
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2011	Nitrate-Nitrite as N	Average Monthly	12.5	19
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2011	Nitrate-Nitrite as N	Weekly Average	15	34
PA0055671	WORCESTER TWP BERWICK PLACE STP	1/31/2011	Nitrate-Nitrite as N	Weekly Average	18.8	27
PA0050393	VALLEY GREEN STP	9/30/2011	Ammonia-Nitrogen	Weekly Average	3	4.2
PA0050393	VALLEY GREEN STP	9/30/2011	Ammonia-Nitrogen	Weekly Average	5.5	6.5
PA0050393	VALLEY GREEN STP	5/31/2014	Fecal Coliform	Instantaneous Maximum	1000	3400
PA0050393	VALLEY GREEN STP	2/28/2014	Fecal Coliform	Instantaneous Maximum	1000	6000