

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
September 8, 2014

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Joseph P. Walsh
Robert J. Birch
Candyce Fluehr Chimera
Michael J. Fox
Jeffrey W. McDonnell

Lawrence J. Gegan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the August 25, 2014 Meeting
6. Introduction and Swearing In of New Police Officers
7. Authorization for Acceptance of Contribution from the Montgomery County District Attorney for the Police Canine Unit
8. Consider Announcement of Legacy Trees and the Heritage Tree in Montgomery Township
9. 300th Anniversary Community Day Celebration Update
10. Consider Transfer of Funds to the Autumn Festival Fund
11. Consider Proposed Ordinance #14-281 to Authorize Execution of Renewal of Comcast Franchise Agreement.
12. Consider Proposed Ordinance #14-282 – Increase Compensation for Municipal Sewer Authority Board Members
13. Recreation and Community Center Construction Update
14. Consider Certification of 2015 Minimum Municipal Obligation (MMO) for the Police Pension Fund and the Non-Uniform Employee Pension Fund
15. Consider Escrow Release – LDS#653B - Montgomery Knoll Phase IB
16. Consider Payment of Bills
17. Other Business
18. Adjournment

Future Public Hearings/Meetings:

09-09-2014 @ 7:00pm – Community Day Committee
09-10-2014 @ 7:00pm – Senior Committee
09-10-2014 @ 7:30pm – Park and Recreation Board
09-15-2014 @ 7:30pm – Finance Committee
09-17-2014 @ 6:00pm – Sewer Authority (Eureka Plant)
09-17-2014 @ 7:30pm – Shade Tree Commission

09-17-2014 @ 7:30pm – Public Safety Committee
09-18-2014 @ 7:30pm – Planning Commission
09-20-2014 @ 12:00pm – 300th Anniversary Community Day
09-23-2014 @ 7:00pm – Environmental Advisory Committee
09-29-2014 @ 8:00pm – Board of Supervisors

NOTICE: Please be advised that all regular and special meetings of the Board of Supervisors are recorded for replay on the Township cable channels, Comcast 22 and Verizon 34.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: September 8, 2014 ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Grogan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager

BACKGROUND:

The Board needs to remind all individual(s) making a comment that they need to identify themselves by name and address for public record.

The Board needs to remind the public about the policy of recording devices. The individual(s) needs to request permission to record the meeting from the chairman and needs to identify themselves, by name and address for public record.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: September 8, 2014 ITEM NUMBER: **#4**

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Grogan BOARD LIAISON: Joseph P. Walsh, Chairman
 Township Manager

BACKGROUND:

Frank Bartle will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for August 25, 2014

MEETING DATE: September 8, 2014 ITEM NUMBER: # 5

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager

BACKGROUND:

Just a reminder – Please call Deb Rivas on Monday, September 8, 2014 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
AUGUST 25, 2014**

Chairman Joseph Walsh called the executive session to order at 7:30 p.m. In attendance were Supervisors Michael Fox, Robert Birch and Jeffrey McDonnell. Supervisor Candyce Fluehr Chimera was absent. Also in attendance were Frank Bartle, Esquire and Lawrence Gegan.

Chairman Joseph Walsh called the action meeting to order at 8:00 p.m. In attendance were Supervisors Robert Birch, Jeffrey McDonnell and Michael Fox. Supervisor Candyce Fluehr Chimera was absent. Also in attendance were Frank Bartle, Esquire, Lawrence Gegan, Chief J. Scott Bendig, Rick Lesniak, Shannon Drosnock, Ann Shade, Stacy Crandell, Kevin Costello, Bruce Shoupe, Rich Grier and Deb Rivas.

Following the Pledge of Allegiance, Chairman Joseph Walsh called for public comment from the audience and there was none.

Township Solicitor Frank Bartle, Esquire reported that the Board had met in an executive session earlier in the evening at 7:30 p.m. Mr. Bartle reported that the Board discussed two matters of litigation regarding Zoning Hearing Board cases for a Village of Neshaminy Falls resident and Anthony Lizell. Chairman Joseph Walsh reported that the Board also discussed a personnel matter. Mr. Bartle reported that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Joseph Walsh made a motion and Supervisor Michael Fox seconded the motion to approve the minutes of the August 11, 2014 Board meeting. The minutes of the meeting were unanimously approved as submitted.

Chairman Joseph Walsh presented a donation check in the amount of \$10,000 to the Montgomery County Norristown Public Library. Kathleen Arnold-Yerger was present to accept the check on behalf of the Montgomery County Norristown Public Library.

Chairman Joseph Walsh presented a donation check in the amount of \$3,000 to the PEAK Center. Robin Burstein was present to accept the check on behalf of the PEAK Center.

Director of Planning Bruce Shoupe presented the Preliminary/Final Land Development Plan for a Sprint Store at 770 Bethlehem Pike, LDS#676, as submitted by Suss Steve, LLC, c/o Kin Properties. Mr. Shoupe reported that the property is located at 770 Bethlehem Pike and contains an existing building, asphalt parking lot and two driveways providing access to Bethlehem Pike. The applicant proposes to demolish the existing 4,632 square foot building and parking lot and construct a new 3,179 square foot building, parking lot and consolidated single access to Bethlehem Pike. The majority of the waivers being requested by the applicant are landscaping related. Township staff and consultants have reviewed the plan for compliance with Township Codes. Carl Weiner, Esquire, represented the applicant and stated that the applicant will comply with all requirements of the proposed resolution. Resolution #1 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the Preliminary/Final Land Development for LDS#676 for a Sprint Store at 770 Bethlehem Pike.

Resolution #2 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the waiver of Special Events Permit Fees for the Bharatiya Temple Ganesh Festival to be held from August 29, 2014 through September 7, 2014.

Resolution #3 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the construction escrow release #3 for LD/S #627R-B for Montgomery Walk – Phase IIB in the amount of \$8,170.00.

Director of Fire Services Richard Lesniak presented the research information on the selection of a replacement Fire Department Rescue Pumper. Mr. Lesniak stated that a committee was formed for the purpose of designing a new fire apparatus that would best meet the needs of the Department and the Township. The committee met with representatives from

six manufacturers and of the six, four submitted written specifications and drawings for consideration. The committee evaluated each submission based on specific criteria: Design/Layout, Maintenance and Training. After a thorough review, the committee recommended that the Township purchase a 2015 Rescue Pumper from Pierce Manufacturing based on their Co-Stars Cooperative Purchase quote of \$575,891.00. Resolution #4 made by Supervisor Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously, approved the award of the contract for the purchase of a 2015 Rescue Pumper to Pierce Manufacturing, Inc., based on their Co-Stars Cooperative Purchase quote dated July 10, 2014 in the amount of \$586,856.00, subject to acceptable Options B, C and D, for a total cost of \$575,891.00. Mr. Lesniak thanked Chief Bill Weigman of the FDMT and members of the committee for their hard work on this project.

Assistant to the Township Manager Stacy Crandell reported that after almost a year of negotiations with Comcast Corporation, the Township has reached a tentative renewal cable franchise agreement. Before the agreement can be approved, the Township is required to enact an ordinance to authorize execution of the agreement. Resolution #5 made by Supervisor Robert Birch, seconded by Chairman Joseph Walsh and adopted unanimously, approved the authorization to advertise proposed Ordinance #14-281 – Renewal of Comcast Franchise Agreement to be held on September 8, 2014.

Chairman Joseph Walsh reported that the Municipal Sewer Authority has submitted a request to the Township to increase the rate that is paid to each Authority Board member attendee from \$50 to \$100/meeting attended. Chairman Walsh reported that the additional compensation rate would be the responsibility of the Authority and that the current Authority Board members would not be eligible for the new compensation rate until their current appointment terms have expired and they have been reappointed. Resolution #6 made by Supervisor Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously,

authorized the advertisement of proposed Ordinance #14-282 – Increase Compensation for Municipal Sewer Authority Board Members to be held on September 8, 2014.

The Recreation and Community Center Construction update was tabled to the next Board meeting. Township Manager Lawrence Gegan briefly reported that the tentative date for the erection of the steel for the building has been set for mid-September.

Chairman Joseph Walsh announced that a request had been made to move the second Board meeting in September from September 22 to September 29, 2014 so that Township staff could remain dedicated to the preparations for the Community Day celebration on September 20, 2014. Resolution #7 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, rescheduled the Monday, September 22, 2014 meeting to Monday, September 29, 2014.

Supervisor Michael Fox made a motion to approve the payment of bills. Supervisor Robert Birch seconded the motion. The payment of bills was unanimously approved as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:35 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Introduction and Swearing In of New Police Officers

MEETING DATE: September 8, 2014

ITEM NUMBER: # 6

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Earlier this summer Officer Mark Webster and Detective Edward Davies retired from the Montgomery Township Police Department after a combined 65 years of service to our community.

With these retirements came two vacancies within the Police Department. A recruit testing process was initiated in March of 2014, with one-hundred fifty (150) applications received for the position Recruit Police Officer.

The Police Department's hiring process consisted of a written examination, a physical agility test, police oral review board, background investigation (which includes a polygraph examination, neighborhood interviews, and employer interviews), and a Public Safety Committee oral interview.

Before the Board this evening for consideration for appointment to the positions of Recruit Police Officer are the top two candidates:

Mr. Craig Scully was born and raised in Ridley Park, Pennsylvania. Mr. Scully attended Delaware County Community College where he studied Criminal Justice and received his Act 120 Certification. Since 2011, Mr. Scully has worked as a part-time police officer with Upland Borough Police Department, Bethel Township Police Department and Brookhaven Police Department.

Mr. Matthew Seydel was born and raised in Rockledge, Pennsylvania. Mr. Seydel has attended and graduated from both the Cape May County Police Academy and Montgomery County Community College, where he received his Act 120 Certification. Since 2011, Mr. Seydel has worked as a part-time police officer with the City of Wildwood Police Department, Colwyn Borough Police Department, Souderton Borough Police Department, and Telford Borough Police Department.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

Funding to fill this position was included in the 2014 Approved Budget.

RECOMMENDATION:

It is recommended that Craig Scully and Matthew Seydel be sworn in as a Recruit Police Officer with an effective date of hire of September 9, 2014.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Craig Scully and Matthew Seydel to the positions of Recruit Police Officer in the Montgomery Township Police Department, effective September 9, 2014.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Authorization of Acceptance of Contribution from the Montgomery County District Attorney for the Police Canine Unit

MEETING DATE: September 8, 2014

ITEM NUMBER: #7

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Joseph P. Walsh, Chairman



BACKGROUND:

In 2015, the Police Department's Canine Unit is anticipating the retirement of Canine Jammer from police service. Canine Jammer is an 11 year old German Shepherd trained in both drug detection and patrol work. Canine Jammer has been serving the Township since 2005. District Attorney Risa Vetri Ferman, upon learning of Jammer's impending retirement, expressed her willingness to financially assist our Department in the purchase and training of a new canine.

On August 25, 2014, a check was received from the District Attorney in the amount of \$15,000.00 to cover the purchase and training of a new canine in 2015.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

None

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the acceptance of the donation from Montgomery County District Attorney Risa Vetri Ferman.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the acceptance of the donation for the Montgomery Township Police Department's Canine Unit from Montgomery County District Attorney Risa Vetri Ferman and express our appreciation for her support of our community.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

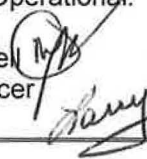
**MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY**

SUBJECT: Shade Tree Commission – Recognize Legacy Trees and Designation of Champion Tree

MEETING DATE: September 8, 2014 ITEM NUMBER: **#8**

MEETING/AGENDA: WORK SESSION ACTION **XX** CONSENT NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: Information: **XX**

INITIATED BY: Marianne McConnel  BOARD LIAISON: Michael J. Fox, Supervisor
Deputy Zoning Officer

BACKGROUND:

The Shade Tree Commission's Legacy Tree Program has received ten nominations over the past two years. The purpose of the program is to foster appreciation for, educate, and inspire awareness of the contribution that trees make to the Township; including but not limited to environmental, aesthetic, cultural, and historical contributions. The following trees have been nominated as Legacy Trees within Montgomery Township:

OWNER	ADDRESS	SPECIES OF TREE	AGE (YEARS)	HEIGHT	CROWN	CIRC OF TREE TRUNK
PRIVATE PROPERTIES						
ALAN STRYESKI	1109 VILSMEIER ROAD	BLACK WALNUT	206	60 FT	50 FT	12 FT
GEORGE & JOANNE HART	1008 KNAPP ROAD	WHITE OAK	267	80-85 FT	91 FT	14 FT
MICHAEL STACHOWICZ	307 PIONEER SPUR	ASH	50-60	55-60 FT	60 FT	13 FT 9 IN
ST. FRANCIS ECOLOGY COUNCIL	MMR - 1325 UPPER STATE RD	3	168	120 FT	77 FT 6IN	11 FT
		AMERICAN	175	120 FT	88 FT 10	11 FT 6 IN
		SYCAMORES	187	120 FT	IN 91 FT	12 FT 3 IN
TOWNSHIP LANDS						
MONTGOMERY TOWNSHIP	WINDLESTRAE PARK - along trail adjacent to Neshaminy Falls	2 WHITE OAKS	230 245	75 FT 80 FT	?	12 FT 2 IN 12 FT 11 IN
MONTGOMERY TOWNSHIP	MEMORIAL GROVE - Kenas Rd	WHITE OAK	260	70 FT	60 FT	13 FT 6 IN
MONTGOMERY TOWNSHIP	OPEN SPACE along County Line Rd behind Summer Ridge Drive	BEECH	206	90 FT	40-50 FT	9 FT
MONTGOMERY TOWNSHIP	WINDLESTRAE HOUSE - along driveway / creek	BEECH	240	60 FT	50-60 FT	10 FT 6 IN
MONTGOMERY TOWNSHIP	1233 STUMP ROAD	WHITE OAK	252	80 FT	50-60 FT	13 FT 2.5 IN
MONTGOMERY TOWNSHIP	WINDLESTRAE PARK - Main Entrance off of Kenas Rd	AMERICAN SYCAMORES	211	80 FT	?	13 FT 10 IN

Roy Rodriguez wishes to present the Legacy Trees Nominations to the Board of Supervisors during their September 8, 2014 meeting and recommend on behalf of the Shade Tree Commission the White Oak at 1008 Knapp Road submitted by Mr. George and Joanne Hart be named Montgomery Township's Champion Tree.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

\$2500 for Legacy Tree plaques.

RECOMMENDATION:

The members of the Shade Tree Commission would like the Board of Supervisors to recognize the nominations presented as Legacy Trees and name the White Oak located at 1008 Knapp Road nominated by George & Joanne Hart as the Champion Tree of Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we recognize the nominations presented as Legacy Trees and name the White Oak located at 1008 Knapp Road nominated by George & Joanne Hart as the Champion Tree of Montgomery Township.

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Robert J. Birch	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: 300th Anniversary Community Day Celebration Update

MEETING DATE: September 8, 2014

ITEM NUMBER: #9

MEETING/AGENDA:

ACTION

NONE XX

REASON FOR CONSIDERATION: Operational: Policy: Discussion: Information: XX

INITIATED BY: Stacy Crandell/Sharon Tucker BOARD LIAISON: Robert J. Birch/Candyce F. Chimera
Assistant to the Township Manager/Recreation Coordinator Liaisons to Autumn Festival Committee

BACKGROUND:

On behalf of the 300th Community Day Committee, Township Staff will provide highlights and a summary of activities relative to the upcoming 300th Community Day event.

In place of Autumn Festival this year, the Township will hold a 300th Community Day to honor the Township's 300th Anniversary. The event will take place on Saturday, September 20, 2014 from 12PM to 9PM at the William F. Maule Park at Windlestrae. The rain date for the event will take place on September 27, 2014.

The Committee would like to provide an update on Community day:

- The 300th Community Day has received \$2,825 in sponsorships with 7 organizations contributing to the event. However, the 300th Anniversary was funded with over \$60,000 in contributions from 22 organizations contributing throughout 2014.
- Community Day has over 60 vendors with various crafts and services represented. The Festival also has 9 food vendors.
- This year's volunteer shirt color will be royal blue.
- The Opening Ceremony will begin at 12PM with the presentation of the American Flag by the North Penn High School Junior ROTC Color Guard.
- Day-long highlights include amusement rides, the corn maze, Fire and Police participation and demonstrations, hay rides, pony rides, petting zoo, pumpkin decorating, karate demonstrations, and scarecrow making. As in previous years, a DJ will be at the event the entire day. In addition, there will be carnival games, and musical performances throughout the day and the event will end with an impressive fireworks display to honor the Township's 300th Anniversary.
- The following is the ticket information for the event (no price changes from 2013):
 - Bracelets are \$10 at the event (\$8 if purchased prior to the event at the Township Building). The bracelet includes unlimited amusements, 1 pumpkin and 1 scarecrow to make.
 - Individual tickets are \$1 (1 ticket=1 amusement or 1 pumpkin; 5 tickets=1 scarecrow)
 - Carnival Games will have tickets and there is a deal of 20 tickets for \$5 or 5 tickets for \$1.

The 300th Community Day/Autumn Festival Committee and Township staff has worked since January planning for this event and encourage all Township Residents to join us at this event.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider announcement of Community Day and encourage Township Residents to attend this community event.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Transfer of Funds to Autumn Festival Fund

MEETING DATE: September 8, 2014

ITEM NUMBER: #10

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Stacy Crandell/Sharon Tucker BOARD LIAISON: Robert J. Birch/Candyce F. Chimera
Assistant to the Township Manager/Recreation Coordinator Liaisons to Community Day Committee

BACKGROUND:

300th Community Day is almost here! This premiere community event of the Township is enjoyed by everyone, and is a great way to promote our community. This year's event is bigger with some added attractions to celebrate the Township's 300th Anniversary. It has been the annual practice of the Board of Supervisors to assist in the financial underwriting of this event by transferring budgeted monies from the General Fund to the Autumn Festival Fund. In 2014, the amount budgeted for this transfer is \$7,000. This transfer would support the budgeted revenue to cover 2014 expenditures currently budgeted at \$25,600.

Attached is a copy of the 2014 Community Day/Autumn Festival Budget for your review showing budget and actual figures.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of the transfer of \$7,000 to the Autumn Festival Fund per the 2014 Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the transfer of \$7,000 from the General Fund to the Autumn Festival Fund.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Montgomery Township				
2014 BUDGET				
Fund-Dept	Account	Title	2014 Worksheet	2014 Budget
FUND 95: AUTUMN FESTIVAL				
95341	3341	INTEREST		100.00
95387	3870	CONTRIBUTIONS		18,500.00
		Donations	7,500.00	
		Vendor Fees	2,000.00	
		Activity Fees	9,000.00	
			18,500.00	
95392	3001	FROM GENERAL FUND		7,000.00
Subtotal Autumn Festival Revenue				25,600.00
95400	4220	OPERATING SUPPLIES		23,800.00
		Advertisements	850.00	
		Amusements	7,500.00	
		Clothes for scarecrow making booth	500.00	
		DJ for day	1,500.00	
		Hay bales	500.00	
		Paper Supplies	1,000.00	
		Petting Zoo	1,000.00	
		Pony rides	1,000.00	
		Portable Toilet/Washing Stations	950.00	
		Pumpkins	2,500.00	
		Tents, tables and chairs	3,000.00	
		Volunteer lunches	1,400.00	
		Volunteer T Shirts	1,500.00	
		Entertainment	600.00	
			23,800.00	
95400	4460	MEETINGS AND CONFERENCES		0.00
95450	4220	OPERATING SUPPLIES		1,800.00
		Postage	1,000.00	
		DPW Rentals (dumpster, cart, etc)	800.00	
			1,800.00	
Subtotal Autumn Festival Expenditures				25,600.00
TOTAL SURPLUS/DEFICIT FUND 95 AUTUMN FESTIVAL				0.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Enactment of Ordinance #14-281 - To Authorize Execution of Renewal of the Comcast Franchise Agreement

MEETING DATE: September 8, 2014

ITEM NUMBER: #11

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Board of Supervisors

BACKGROUND:

Montgomery Township's franchise agreement with Comcast will expire on November 21, 2014. The time provided for in the Cable Communications Act of 1984 to negotiate a new franchise agreement has been underway. On August 13, 2012, the Montgomery Township Board of Supervisors retained the services of the Cohen Law Group to represent the Township during the negotiations for the renewal of the Comcast Cable Franchise Agreement.

After almost of year of negotiating, the Township has reached an agreement with Comcast. During the negotiations, the Township was steadfast in keeping the agreement within the terms the Township had in the previous agreement. These terms include the following:

- The term of the agreement will be 10 years and will expire in September 2024.
- The Educational and Governmental Support Grant that will be paid to the Township within three months of the effective date of the agreement will be \$26,862.
- The Franchise Fee will remain at 5% and will be paid to the Township within 45 days after the end of each quarter.
- Also, included on a side agreement, Comcast will provide one cable modem internet access service at the Residential Class level to the Municipal Building or to a municipal owned facility designated by the Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

On August 13, 2012, the Montgomery Township Supervisors retained Cohen Law Firm as counsel for the upcoming renewal of the Comcast Cable Franchise Agreement.

On January 28, 2013, the Montgomery Township Supervisors authorized the advertisement for the public hearing regarding the Comcast Franchise Agreement Renewal and set the date of the hearing for February 25, 2013.

On February 25, 2013, the Montgomery Township Supervisors held a public hearing regarding the Comcast Franchise Renewal.

On August 25, 2014, the Montgomery Township Supervisors authorized the advertisement for the public hearing regarding to enact the ordinance to execute the Comcast Franchise Agreement.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

One of the provisions of the renewal agreement is the payment of franchise fees per subscriber which is equal to 5% of the gross receipts. In addition, the Township will receive a one-time payment of \$26,862 within three months of the effective date of the new agreement.

RECOMMENDATION:

Township Staff recommends that the Board adopt the proposed Ordinance #14-281 to authorize the execution of the renewal of the Comcast Franchise Agreement negotiated with Comcast including all of the terms and conditions contained therein.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #14-281, authorizing the execution of the renewal of the Comcast Franchise Agreement, negotiated with Comcast, including all of the terms and conditions contained therein.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP
LEGAL NOTICE

On Monday, September 8 2014, after 8:00PM, the Montgomery Township Board of Supervisors, during its regularly scheduled meeting will consider enacting the following ordinance:

AN ORDINANCE AUTHORIZING THE EXECUTING OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF PENNSYLVANIA, LLC

The full text of this ordinance may be examined, without charge, and copies may be obtained for a charge no greater than the cost thereof, at the Montgomery Township Building, during normal business hours, Monday through Friday 8:30AM until 4:30PM, and the offices of this newspaper.

The public is invited to attend and will be given an opportunity to provide comments regarding this ordinance.

Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

LAWRENCE J. GREGAN
Township Manager

TO BE INSERTED in The Reporter on Friday, August 29, 2014. Please send proof of Publication to Montgomery Township, Attn.: Bruce Shoupe 1001 Stump Road, Montgomeryville, PA 18936

ORDINANCE NO. 14-281

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

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

WHEREAS, Comcast of Pennsylvania, LLC ("Comcast") currently holds a cable franchise from November of 1965 originally granting a cable franchise to a predecessor entity of Comcast; and

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

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

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees for Comcast's use of the Township's rights-of-way as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the Township and Comcast.

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

ENACTED AND ORDAINED this ____ day of _____, 2014.

ATTEST:

MONTGOMERY TOWNSHIP

Chairman, Board of Supervisors



January 10, 2014

Mr. Lawrence J. Gegan
Manager/Secretary
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Dear Larry:

During the term of the current franchise agreement and within three (3) months of the receipt of a written request from the Township, Comcast shall provide one (1) cable modem internet access service at the Residential Class level to the Municipal Building or to a municipal owned facility designated by the Township. No charge shall be made for installation or service except that Comcast may charge for installation beyond One Hundred and Twenty-Five (125) feet aerial distance from the cable plant. Comcast may also charge for service related charges caused by undue networking of this service causing service problems.

Our current Education Connections Program provides that in communities where Comcast offers high-speed internet service, qualified K-12 public schools, libraries and qualifying private schools will receive one (1) complimentary Residential Class Internet Service at the Standard Internet speed upon written request. Comcast's decision to offer and continue the Education Connections program is voluntary.

For the courtesy internet service as described herein, the school and the Township understand that any required upgrade of internet service will be at the sole cost of the school and/or the Township. Such upgrades may include, but not be limited to, static IP addresses and increased internet speeds that require services offered by Comcast Business Services.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Agreed To On Behalf Of Montgomery Township

Signature: _____

Brian R. Jeter
Senior Director - Government &
Regulatory Affairs
Comcast - Freedom Region

Print: _____

Title: _____

Date: _____

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF MONTGOMERY

AND

COMCAST OF PENNSYLVANIA, LLC

With assistance from:

**The Cohen Law Group
1000 Gamma Drive, Suite 305
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org**

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of _____, 2014 (hereinafter referred to as the "Effective Date") by and between the Township of Montgomery, a municipality located in Montgomery County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Pennsylvania, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated November 22, 2004, granting a cable franchise to Comcast of Pennsylvania, LLC; and

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

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

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of customer service, encourage the maintenance of a technologically-advanced Cable System, establish certain reporting requirements, obtain certain complimentary services, preserve the right to obtain and/or maintain the use of educational and governmental channels, receive franchise fees for Comcast's use of the Township's rights-of-ways as provided by federal law, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and

identifying the Township's future cable-related community needs; and

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

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

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

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

SECTION 1 **DEFINITIONS**

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

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast of Pennsylvania, LLC but does not include affiliated entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and any educational and/or governmental access channels.

(c) Broadcast - Over-the-air transmission by a television or radio station.

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

(e) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

(j) Educational and Governmental (EG) Channel – An access channel in which the programming is educational and/or governmental in nature

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

(l) FCC - Federal Communications Commission.

(m) Franchise - The right granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement in accordance with the Cable Act and applicable federal law.

(n) Gross Revenues - All revenue received directly or indirectly by Comcast or its Affiliated Entities attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Service;
- (4) fees charged to Subscribers for any optional, per-channel or per-program Cable Service;
- (5) revenue from the provision of any other Cable Service;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for Cable Service calls;
- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all subscriber equipment, including converters, remote control devices and digital video recorders ("DVRs");
- (12) any and all locally-derived advertising revenues;
- (13) revenues or commissions from locally-derived home shopping channels;
- (14) revenue derived from interactive Cable Service;
- (15) fees for any and all music services deemed to be a Cable Service;
- (16) fees for video-on-demand;
- (17) sales of hard-copy program guides;
- (18) late payment fees;
- (19) NSF check charges; and
- (20) Franchise fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refundable deposits, or any taxes on services furnished by

Comcast and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit.

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

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

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

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

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

(s) Service Interruption - The loss of picture or sound on one (1) or more channels.

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

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain

a Cable System in the Township's Public Rights-of-Way for the provision of Cable Services.

Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

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

2.3 NON-EXCLUSIVITY

This franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise to construct, operate or maintain a Cable System within the Township or for any other purpose.

2.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

2.5 NO WAIVER OF RIGHTS

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

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally-applicable local laws and regulations. In the event of a conflict between a Township cable ordinance and this Franchise, the Franchise shall control.

2.7 COMPETITIVE EQUITY

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

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If the Township agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall promptly notify Comcast in writing of the submission of the application.

SECTION 3 **COMPENSATION TO THE TOWNSHIP**

3.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. The term "Gross Revenues" is defined in Section 1 "Definitions" above. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Township may amend the franchise fee upon ninety (90) days written notice to Comcast provided that the franchise fee may not exceed the maximum percentage

permitted by law. A copy of the Resolution or Ordinance authorizing the franchise fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's franchise fee obligation contained herein shall commence within ninety (90) days from such written notice.

3.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter and shall be due and payable within forty-five (45) days after the end of each quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). Upon request and if mutually agreeable, Comcast shall deposit the franchise fee payments electronically into an account designated by the Township. In the event that any franchise fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate (i.e. three (3) percentage points above the federal funds rate), shall be added to the amount of franchise fee revenue due to the Township. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement.

3.3 QUARTERLY REPORTS

On a quarterly basis, Comcast shall also provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services in connection with the operation of Comcast's Cable System and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall also be verified by a financial representative of Comcast.

3.4 AUDITS

No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Any such franchise fee review shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be

considered final. Upon written request, Comcast shall provide the Township with copies of financial records related to the franchise fee audit or review. Such records shall also be made available to the Township at the notice location for Comcast specified in Section 14.3 below.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the franchise fee audit or review reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the franchise fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation within the required time period, the Township's final determination shall be binding on Comcast. If Comcast submits the matter to mediation and an agreement is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(b) Any franchise fee payment due to the Township as a result of the audit or franchise fee review shall be paid to the Township by Comcast within sixty (60) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount plus monetary fines of ten (10) percent of the underpayment. If franchise fees have been underpaid by five (5) percent or more, then Comcast shall pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the audit or review.

(c) Any audit shall be conducted by an independent third party. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

3.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

3.6 BUNDLED SERVICES

If Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount. Equipment may be subject to inclusion in the bundled price at full rate card value.

SECTION 4 **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

4.1 AREA TO BE SERVED

(a) Cable Service shall be made available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the Township where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Comcast shall complete said extensions within six(6) months of written notification to Comcast by the Township and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed Comcast's actual cost of installation from its main distribution system.

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

(d) In the event that public or private funds are made available to pay for the project, Comcast may apply for reimbursement from said public or private funds.

4.2 SERVICE TO MULTIPLE DWELLING UNITS

Comcast and the Township acknowledge and agree that installation and provision of Cable Service to multi-dwelling units as defined in the Township Code (MDU's) are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Communications Act of 1934, as amended, applicable FCC regulations, the Landlord Tenant Act of 1951, as amended and the applicable provisions of 68 P.S. §§ 250.501-B *et seq.*

4.3 PERMITS

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

4.4 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced

and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance--weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any of its agents, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore in as good a condition as before any such damage any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days upon written notice.

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

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

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

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

4.5 SYSTEM MONITORING

Comcast shall conduct periodic signal monitoring of all channels delivered on the Cable System in accordance with the technical requirements of the FCC.

4.6 SERVICE AREA MAPS

Upon request, Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the Township, on which shall be shown those areas in which its facilities exist and the location of all streets. The strand maps shall be provided to the Township in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the Township's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Township with updated maps within thirty (30) days after any request by the Township.

4.7 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance written notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the Township, Comcast shall raise or lower its wires at no cost to the Township.

4.8 DISCONNECTION AND RELOCATION

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

4.9 EMERGENCY REMOVAL OF EQUIPMENT

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

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

4.10 TREE TRIMMING

Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations. If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, Comcast shall apply to the Township for permission, with the exception of Emergency (as defined above) situations, and if such permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township. Comcast shall reasonably compensate the Township or other property owners for any damages to real property caused by such tree trimming or removal.

4.11 NON-DISCRIMINATION

Comcast shall not discriminate between or among individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. § 541(a)(3) or based upon race or ethnicity.

SECTION 5 **CABLE SYSTEM SPECIFICATIONS AND TECHNICAL REQUIREMENTS**

5.1 CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Comcast has designed,

constructed and shall maintain a Cable System that has been built for digital television standards with a bandwidth no less than 750 MHz with addressable technology.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 5.2(a) below.

5.2 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer one-way and two-way Cable Services for all programming services throughout all parts of the Township where the density requirements of Section 4.2 herein supra are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania as well as the generally applicable laws, ordinances and construction standards of the Township.

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

5.3 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC in order that emergency messages may be distributed over the Cable System.

SECTION 6

CUSTOMER SERVICE STANDARDS

6.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) In accordance with applicable law, Comcast shall maintain a customer service center that is conveniently located and shall be open during

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

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. The term "Normal Operating Conditions" is defined in Section 1 "Definitions" above. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis.

(c) Under Normal Operating Conditions, the customer shall receive a busy signal less than three percent (3%) of the time.

(d) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Section 9 below, that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

6.2 INSTALLATIONS AND SERVICE CALLS

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

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

(c) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. The term "Service Interruption" is defined in Section 1 "Definitions" above. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer.

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

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

6.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and customer Complaint procedures;

- (7) Comcast's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber.

(c) In accordance with federal law, Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

(d) Comcast shall not charge Subscribers for any services that they have not affirmatively requested, provided that this Subsection shall not be construed to limit Comcast's right to restructure services or rates as permitted by applicable law.

6.4 BILLING

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

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

(c) Comcast shall provide the name, address, and telephone number of the Township to Subscribers on the monthly bill, unless the Township requests in writing that Comcast omit such information in accordance with 47 C.F.R. § 76.952.

6.5 CUSTOMER COMPLAINT PROCEDURES

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

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

(b) If the Township is contacted directly about a customer complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required by Section 6.5(a) above shall commence. If the Township notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 6.5(a) above.

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

- (1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

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

6.6 DISCONNECTION

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

(a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

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

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

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

6.7 CREDIT FOR SERVICE INTERRUPTIONS

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

6.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Comcast

may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the Township, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure in conformance with Section 631 of the Cable Act, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, in conformance with Section 631 of the Cable Act.

SECTION 7

SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

Upon request, Comcast shall, at no charge to the Township, provide one (1) complimentary standard installation and complimentary Cable Service as described herein below to all present and future public facilities including, but not limited to, the following: the Municipal Administration Building, police stations, fire companies, public works buildings, water and sewer authorities, municipal owned or operated recreational centers, all public and private school buildings and public libraries ("Permitted Free Locations"). No charge shall be made for standard installation within one hundred twenty-five (125) feet of the cable plant or service, except that Comcast may charge for installation or service for more

than one (1) drop in Permitted Free Locations and may charge for installations beyond one hundred twenty-five (125) feet of the cable plant.

(a) Within three (3) months of the Effective Date and upon request, Comcast shall provide or maintain one (1) standard cable Drop, outlet, digital transport adaptor (and any other required end user equipment) and Standard level Cable Services (or equivalent) package to each Permitted Free Location. No charge shall be made for installation, equipment or service.

(b) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet specific criterion set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

(a) Comcast shall continue to provide to the Township and/or its designee the use of one (1) dedicated educational and one (1) governmental ("EG") access channel in accordance with Section 611 of the Cable Act and this Section 7.2. Such EG channel(s) shall be used for community Programming related to educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, telecasting community programs, and bringing local education into the home. The Township shall have complete control over the content, scheduling, administration and all other Programming aspects of the EG channel(s) and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over programming on the EG channel(s). Whether operating on an analog or digital format, Comcast shall cablecast any activated EG channel(s) so that they may be received by all Comcast Subscribers in the Township.

(b) The Township may request in writing one additional EG channel, not to exceed a total of three (3) channels, so long as a threshold use requirement is met for the existing EG access channels designated above. In order to obtain an additional EG channel, the existing EG channels must be programmed with locally produced or sponsored, non-character generated EG Access Programming for twelve (12) hours per day, six (6) days per week during the available cablecast hours for the previous six (6) months. For purposes of this

Section “available cablecast hours” shall mean the hours between 8:00 am to 10:00 pm.

(i) The Township must provide Comcast with written, detailed documentation to verify such existing programming, including, but not limited to, program logs that list (i) program titles and (ii) length of program.

(ii) Such additional EG channel Programming shall not be used simply to repeat EG Programming that is already carried on the existing EG channels, but shall be used to carry substantially new EG Programming. The Township agrees that such additional EG Programming channel shall not be utilized solely to carry character-generated messages; provided, however, that the Township may use said additional EG channel to carry character-generated messages along with other EG Programming.

(iii) Comcast shall make the additional EG channel available to the Township within one hundred eighty (180) days of the written notice described above.

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

(d) To enable the Township to utilize the existing EG channels, Comcast shall continue to provide up to two (2) locations within the municipal boundaries and the cables, wires, lines, and other signal distribution equipment such that live programming can originate from the selected location(s) and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the “Return Lines”.

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

(f) Comcast shall be responsible for maintaining the Return Lines to the video origination points, provided that the Township provides Comcast with access to those locations and access to the EG equipment within these locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

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

7.3 EG SUPPORT GRANT

Comcast shall provide a one-time monetary grant to the Township to be used in support of the production of local EG programming. The EG Grant provided by Comcast shall be in the amount of \$26,862. Such grant shall be paid within three (3) months of the Effective Date and shall not be offset against franchise fees paid to the Township.

SECTION 8

REGULATION BY THE TOWNSHIP

8.1 RIGHT TO INSPECT

(a) The Township shall have the option, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 14.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

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

8.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Township or its representatives may conduct a full compliance review, including a possible public hearing, with respect to whether Comcast has complied with any given material term(s) and condition(s) of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is under review, so that Comcast may organize the necessary books and records for appropriate review by the Township. Comcast shall not be required to disclose information in violation with Section 8.1 herein above.

8.3 RESERVED AUTHORITY

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

SECTION 9 REPORTING REQUIREMENTS

9.1 QUARTERLY FRANCHISE FEE REPORT

In accordance with Section 3.3 of this Agreement, Comcast shall accompany each quarterly franchise fee payment to the Township with a quarterly report containing an accurate statement of Comcast's Gross Revenues received for each calendar quarter in connection with the operation of Comcast's Cable System to provide Cable Service and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

9.2 ANNUAL FINANCIAL REPORT

Comcast shall submit to the Township, no later than thirty (30) days after a written request, a financial statement including a statement of income, balance sheet and a statement of sources and applications of funds which shall be certified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent

U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as a satisfactory compliance of this Section 9.2.

9.3 CUSTOMER COMPLAINT REPORT

Upon written request, Comcast shall submit to the Township, no later than thirty (30) days after such written request, a report showing the number of Complaints, as defined in Section 1 of "Definitions" above that required a work order and/or service call, originating from the Township received during the previous twelve-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

9.4 GOVERNMENT REPORTS

Upon written request, Comcast shall provide to the Township, no later than thirty (30) days after such written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in Section 8.1 (c) of this Agreement.

SECTION 10 **FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION**

10.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing by certified mail of the nature of such violation, the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the Township does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time

necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time allowed under Section 10.1(b) above, then Comcast may request that the Township schedule a public hearing to provide Comcast with the opportunity to demonstrate that Comcast continues to take reasonable steps to cure. The Township is under no obligation to honor Comcast's request for a public hearing, however no such reasonable request for a public hearing shall be unreasonably denied. If the violation has not been cured within the time allowed under Section 10.1(b) above and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and the Township's costs in accordance with Section 10.2 below.

10.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with provisions of this Agreement will result in injury to the Township and because it will be difficult to measure the extent of such harm, the Township may assess liquidated damages against Comcast in the amount of one hundred fifty dollars (\$150.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 10.1(b) supra. Such damages shall not be a substitute for specific performance by Comcast or legal action by the Township, but shall be in addition to such specific performance or action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation, after which the Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

(c) Nothing in this Section shall preclude the Township from exercising any other right or remedy with respect to a violation that continues past the time the Township ceases to assess liquidated damages for such breach.

10.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain during the Franchise term, at its sole cost and expense, a performance bond running to the Township with a

surety company licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Township to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 10.1 and 10.2 above.

(b) The performance bond shall be in the amount of Twenty-five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

10.4 REVOCATION

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

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

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 5.1 of this Agreement;

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

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 14.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Supervisors after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All

notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this Franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which the Township shall send via certified or overnight mail to Comcast.

SECTION 11 **PROGRAMMING**

11.1 CHANNEL CAPACITY

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

11.2 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with the most basic tier of service including, but not limited to: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; 2) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and 3) the Educational and Governmental access channel(s). All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

11.3 SIGNAL SCRAMBLING

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

11.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the Force Majeure provisions in Section 14 of this Agreement, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service

regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

11.5 PARENTAL CONTROL CAPABILITY

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

11.6 TIER BUY THROUGH PROHIBITION

Comcast shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Comcast has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 12

LIABILITY AND INDEMNIFICATION

12.1 INDEMNIFICATION

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

willful misconduct or negligence on the part of the Municipality.

12.2 INSURANCE

(a) Comcast shall maintain insurance throughout the term of this Agreement with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A-minus VII", indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

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

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

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

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 12.2.

(c) All insurance coverage shall be maintained throughout the period of this Agreement. Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conjunction with this Section 12.2. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

(d) A certificate evidencing the insurance coverage required herein shall be provided by Comcast to the Township within thirty (30) days of the Effective Date, upon request by the Township and within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.

SECTION 13
FRANCHISE TRANSFER AND RENEWAL

13.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five (25%) of its equitable ownership in the Cable System without the prior written consent of the Township.

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

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

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

13.2 RENEWAL

The Township and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal and state law.

SECTION 14 MISCELLANEOUS

14.1 FORCE MAJEURE

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment, and partial or entire failure of utilities.

14.2 REMOVAL OF SYSTEM

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

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

ownership of the property to the Township designee provided fair market value is paid to Comcast.

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

14.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be sent to:

Township of Montgomery
1001 Stump Road
Montgomeryville, PA 18936-9605
Attn: Township Manager/Secretary

The Township may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be sent to:

Comcast
55 Industrial Drive
Ivyland PA 18947
Attention: Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

AND

Comcast
North East Division
676 Island Pond Rd

Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township.

Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

14.4 EQUAL EMPLOYMENT OPPORTUNITY

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

14.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.6 GOVERNING LAW

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

14.7 ENTIRE AGREEMENT

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

14.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be

deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

14.9 CHANGE OF LAW

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

14.10 COMPLIANCE WITH LAWS

Comcast shall comply with all federal and state laws and local laws, rules and regulations of general applicability.

14.11 THIRD-PARTY BENEFICIARIES

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

14.12 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2014 of the Township Board of Supervisors.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

ATTEST

TOWNSHIP OF MONTGOMERY

By: _____

Name (Print): _____

Title: _____

Date: _____

ATTEST:

COMCAST OF PENNSYLVANIA, LLC

By: _____

Name: LeAnn Talbot

Title: Senior Vice President Freedom
Region

Date: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Proposed Ordinance #14-282 – Increase Compensation for Municipal Sewer Authority Board Members

MEETING DATE: September 8, 2014

ITEM NUMBER: #12

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Board of Supervisors

BACKGROUND:

The appointed members of the Montgomery Township Authority have been paid a per meeting attendance stipend of \$50 per meeting. A proposal has been submitted by the Authority Board to the Township to increase the rate from the current \$50/ meeting rate to \$100/meeting.

A change in the compensation rate for the Authority Board members requires adoption of an ordinance by the Board of Supervisors to authorize the increase. The attached Proposed Ordinance # 14-282, prepared by the Authority Solicitor has been advertised for consideration for adoption at this meeting.

If adopted, the rate would only apply to newly appointed/reappointed. Current Authority Board members would not be eligible for the new compensation rate until their current appointment terms have expired and they have been reappointed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Payment of the additional compensation rate would be the responsibility of the Montgomery Township Municipal Authority.

RECOMMENDATION:

Township Staff recommends that the Board adopt Proposed Ordinance #14-282 authorizing the increase in the Compensation Rate paid to members of the Montgomery Township Sewer Municipal Sewer Authority from \$50.00 per meeting to \$100.00 per meeting.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #14-282, authorizing the increase in the Compensation Rate paid to members of the Montgomery Township Sewer Municipal Sewer Authority from \$50.00 per meeting to \$100.00 per meeting.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP
LEGAL NOTICE

On Monday, September 8, 2014, after 8:00PM, the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will consider enacting the following ordinance:

AN ORDINANCE INCREASING THE COMPENSATION OF THE MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY MEMBERS FROM \$50 PER MEETING TO \$100 PER MEETING.

The full text of this ordinance may be examined, without charge, and copies may be obtained for a charge no greater than the cost thereof, at the Montgomery Township Building, during normal business hours, Monday through Friday 8:30AM until 4:30PM, and the offices of this newspaper.

The public is invited to attend and will be given an opportunity to provide comments regarding this ordinance.

Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

LAWRENCE J. GREGAN
Township Manager

TO BE INSERTED in The Reporter on Saturday, August 30, 2014. Please send proof of Publication to Montgomery Township, Attn.: Bruce Shoupe, 1001 Stump Road, Montgomeryville, PA 18936

**MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. _____**

**AN ORDINANCE INCREASING THE COMPENSATION
OF MEMBERS OF BOARD OF THE MONTGOMERY
TOWNSHIP MUNICIPAL SEWER AUTHORITY FROM
\$50.00 PER MEETING TO \$100.00 PER MEETING**

Whereas, the Township has created a municipal authority known as the Montgomery Township Municipal Sewer Authority for the purpose of providing sewer service to the residents of Montgomery Township; and

Whereas, the Township has previously established the compensation of the Members of the Board of said Authority at \$50.00 per meeting;

Whereas, because of the considerable time expended by the Members of the Board of said Authority in the performance of their duties, it is desirable that the compensation of said Members be increased.

NOW THEREFORE IT IS HEREBY ENACTED AND ORDAINED the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, as follows:

SECTION I. Pursuant to the provisions of the Municipality Authorities Act, 53 PA.C.S.A. § 5610(d), the compensation of each of the Members of the Board of the Montgomery Township Municipal Sewer Authority is hereby increased from \$50.00 per meeting to \$100.00 per meeting.

SECTION II. Consistent with the requirements of the above referenced Section of the Municipality Authorities Act, the aforesaid increase in compensation shall commence at the beginning of the next term of each such Board Member following the date of this Ordinance.

SECTION III. CONSTRUCTION AND SEVERABILITY

In the event any provisions, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional, such invalidity, illegality or

unconstitutionality shall not effect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being intended that such remainder shall remain in full force and effect.

SECTION IV. REPEALER

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed as of the effective date of this Ordinance.

SECTION V. EFFECTIVE DATE

This Ordinance shall become effective immediately upon the date of enactment.

ENACTED AND ADOPTED, this _____ day of _____, 2014 by the Board of Supervisors of Montgomery Township.

**BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP**

By: _____
Joseph P. Walsh, Chairman

Attest: _____
Lawrence J. Gregan, Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recreation and Community Center Construction Update

MEETING DATE: September 8, 2014 ITEM NUMBER: #13

MEETING/AGENDA: ACTION XX NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager

BACKGROUND:

Township Manager Lawrence Gregan will provide an update on the status of the construction activities for the Recreation and Community Center.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Certification of 2015 Minimum Municipal Obligation (MMO) for the Police Pension Fund and Non-Uniform Employees' Pension Fund

MEETING DATE: September 8, 2014

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION

ACTION **XX**

NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Shannon Q. Drosnock
Finance Director 

BOARD LIAISON: Jeffrey McDonnell, Supervisor
Liaison – Pension Committee

BACKGROUND:

The Minimum Municipal Obligation (MMO) is the calculated funding obligation to the Township's Police and Non Uniformed Employee pension plans. Act 205, Section 304 requires that the Chief Administrative Officer submit the MMO for the upcoming budget year to the Board on or before the last business day in September. Upon acceptance, the amount of the MMO's must be incorporated into the budget for the next year and funded. Based on the instructions from Thomas J. Zimmerman, Conrad Siegel Actuaries, staff has prepared the 2015 MMO's for both the Police Pension Plan and the Non-Uniformed Pension Plan which are attached hereto.

The MMO figures for the Police Pension Plan in 2015, based on utilizing the 1-1-2013 Actuarial Valuation Report are:

State Aid (Estimated - Based on 2013 Actual)	\$ 240,150
Township Contribution	<u>+\$511,099</u>
MMO	\$ 751,249

The calculation of the Police Pension Plan MMO is based on the "Normal Cost Percentage" + the "Administrative Expense Percentage" times the estimated 2015 Total Gross W-2 Payroll, plus the amortized "Unfunded Contribution Requirement" costs as determined in the 2013 Actuarial Valuation Report. Member Contributions are subtracted from this total to determine the Minimum Municipal Obligation for the Township. The 2015 MMO is a 23% increase from 2014 as a result of the expiration of ACT 44 distressed plans smoothing tools.

Figures for the Non-Uniform Plan in 2015 are:

State Aid (Estimated - Based on 2013 Actual)	\$ 194,900
Township Contribution	<u>+ 62,436</u>
MMO	\$ 257,336

The Non Uniformed Employee Pension Plan MMO is based on the estimated 2015 covered payroll times the Township's 8% contribution. The 2015 Non Uniform MMO is an increase of 3.0% as compared to the 2014 MMO.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The 2015 MMO's will be factored into the 2015 Budget.

RECOMMENDATION:

Consider approval of the Resolutions accepting the MMO calculations for 2015.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2015 Minimum Municipal Obligation for the Montgomery Township Police Pension Fund in the amount of \$751,249 is accepted, and

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that the 2015 Minimum Municipal Obligation for the Montgomery Township Non Uniform Employees' Pension Fund in the amount of \$257,336 is accepted.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Montgomery Township Non-Uniformed Pension Plan
2015 Minimum Municipal Obligation

1 Employer Contribution Percentage		8.00%
2 Administrative Expense Percentage		0.00%
3 Total Percentage (1 + 2)		8.00%
4 Estimated 2015 Covered Payroll	\$	3,216,700.00
5 Financial Requirements (3 x 4)	\$	257,336.00
6 Advance Employer Contribution	n/a	
7 Minimum Municipal Obligation (5 - 6) (Due Before 12-31-2015)	\$	257,336.00

Authorized Signature

Date

Conrad Siegel *Actuaries*

Montgomery Township Police Pension Plan
2015 Minimum Municipal Obligation

1 Normal Cost Percentage'		12.10%
2 Administrative Expense Percentage		1.20%
3 Total Percentage (1 + 2)		13.30%
4 Estimated 2014 Total Gross W-2 Payroll	\$	3,253,470.00
5 Annual Cost (3 x 4)	\$	432,710.00
6 Amortization Contribution Requirement	\$	481,209.00
7 Financial Requirements (5 + 6)	\$	913,919.00
8 Member Contributions Anticipated	\$	162,670.00
9 10% of Negative Unfunded Liability '		\$0
10 Minimum Municipal Obligation (7 - 8 - 9) (Due Before 12-31-2015)	\$	751,249.00

Authorized Signature

Date

1 Based upon 1/1/2013 Actuarial Valuation

Conrad Siegel *Actuaries*

RELEASE OF ESCROW FORM

Joseph P. Hanna, P.E.
Chambers Associates, Inc .
2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490

Date: 6/5/2014

RE: DEVELOPMENT NAME: Montgomery Knoll
PHASE: 1B

CA Job #: 105-5104.02
Release #: #4

Dear Mr. Hanna:

This is an escrow release request from _____ in the amount of
\$ 12,185.50. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

Developer Signature

David Cotler Group
Developer Printed Name

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

Mr. Lawrence Gegan
Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Date: 6-11-14

Dear Mr. Gegan:

We have reviewed the developer's request for an escrow release. We, therefore, recommend that
\$ 12,190.50 be released. These improvements will be subject to a final observation prior to dedication
and again at the end of the maintenance period. Any deficiencies will be required to be corrected.

Joseph P. Hanna
Joseph P. Hanna, P.E.

Resolution # _____

WHEREAS, a request for release of escrow was received from the Cotler Group for Montgomery
in the amount of \$ 12,185.50, on the representation that work set forth in the Land Development KNOLL - 1B
Agreement to that extent has been completed and; WHEREAS, said request has been reviewed by the
Township Engineer who recommends release of \$ 12,190.50; NOW, THEREFORE, BE IT
RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of
\$ 12,190.50; in accordance with the developer's request, and the officers of the Township are
authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that
Township records indicate that escrow has been deposited via LETTER OF CREDIT
with Montgomery Township in a total sum of \$ 183,440.95
pursuant to a signed Land Development Agreement and that \$ 114,556.00 has previously been
release from this escrow. Therefore, the action of the Board is releasing said sum leaves a new balance of \$ 56,684.45
in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director



Chambers Associates, Inc.
Civil Engineers & Surveyors
2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490
484-991-8187
staff@chambersassoc.com

June 11, 2014

Mr. Lawrence Gregan
Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Subject: *Montgomery Knoll Phase IB –Escrow Release #4*
C.A. Job #105-510H.02

Dear Mr. Gregan:

In accordance with Section 509(j) of the Pennsylvania Municipal Planning Code, the David Cutler Group has requested the release of \$12,185.50 in an email transmission on June 10, 2014, for work completed in accordance with the approved Plans.

This letter is to certify that the improvements attached to this letter, in the amount of \$12,190.50 have been completed. The difference in the amount is due to a mathematical error.

Be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected.

If you have any questions or comments regarding this matter, please do not hesitate to contact our office.

Very truly yours,

Joseph P. Hanna, P.E.

/jvr

C via email: Bruce Shoupe, Montgomery Township
 Marita Stoerrle, Montgomery Township
 David Cutler, The Cutler Group
 Chip Reeves, The Cutler Group

ESCROW FORM
PROJECT: MONTGOMERY KNOLL PHASE I-B

TWP/BORO: Montgomery
DATE: 06/11/14
REVISED

\$12,190.50 AMOUNT PAYABLE
\$126,746.50 TOTAL RELEASED TO DATE

\$183,440.95 ORIGINAL ESCROW AMOUNT
\$114,556.00 PRIOR ESCROW RELEASED
\$12,190.50 CURRENT ESCROW RELEASE REQUEST
\$56,694.45 BALANCE AFTER CURRENT RELEASE

RELEASE #:

4

ESTIMATED COMPLETION DATE:

JOB #:	ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
105-510H.02									
	<u>Erosion Control</u>								
	Inlet Protection	\$115.00	6	ea	\$690.00		\$0.00	2	\$230.00
	Tree Protection Fence	\$5.00	420	lf	\$2,100.00		\$0.00	420	\$2,100.00
	Filtrexx Diversion Berm	\$8.00	210	lf	\$1,680.00		\$0.00	0	\$0.00
	<u>Earthwork</u>								
	Strip Topsoil	\$2.80	3160	cy	\$8,848.00		\$0.00	3160	\$8,848.00
	Rough Grade Site	\$0.02	97000	sf	\$1,940.00		\$0.00	97000	\$1,940.00
	<u>Storm Sewer</u>								
	15" RCP	\$34.00	294	lf	\$9,996.00		\$0.00	294	\$9,996.00
	36" RCP	\$83.00	211	lf	\$17,513.00		\$0.00	211	\$17,513.00
	Storm Sewer Inlet	\$2,235.00	5	ea	\$11,175.00		\$0.00	5	\$11,175.00
	Storm Sewer Manhole	\$3,048.00	2	ea	\$6,096.00		\$0.00	2	\$6,096.00
	<u>Concrete Work</u>								
	Belgian Block Curb	\$26.00	530	lf	\$13,780.00		\$0.00	530	\$13,780.00
	4" Concrete Sidewalk	\$3.15	2550	sf	\$8,032.50	2550	\$8,032.50	2550	\$8,032.50
	6" Sidewalk/Aprons	\$3.30	1260	sf	\$4,158.00	1260	\$4,158.00	1260	\$4,158.00
	<u>Paving</u>								
	Fine Grade	\$0.16	11800	sf	\$1,888.00		\$0.00	11800	\$1,888.00
	3" 2A Modified Stone/ 5" BCBC	\$29.00	1310	sy	\$37,990.00		\$0.00	1310	\$37,990.00
	Sweep Tack/1.5" Wearing Course	\$8.00	1310	sy	\$10,480.00		\$0.00	0	\$0.00
	8' Wide Pedestrian Trail	\$27.00	169	sf	\$4,563.00		\$0.00	0	\$0.00
	<u>Landscaping</u>								
	<u>Shade Trees</u>								
	Acer rubrum	\$345.00	3	ea	\$1,035.00		\$0.00	0	\$0.00
	Gleditsia triacanthos var. Inermis	\$345.00	1	ea	\$345.00		\$0.00	0	\$0.00
	Tilia cordata 'Greenspire'	\$345.00	10	ea	\$3,450.00		\$0.00	0	\$0.00
	Quercus palustris	\$345.00	3	ea	\$1,035.00		\$0.00	0	\$0.00
	Quercus phellos	\$345.00	5	ea	\$1,725.00		\$0.00	0	\$0.00
	Zelkova serrata 'Green Vase'	\$345.00	14	ea	\$4,830.00		\$0.00	0	\$0.00
	<u>Evergreen Trees</u>								
	Abies concolor	\$345.00	3	ea	\$1,035.00		\$0.00	0	\$0.00
	<u>Re-Locate Evergreen Trees</u>								
	White Pine (9 Trees)	\$1,200.00	1	ls	\$1,200.00		\$0.00	0	\$0.00
	<u>Miscellaneous</u>								
	PVC Post and Rail Fence	\$1,200.00	1	ls	\$1,200.00		\$0.00	0	\$0.00
	Street Lights	\$3,980.00	1	ea	\$3,980.00		\$0.00	0	\$0.00
	Construction Stakeout	\$3,000.00	1	ls	\$3,000.00		\$0.00	1	\$3,000.00
	As-Built Drawings	\$1,200.00	1	ls	\$1,200.00		\$0.00	0	\$0.00
	Plns & Monuments	\$1,800.00	1	ls	\$1,800.00		\$0.00	0	\$0.00
	Escrow Sub-Total				\$166,764.50		\$12,190.50		\$126,746.50
	10% Contingency	\$16,676.45	1	ls	\$16,676.45				
	Escrow Total				\$183,440.95				
	Engineering and Legal Cash Escrow				\$25,000.00				
	Note:								
	Maintenance Bond Amount for this project is:				\$27,516.14				

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: September 8, 2014 ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve all bills as presented.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
26115	8/28/14	00000499	MONTGOMERY TWP. PROFESSIONAL	133.06
26116	8/28/14	1264	MORGAN STANLEY SMITH BARNEY INC	5,921.06
58490	8/26/14	00001394	STANDARD INSURANCE COMPANY	7,028.84
58491	8/26/14	00000485	SYRENA COLLISION CENTER, INC.	8,844.64
58492	8/26/14	902920	DAVID SORIANO	-1,200.00
58493	9/4/14	00000371	HOT FROG PRINT MEDIA, LLC	4,105.13
58494	9/5/14	00000842	911 SAFETY EQUIPMENT	1,433.00
58495	9/5/14	00000006	ACME UNIFORMS FOR INDUSTRY	807.64
58496	9/5/14	00902350	ADRIENNE JAPPE	118.75
58497	9/5/14	00001875	ADVANCED COLOR AND GRIND LLC	770.00
58498	9/5/14	00000443	ALL STATE DESIGN GROUP INC	200.00
58499	9/5/14	00002045	ARDEX LABS	168.74
58500	9/5/14	00000031	AT&T	265.01
58501	9/5/14	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	237.16
58502	9/5/14	00000043	BERGEY'S	60.34
58503	9/5/14	00001717	BETHLEHEM PRE-CAST, INC.	980.00
58504	9/5/14	00000466	BILL MITCHELL'S AUTO SERVICE, INC.	470.00
58505	9/5/14	00001370	A. BRUCE WEIKEL	395.00
58506	9/5/14	00000071	CANON SOLUTIONS AMERICA, INC.	891.00
58507	9/5/14	00001601	CDW GOVERNMENT, INC.	172.10
58508	9/5/14	00902278	CHRISTOPHER & CINDY BILINSKI	40.00
58509	9/5/14	00902740	CINDY MOYER	16.00
58510	9/5/14	00000563	COLONIAL MEDICAL ASSISTED	131.82
58511	9/5/14	00001937	STEPHEN P. DIGIOVANNI	3,072.46
58512	9/5/14	00000602	CONRAD SIEGEL	4,125.00
58513	9/5/14	00000326	COUNTY OF MONTGOMERY	53.04
58514	9/5/14	00000629	DAVIDHEISER'S INC.	259.00
58515	9/5/14	00001172	DETLAN EQUIPMENT, INC.	4.82
58516	9/5/14	00902937	DOROTHY SALTMER	65.00
58517	9/5/14	00001166	DRUMHELLER CONSTRUCTION, INC.	49,836.35
58518	9/5/14	00000748	E.R. STUEBNER INC.	415,485.00
58519	9/5/14	00902856	EILEEN MARTIN	456.50
58520	9/5/14	00000171	THE GGS GROUP INC	205.00
58521	9/5/14	00000192	GENERAL RECREATION, INC.	844.00
58522	9/5/14	00000012	GEOVENTURES PROGRAMMING &	2,465.00
58523	9/5/14	00000198	GLASGOW, INC.	606.51
58524	9/5/14	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,785.31
58525	9/5/14	00000213	HAJOCA CORPORATION	74.85
58526	9/5/14	00000215	HAVIS, INC.	15.75
58527	9/5/14	00001857	HORSHAM VETERINARY HOSPITAL P.C.	177.50

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58528	9/5/14	00000103	INTERNATIONAL SALT COMPANY, LLC	5,696.90
58529	9/5/14	00902155	JACQUELINE VOLK	65.00
58530	9/5/14	00902741	JAMIE COLLIER	34.00
58531	9/5/14	00000735	JD BRAVO COMPANY	9,668.00
58532	9/5/14	00902132	JENNIFER NORMAN	34.00
58533	9/5/14	00902939	JERRE HARDIN	130.00
58534	9/5/14	00902941	JODY CORDI	32.00
58535	9/5/14	00902935	JOHN SWOYER III	1,200.00
58536	9/5/14	00002046	JUMP START SPORTS	3,484.00
58537	9/5/14	00902336	KEYSTONE CLEANING SYSTEMS	142.89
58538	9/5/14	00902940	KI BIAK	65.00
58539	9/5/14	00000462	JERYL KNECHEL	17,295.64
58540	9/5/14	00001268	KUSTOM SIGNAL, INC	71.09
58541	9/5/14	00000270	JDN BLOCK INC.	257.38
58542	9/5/14	00902800	LAURA SOLIS AND JUAN SOLIS	65.00
58543	9/5/14	00000870	MAACO AUTO PAINTING & COLLISION	700.00
58544	9/5/14	00902938	MARIE MAHAL	130.00
58545	9/5/14	00002021	MARRIOTT'S EMERGENCY EQUIPMENT	185.00
58546	9/5/14	00902805	MARTHA GILLESPIE	44.00
58547	9/5/14	00902936	MASER CONSULTING	407.62
58548	9/5/14	00000201	LAWRENCE J. MURPHY	470.32
58549	9/5/14	00001330	MCCALLION STAFFING SPECIALISTS	2,290.50
58550	9/5/14	00902363	MEGAN REAVIS	113.00
58551	9/5/14	00902256	MEGHAN HIGGINS	55.00
58552	9/5/14	00902943	MELISSA STIGLER	5.00
58553	9/5/14	00000306	MICHAEL JENKINS	1,873.50
58554	9/5/14	00000912	MICHENER'S GRASS ROOTS, INC.	89.85
58555	9/5/14	00000715	MID-ATLANTIC FIRE AND AIR	1,066.44
58556	9/5/14	00000324	MOYER INDOOR / OUTDOOR	130.00
58557	9/5/14	00000336	NFPA-NATIONAL FIRE PROTECTION ASS	368.95
58558	9/5/14	00001134	OFFICE DEPOT, INC	131.77
58559	9/5/14	00000367	P.K. MOYER & SONS, INC.	163,517.75
58560	9/5/14	00000186	JAROTH INC.	178.12
58561	9/5/14	00001863	PAUL CONWAY SHIELDS	65.49
58562	9/5/14	00000397	PECO ENERGY	161.28
58563	9/5/14	00000595	PENN VALLEY CHEMICAL COMPANY	757.89
58564	9/5/14	00002025	PET DINER, THE	118.78
58565	9/5/14	00000009	PETTY CASH	2,000.00
58566	9/5/14	00000345	PRINTWORKS & COMPANY, INC.	459.43
58567	9/5/14	00001630	PSI - PROTECTION SERVICES INC.	48.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58568	9/5/14	00000251	PSI PERSONNEL, LLC	1,472.26
58569	9/5/14	00000252	SUNG K. KIM	619.75
58570	9/5/14	00002033	REPUBLIC SERVICES NO. 320	799.09
58571	9/5/14	00001146	RESERVE ACCOUNT	1,500.00
58572	9/5/14	00000117	RIGGINS INC	1,680.66
58573	9/5/14	00000115	RIGGINS, INC	2,852.77
58574	9/5/14	00000653	SCATTON'S HEATING & COOLING, INC.	358.94
58575	9/5/14	00001618	SEALMASTER	811.93
58576	9/5/14	00000153	SHANNON DROSNOK	32.00
58577	9/5/14	00001030	SIGNAL CONTROL PRODUCTS, INC.	1,815.00
58578	9/5/14	00001847	STAPLES CONTRACT & COMMERCIAL, IN	380.69
58579	9/5/14	00902942	THERESA GERHART	50.00
58580	9/5/14	00002031	TRI-COUNTY ELECTRICAL SUPPLY	182.08
58581	9/5/14	00000327	U.S. MUNICIPAL SUPPLY INC.	346.89
58582	9/5/14	00000520	VALLEY POWER, INC.	1,232.00
58583	9/5/14	00000040	VERIZON	588.61
58584	9/5/14	00000170	VERIZON COMMUNICATIONS, INC.	139.99
58585	9/5/14	00000038	VERIZON WIRELESS SERVICES, LLC	835.90
58586	9/5/14	00000038	VERIZON WIRELESS SERVICES, LLC	480.02
58587	9/5/14	00000038	VERIZON WIRELESS SERVICES, LLC	352.37
58588	9/5/14	00902944	VERONICA UTZ	12.00
58589	9/5/14	00001329	WELDON AUTO PARTS - LANSDALE (NAF	1,380.18
58590	9/5/14	00000590	YOCUM FORD	472.54
58591	9/5/14	BT004708	ALAN R. FRIEBIS	50.00
58592	9/5/14	BT003720	BRENDA BELCHER	2,600.61
58593	9/5/14	BT005625	CHARLES A DICK	13.00
58594	9/5/14	BT005003	COMMERCIAL FLOORING SYSTEMS	27,942.71
58595	9/5/14	BT005816	DIVERSIFIED MAINTENANCE SYSTEMS	25.00
58596	9/5/14	BT03720A	DR. TONI REX	9.53
58597	9/5/14	BT001161	KASCO CONSTRUCTION COMPANY	1,724.00
58598	9/5/14	BT006195	PATIENT FIRST	12.00
58599	9/5/14	BT006246	SHEIKH REHMAN	43.11
58600	9/5/14	BL005735	SUBURBAN HEATING OIL	55.45
58601	9/5/14	BL000076	SUBURBAN PROPANE	212.50
58602	9/5/14	BT004708	ALAN R. FRIEBIS	50.00
TOTAL				778,662.55

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
08/28/2014	IRS	941 Payment	\$75,193.55
08/28/2014	BCG	401/457 Plan Payment	\$23,349.54
08/28/2014	PA-SCDU	Withholding Payment	\$2,292.36
09/02/2014	IRS	945 Payment	\$4,855.09
09/02/2014	ICMA	DROP Plan Payment	\$17,827.41
09/03/2014	Commonwealth of PA	State Tax Payment	\$8,000.82
09/05/2014	City of Philadelphia	Aug Wage Tax Payment	\$482.62
Total Paid as of 09/08/2014			\$132,001.39