



Borough of Chalfont

Council Meeting Agenda

August 10, 2020

Page 1 of 2

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

- Mayor Brian Wallace
- Tracey Bowen
- Jeff Coddington
- John Engel
- Mark Glidden
- Marilyn Jacobson
- Michael Kelly
- Mitchell Meyerson
- Hank Couch, Junior Council Member
- Shawn Curran
- Michael Meginniss, Begley, Carlin, & Mandio
- Patrick DiGangi, CKS Engineers
- Richard O'Brien, Keystone Municipal Services

Announcement: This meeting is being recorded.

CHANGES, ADDITIONS, DELETIONS TO THE AGENDA

PUBLIC COMMENT ON AGENDA ITEMS

CONSENT AGENDA (page 1-4)

Dispense with the reading of the minutes from the July 13, 2020, Council Meeting with disbursements from the general fund of \$204,703.24 for the month of July. The financial report will be filed for audit.

SPECIAL ITEMS

Junior Councilperson Application – Jia Walia **(Page 5)**

COUNCIL COMMITTEE REPORTS

Mayor's Report – Brian Wallace

Central Bucks Regional Police Commission – Brian Wallace

Public Works Committee – Marilyn Jacobson **(page 6)**

Facilities Committee – Jeff Coddington

Utilities Committee – Mitchell Meyerson

Finance Committee – John Engel

Junior Council Report –

STAFF REPORTS

Manager's Report – Shawn Curran

Engineer's Report – Pat DiGangi, CKS Engineers **(page 7-13)**

Solicitor's Report – Mike Meginniss, Begley, Carlin & Mandio **(page 14-15)**

Police Report – Chief Karl Knott/Captain Robert Milligan/Captain Lance Carlin **(page 16)**

Public Works Report – Shawn Curran **(page 17)**

MONTHLY REPORTS

Chalfont EMS and Chalfont Fire Company

ACTION ITEMS

1. EMS Board Resignation Letter **(page 18)**





Borough of Chalfont

Council Meeting Agenda

August 10, 2020

Page 2 of 2

2. HARB Certificate of Appropriateness for 43 North Main Street (page19)

[REDACTED]

3. RACP Grant Application (Page 20-30)

[REDACTED]

4. RESOLUTION 2020-08 (page31-79): Resolution of the Borough of Chalfont Authorizing Execution of a cable franchise agreement between the Borough of Chalfont and Comcast of Southeast Pennsylvania, LLC.

[REDACTED]

5. First reading Ordinance #462 (page80-83): An Ordinance of the Borough Council of the Borough of Chalfont, Bucks County, Pennsylvania, providing for the Vacation of 07-007-Paper, located between and parallel to New Jersey Avenue and Bates Drive.

[REDACTED]

6. Central Bucks Regional Police Department building bid (page 84-92)

[REDACTED]

OLD BUSINESS

- Dividers in Borough Hall meeting room discussion.

NEW BUSINESS

CORRESPONDENCE/INFORMATION

PUBLIC COMMENT

ANNOUNCEMENTS

MEETINGS

- Planning Monday, August 24 @ 7:00pm
- Central Bucks Regional Police Commission Monday, July 27 @ 7:00pm (DB)
- HARB Tuesday, September 8 @ 7:00pm
- Council Monday, September 14 @ 7:00pm

EXECUTIVE SESSION

- Personnel Matter

ADJOURNMENT

Chalfont Borough Council Meeting Minutes

July 13, 2020

Page 1 of 3

Due to the COVID-19 Pandemic, the June 9, 2020 Council Meeting was conducted via social media through the platform GoToMeeting and broadcast on YouTube. The public was encouraged to submit questions in advance of the meeting directly to the Borough.

Council President John Engel called the meeting to order at 7:02pm.

ROLL CALL

Mayor Brian Wallace, Tracey Bowen, Jeff Coddington, John Engel, Mark Glidden, Mike Kelly, Marilyn Jacobson, Mitchell Meyerson, Shawn Curran, John Torrente from Begley, Carlin, Mandio, Pat DiGangi from CKS Engineers, and Rich O'Brien from Keystone Municipal Services were present.

An announcement was made that the meeting would be recorded.

CHANGES, ADDITIONS, DELETIONS TO THE AGENDA

John Engle mentioned a letter submitted by Kevin Johnson which will be brought up under New Business.

PUBLIC COMMENT ON AGENDA ITEMS

There was none.

CONSENT AGENDA

Marilyn Jacobson made a motion to dispense with the reading of the minutes from the June 13, 2020 Council meetings and report of disbursements from the general fund in the amount of \$160,389.63. The financial report will be filed for audit. The motion was seconded by Mitch Meyerson and approved unanimously 7-0. **Jeff Coddington wanted to go on the record stating he objects to backburning the police pension program and how the police finance committee is handling it.**

SPECIAL ITEMS

There was none.

COUNCIL COMMITTEE REPORTS

Written reports from Council committees were included in Council's packet.

Central Bucks Regional Police Commission

Mayor Wallace told Jeff Coddington he would pass along his concern about the handling of the police pension to the commission. Mayor Wallace reported that the building is moving along and contract negotiations are progressing. Jeff Coddington asked about getting an updated pension analysis.

Facilities Committee

Jeff Coddington purposed the idea of installing dividers between Council member seats in hopes of being able to meet in person.

Utilities Committee

Mitchell Meyerson stated that there was nothing to report due to COVID-19.

Finance Committee

John Engel reported that it will be awhile until we see the effects on the Earned Income Tax (EIT).

Chalfont Borough Council Meeting Minutes

July 13, 2020

Page 2 of 3

STAFF REPORTS

Written staff reports from the Borough Engineer, Solicitor, Police Department, and Public Works were included in Council's packet.

Manager's Report

Shawn Curran reported that at the request of multiple bidders and the architect the decision was made to delay the bid opening for the police building until July 22nd. Mitch Meyerson asked about a dead tree in Holland open space. Shawn replied it is scheduled to be removed the week of July 20th. Mitch also thanked Shawn for providing his neighbor with assistance in a timely manner involving a complaint about Holland open space vegetation.

Engineer's Report

Pat DiGangi reported that Chestnut Street Park is coming to a close and the final punch list has been provided to the contractor. He also mentioned the 2020 Road project would be wrapping up shortly.

Solicitor's Report

John Torrente reported council held an executive session on June 24th 2020 to handle a personnel matter.

ACTION ITEMS

1. Mitch Meyerson made a motion to confirm termination of a Borough employee on 6/26/2020. The motion was seconded by Jeff Coddington and approved unanimously by roll call vote 7-0.
2. Mark Glidden made a motion to appoint Shawn Curran as Borough Secretary on an interim basis until such time as the role is filled permanently. The motion was seconded by Marilyn Jacobson and approved unanimously by roll call vote 7-0.
3. John Engel made a motion to approve Resolution 2020-05 recommending inclusion of the Parking Consolidation & Streetscape Plan Project into the Borough of Chalfont Master Plan. The motion was seconded by Marilyn Jacobson and approved unanimously by a roll call vote 7-0.
 - *Marilyn Jacobson commented "this is what Council is supposed to do, we are creating a vision for the future."*
4. Motion to ratify field change as mentioned in attached e-mail dated July 1, 2020 was approved unanimously by a voice vote.
5. Marilyn Jacobson made a motion authorizing an application to the Greenway Trails and recreation program (GTRP). Grant in the Amount of \$249,971 and designating the borough manager and the Council president as the officials to execute all documents and agreements between the Borough of Chalfont and the commonwealth financing authority. The motion was seconded by Mark Glidden and approved unanimously by a roll call vote 7-0.
6. Marilyn Jacobson made a motion to approve the 2021 Minimum Municipal Obligation for the Non-Uniformed Employee Pension Plan in the amount of \$29,068.00. The motion was seconded by Jeff Coddington and approved unanimously by a roll call vote 7-0.

Chalfont Borough Council Meeting Minutes

July 13, 2020

Page 3 of 3

7. Mitch Meyerson made a motion to approve Resolution 2020-07 establishing Temporary Requirements and Guidelines for Food Truck (Mobile Food Unit) Areas and Associated Outdoor Dining Areas During the COVID -19 Opening Plan and for the Application and Review of Applications and Fees Associated. The motion was seconded by Tracey Bowen and approved unanimously by a roll call vote 7-0.
 - John Torrente requested the word “Ordinance” be changed to “Resolution” in section 101 of the Resolution.

OLD BUSINESS

- Pat DiGangi responded to a comment Alex Sharkey made at the June 9th Council Meeting referencing a permit at 35 South Limekiln Pike.

NEW BUSINESS

- John Engel made a motion to accept the resignation of Kevin Johnson from the Planning Commission effective July 8, 2020. The motion was seconded by Jeff Coddington and approved unanimously by a roll call vote 7-0.

CORRESPONDENCE

- Notice of Aqua water rate change was included in the packet.

PUBLIC COMMENT

- Jeff Coddington asked Shawn Curran if we have received any complaints about fireworks. Shawn Curran responded Chalfont has received one complaint that was handled by CBRPD. The complaint referenced two neighboring properties.

ANNOUNCEMENTS

Upcoming meetings were announced.

ADJOURNMENT

The meeting adjourned at 8:37pm.

Respectfully submitted,

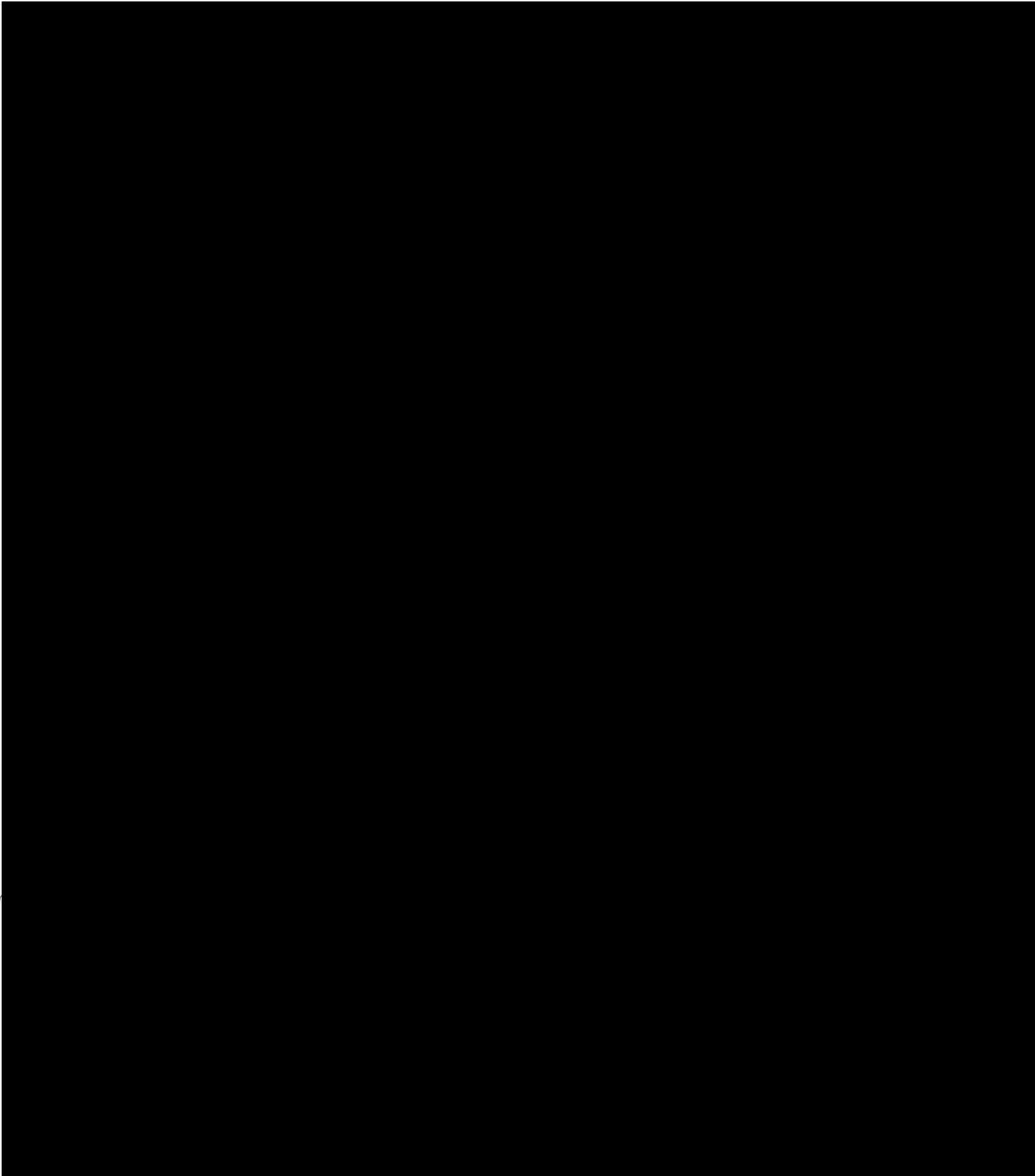
Shawn Curran
Borough Secretary

Chalfont Borough
July 31, 2020
List of Borough Accounts

General Fund Profit and Loss Statement			7/31/2020	Year-to-date
Total Income			\$124,502.59	\$1,846,843.17
Total Expenses			(\$204,703.24)	(\$1,352,816.43)
Surplus / (Deficit)			(\$80,200.65)	\$494,026.74
General Fund Bank Account		Beginning Balance	6/30/2020	\$1,122,904.02
Outstanding items consist of expenses not paid in the expenses current month, including transfers to and from other accts 3 pay dates in July	Deposits		\$111,218.57	
	Expenses		(\$159,569.18)	
	Payroll		(\$44,954.49)	
	Outstanding items		\$56,436.34	
	Ending Balance	7/31/2020	\$1,086,035.26	
Tax Account		Beginning Balance	6/30/2020	\$0.00
	Borough		\$7,441.61	
	Borough Debt Service		\$1,488.33	
	County, Fire & EMS		\$14,720.86	
	Distributions		(\$23,650.80)	
	Ending Balance	7/31/2020	\$0.00	
Debt Service Fund		Beginning Balance	6/30/2020	\$108,368.60
2016 F150 (48 payments, 10/2016-09/2020) 2016 Avant (60 payments, 04/2017-03/2022) 2014 Note-101 N. Main St Purchase (07/2014-07/2034) 2018 Note-101 N. Main St. Construction (10/2019-10/2037) 2019 Note-CBRPD Building Construction (10/2019-10/2039)	Deposits/Net Activity		\$0.00	
	Interest		\$0.00	
	Disbursements		(\$18,271.90)	
	Ending Balance	7/31/2020	\$90,096.70	
Recreation Fund		Beginning Balance	6/30/2020	\$175,465.06
This is for the 5K Race park maintenance Chestnut St Park Project	Deposits/Net Activity		\$0.00	
	Interest		\$1.34	
	Disbursements		(\$167,557.76)	
	Ending Balance	7/31/2020	\$7,908.64	
Capital Fund		Beginning Balance	6/30/2020	\$1,276,766.44
proceeds from \$1.2M loan for CBRPD Building General Fund Transfer CBRPD Building Expenses Capital Expenses	Deposits		\$0.00	
	Interest		\$107.91	
	Disbursements		(\$10,083.03)	
	Ending Balance	7/31/2020	\$1,266,791.32	
Liquid Fuels Fund		Beginning Balance	6/30/2020	\$288,825.32
liquid fuels deposit Disbursements Traffic Signal Maintenance 2017 International (60 payments, 11/2017-10/2022)	Deposits		\$0.00	
	Interest		\$48.47	
	Disbursements		(\$2,705.64)	
	Ending Balance	7/31/2020	\$286,168.15	
			MTD	YTD
Stifel, Nicolaus & Co. - Water Reserve Fund 1		Beginning Balance	6/30/2020	\$4,389,610.46
	Change in Value		(\$2,178.74)	\$162,101.76
	Interest		\$9,897.28	\$73,123.68
	Transfer to General Fund			
	Transfer to Reserve 2			
	Ending Balance	7/31/2020	\$4,397,329.00	\$4,397,329.00
			MTD	YTD
Stifel, Nicolaus & Co. - Water Reserve Fund 2		Beginning Balance	6/30/2020	\$32,892.29
	Change in Value			
	Interest		\$2.99	\$174.49
	Deposit - 10%			
	Transfer to General Fund			
	Ending Balance	7/31/2020	\$32,895.28	\$32,895.28



**Borough of Chalfont
JUNIOR COUNCILPERSON/
YOUTH COMMITTEE
APPLICATION**



July 2020 Public Works Committee Streets/Parks

Members: Marilyn Jacobson, Michael Kelly, Mark Glidden, Shawn Curran

Agenda Item:

Scheduled: Chalfont Evening cancelled due to Covid 19

Projects Update:

- Chestnut Street Park Upgrade: Playground and trail installation complete
- Neshaminy Greenway Trail connecting Bishop Park, Forest Drive, Bristol Road to Upper State via the Neshaminy. Construction continues.
- Bristol Road closed to traffic between Forest and Upper State for bridge reconstruction and trail construction through the end of August.
- Patriot Place streets resurfacing project in the amount of \$225,603.50 completed by Bray Brothers, Inc. completed.
- Westview Avenue to be resurfaced at completion of Chalfont View.
- 152 South resurfacing project completed.

Other Items:

- Stormwater replacement to be done prior to street resurfacing. Shadow Ridge (\$1.9 million) & Lindenfield (\$2.2 million). H2O grant applied for Lindenfield.
- Bristol Road Extension is in Preliminary Design with construction as early as 2024. .
- Considering pedestrian crossing options at Moyer and Butler.
- In discussion with LVRC concerning field maintenance and access.
- Bench in Honor of John Abbott's service to the Borough is in place. Concrete pad to be poured in early August.

Grants:

- **DVRPC Tap Grant Funded: Neshaminy Greenway Trail (Bristol to Upper State) (\$2,200,000)** NBT is in charge of grant. Construction has begun..
- **C2P2 Grant \$144,700.** Playground Structure & trail replacement in Chestnut Street Park. Borough will match with Recreation fund monies.. Installation nears completion.
- **TCDI planning grant (\$50,000) Awarded** by DCNR for Parking Consolidation and Streetscape. Presentation will be given at July meeting.
- **H2O PA Program Grant (\$1.559, 514)** for the replacement of Stormwater facilities in Lindenfield.
- **PA DCED Greenways, Trails and Recreation Program (\$287,500:** for 3 of 4 sections of the Northern Neshaminy Greenway Trail. Grant in the amount of \$250,00 with 15% match (\$37,500). Application completed.

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
BOROUGH PROJECTS				
4300-65	NPDES Stormwater Permit for Municipal Separate Storm Sewer Systems (MS4s)	Permit required of MS4s (which the Borough is considered), which requires Borough to develop, implement and enforce a stormwater management program to reduce the discharge of pollutants to their storm sewer system.	<p>CKS made a presentation on the program, current status, and upcoming requirements at the September 13, 2016 Council Meeting. Upcoming requirements include a NOI (permit application) be submitted by 9/16/17 for the next five-year period; municipalities having a TMDL must apply for an Individual Permit instead of a General Permit; and TMDL Strategy Plans and Pollution Reduction Plans (PRP) are required for the following watershed requirements:</p> <ul style="list-style-type: none"> - Neshaminy Creek: TMDL for Sediment, PRP for Total Phosphorus and Appendix B for Pathogens; - West Branch Neshaminy Creek: PRP for Total Phosphorus <p>CKS provided update to Council concerning NOI Preparation at the July 11, 2017 meeting. Borough advertised TMDL and PRP plans for public comment. CKS completed renewal application, PRP and TMDL plans and submitted the documents to PADEP on September 11, 2017. Comments from PADEP have been received on the TMDL and PRP Plans. Those comments were in a letter dated June 7, 2018. CKS has addressed those comments. The revised TMDL Strategy Plan and PRP have been approved by Borough Council and the public comment period concluded February 14, 2019. CKS has sent the revised plan to PADEP.</p> <p>CKS completed the Borough's Annual Progress Report (July 2018 – June 2019) and submitted it to PADEP on September 9, 2019. A review was completed by PADEP and comments were issued December 19, 2019. The PADEP comments will be addressed throughout the next progress period and within the next report submission due September 30, 2020.</p>	

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
4300-157	2020 Road Program	<p>Project involves mill and overlay of the following roads:</p> <ul style="list-style-type: none"> • Patriot Drive • Independence Way <p>Project will also include the paving repair to the intersection of Marian Road and Pleasant Avenue.</p>	<p>CKS completed a project scope of work and construction cost estimate. Project is estimated to cost \$235,735. CKS has been authorized to prepare documents for bidding in early 2020.</p> <p>Bids were opened February 18, 2020. There were ten bidders on the project. The low bid was submitted by Bray Brothers in the amount of \$225,803.50. Council awarded the project to Bray Brothers at their March 10, 2020 meeting.</p> <p>Project is nearly complete. Patriot Drive and Independence Way paving is complete, and the Marian Road intersection should be finished by the end of week (August 7).</p>	
4349	Chestnut Street Park Improvements Project	<p>Improvements to the Chestnut Street Park include:</p> <ul style="list-style-type: none"> • new tot lot • new playground • bituminous trail • other site amenities 	<p>Borough received a grant from the DCNR for the project in the amount of \$144,700. Project is estimated at \$290,000.</p> <p>CKS has completed the project design. The NPDES Stormwater Permit has been secured and a review of the bid portion of the project has been completed by DCNR. The purchase of playground equipment through Sourcewell is to be considered by Council on January 14, 2020. The amount of that contract is \$203,908. The trail/site portion of the project will be publicly bid. Bids were opened February 4, 2020 and the low bidder was RG Rutherford, LLC with a base bid of \$79,989.51 and a combined base bid plus add/alternate bid items of \$114,765.82. Council awarded the project to RG Rutherford at their meeting on February 11, 2020. Both site/trail construction by Rutherford and playground/tot-lot construction are complete, with the exception of a few minor items. CKS to coordinate final inspection by DCNR.</p>	

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
DEVELOPMENT PROJECTS				
4323	Showalter - Mill Building Land Development	Land Development Application	Revised plans have been submitted for the project with a date of October 19, 2006; last revised January 2, 2008. CKS completed a review of those plans and issued a letter dated January 7, 2008 (6 th review). Applicant appeared before Zoning Hearing Board on July 19, 2007 and received several variances for relief from ZO setback requirements and a Special Exception to permit the relocation of a sanitary sewer line in a floodplain. Borough Council granted Conditional Preliminary Plan Approval for the project on January 8, 2008.	Developer to address comments in CKS letter dated January 7, 2008.
4405	Chalfont Crossing Land Development (formerly known as the Rite Aid Project)	Development of the southwest corner of Bristol Road and Route 202. Project proposes 50 townhome units (reduced from 54 units) and a 4,000-sf retail building. Project is located in the Borough's newly adopted Butler Avenue Gateway Commercial Overlay Zoning District.	Borough Council granted Final Plan Approval of the "Rite Aid" project, with conditions, at their meeting on July 14, 2009. For various reasons, the project did not go forward. The developer has since submitted a plan proposing a "Giant Convenience Store" with fuel station in place of the Rite Aid building, and nothing in place of the school previously proposed, leaving that portion of the site available for future development. New Land Development Plans, dated February 14, 2014, have been submitted for review. CKS completed a review of those plans and issued a letter dated April 4, 2014, with comments. The Borough Planning Commission recommended approval of the plan at their April 2014 meeting. Council granted conditional Land Development approval at their May 2014 meeting. Council also voted to approve an amendment to the Overlay Zoning District Ordinance to accommodate the proposed changes and eliminate the potential for apartments. Revised Land Development Plans have been submitted to address the conditions of approval. CKS reviewed those plans and issued a letter dated October 20, 2014, with comments. (CONTINUED)	

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
4405 (Cont'd)			<p>It now appears the Giant Convenience Store project is not going forward and the Borough has received a proposed Sketch Plan and Zoning Text Amendment from Envision development group for the property. Envision is proposing a development consisting of 54 townhomes, a small retail store, and a donut shop. The project will require further revisions to zoning to permit townhomes. The concept was considered by the Planning Commission on July 6, 2016 and Council on July 12, 2016. An amendment to the Gateway Overlay Zoning District has been drafted by the Borough to allow the use of townhomes. Council approved the amendment at their meeting on November 8, 2016. Land Development Plans dated November 15, 2018 have been submitted for review. CKS completed a review of those plans and issued a letter dated January 17, 2019, with comments.</p> <p>The Developer presented the project at the Planning Commission on January 28, 2019 and Council on February 12, 2019 to receive feedback on the project plus present an alternate proposal involving 62 homes with no commercial space. It appears the all-residential alternative is what the Developer is now proposing. An amendment to the Overlay Ordinance has been drafted to permit an all-residential alternative. The Ordinance amendment was considered by the PC at their meeting on May 20, 2019 and June 24, 2019, and Council approved the ordinance amendment on June 11, 2019. A set of revised plans proposing 61 townhomes was submitted, dated November 15, 2018, last revised July 29, 2019. CKS completed a review of those plans and issued a letter dated August 21, 2019, with comments. The Borough Planning Commission recommended conditional final approval of the plans at their August 26, 2019 meeting. Plans have been submitted to PennDOT in conjunction with a HOP application for the project. PennDOT completed a review of the documents and issued a letter dated September 27, 2019, with comments to be addressed. Council conditionally approved the Land Development proposal at their meeting on November 12, 2019. Revised plans have been recently submitted, dated last revised June 10, 2020 addressing the conditions of approval, as well as CKS's prior review. CKS completed a review of those plans and issued a letter dated June 30, 2020 with comments. The NPDES Stormwater Permit has been issued for the project. Agreements are being prepared.</p>	

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
4389	Belle Property (Moser Group) Apartment Development	Project proposes to redevelop the former Chesterfield Academy School site by converting existing building into 4 multiplex apartments and 18 townhomes. (Project formerly proposed 25 garden apartments and 4 townhouses)	<p>The project was considered by Borough Council on July 12, 2016 and the Council granted conditional approval. Revised plans addressing the Conditions of Approval and CKS's prior review have been submitted. These plans are dated November 24, 2015, last revised September 20, 2018. CKS completed a review of the plans and the conditions of approval have been addressed along with CKS's prior comments.</p> <p>Development Agreements have been executed. A preconstruction meeting was conducted June 17, 2019. The easement for trail and storm sewer has been secured from adjacent Aquarium Pharmaceuticals and the \$10,000 fee-in-lieu of recreation has been paid to the Borough. Site construction has begun.</p>	
4394	Patriot Station at Chalfont (131 North Main Street)	Land Development proposing the redevelopment of the former Brighten Place and St. James Church site with 68 (transit oriented) apartments, and a restaurant in the "historical" portion of the church.	<p>The Borough drafted a Zoning Overlay District Ordinance to encourage transit-oriented and multi-property redevelopment of the area. The Ordinance was approved by Borough Council in August 2014.</p> <p>The Borough Council considered this project at their meeting on May 12, 2015 and granted Conditional Approval of the project. Revised plans (dated, last revised February 18, 2016) were submitted for review. CKS completed review of those plans and issued a letter dated March 25, 2016 with comments. Revised plan sheets addressing CKS's comments were received and found acceptable. Plans for recording and construction have been provided. The PennDOT Highway Occupancy Permits for the project have been secured. Agreements have been executed and a pre-construction meeting was held June 24, 2016.</p> <p>Site construction associated with Phase 1 is complete. CKS issued a final Punch List on June 8, 2017. Developer has addressed physical work items on Punch List. As-built plans have been provided and distributed. The maintenance security has been posted and dedication of improvements within easements has occurred. Borough Council approved the close-out of the maintenance security for Phase 1 at their March 10, 2020 meeting.</p>	Phase 2 improvements

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
4400	Chalfont View (Hellberg/Swim Club Properties) Residential Subdivision	Project proposes development of the Hellberg and Lenape Valley Swim Club tracts plus the Estes and Hopkins properties (17.5 total acres) into 58 single-family residential homes having 7,000 sf minimum lots. In addition, modifications to the adjacent Chalfont Greene Stormwater Detention Basin, along with off-site improvements including the completion of sidewalk along the west side of North Main Street from Westview Avenue to Swartley-Winkleman fields, are proposed by the project	<p>Council conducted a Conditional Use Hearing at their July 14, 2015 meeting and granted the Conditional Use of the B-13 (Village House) and B-14 (Small Village House) within the B-12 (Planned Village Development) subject to conditions. Borough Council also approved a text amendment to the Zoning Ordinance at their July 14, 2015 meeting to address zoning.</p> <p>Following the above approvals, the project proposed additional residential units on two adjacent parcels (Hopkins and Estes). As a result, an amendment to the Conditional Use approval was requested to include these parcels. The amendment was considered by Council on September 13, 2016 and approved. Council granted conditional preliminary plan approval at their November 8, 2016 meeting and conditional final plan approval on June 13, 2017. Plans dated with a last revised date of May 30, 2017 are now acceptable for recording. PennDOT HOP permits have been issued. Agreements have been executed and construction has started. CKS has also completed a review of the legal descriptions and exhibit plans for the easements and right-of-way to be secured and find those documents acceptable for processing. All off-site easement/row agreements are still pending.</p> <p>Construction has begun. Utility construction is complete. Roadway (base) paving has been performed. Home construction has begun. Developer has also begun constructing PennDOT/N. Main Street improvements. Developer is currently working on the conversion of the temporary sediment basin to the permanent bioretention basin. Final paving is anticipated this construction season.</p>	

**CHALFONT BOROUGH PROJECTS
ENGINEER'S STATUS REPORT
Last Updated August 4, 2020**

FILE NO.	PROJECT NAME	SCOPE	CURRENT STATUS	NEXT ACTION
4408	202 N. Main Street Land Development	Project proposes a new 2,130 sf two-story building with associated parking on a 0.4-acre lot. An existing 2,941 sf building is to remain. The new building will contain three garden apartments and the existing building will contain five garden apartments for a total of eight apartments.	<p>The Borough's Zoning Hearing Board granted three variances for the project to permit the lot size to be 15,825 sf (20,000 sf required by Z.O. 407.2.E.1.b); 21 feet of building separation (30 feet required by Z.O. 407.2.E.1.g); and eight dwelling units (Z.O. 707.H). Land Development Plans dated April 12, 2019 have been submitted for review. CKS completed a review and issued a letter dated June 4, 2019, with comments. Borough Planning Commission considered this project at their meeting on June 24, 2019 and recommended approval with conditions. Council granted conditional approval at the July 9, 2019 meeting. Revised plans dated last revised December 3, 2019 have been submitted for review. CKS completed a review of those plans and issued a letter dated December 19, 2019 with comments to be addressed.</p> <p>Plans dated last revised April 6, 2020 have been submitted for review. CKS completed a review of those plans and issued a letter dated April 9, 2020 indicating the plans are now acceptable. Agreements to be prepared. Escrow tabulation has been prepared and issued June 16, 2020.</p>	

JEFFREY P. GARTON
DOUGLAS C. MALONEY
THOMAS J. PROFY, IV*†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
STEPHEN A. CORR*
MICHAEL J. MEGINNISS
BREANDAN Q. NEMEC*
BRENDAN M. CALLAHAN*
SIOBHAN TIMMERMAN†
SARAH C. BRUCIE
AIMEE E. SCHNECKER
BRYCE H. McGUIGAN*
BRADLEY R. CORNETT*
KATHARINE J. WEEDER*
TRACY L. CASSEL-BROPHY*



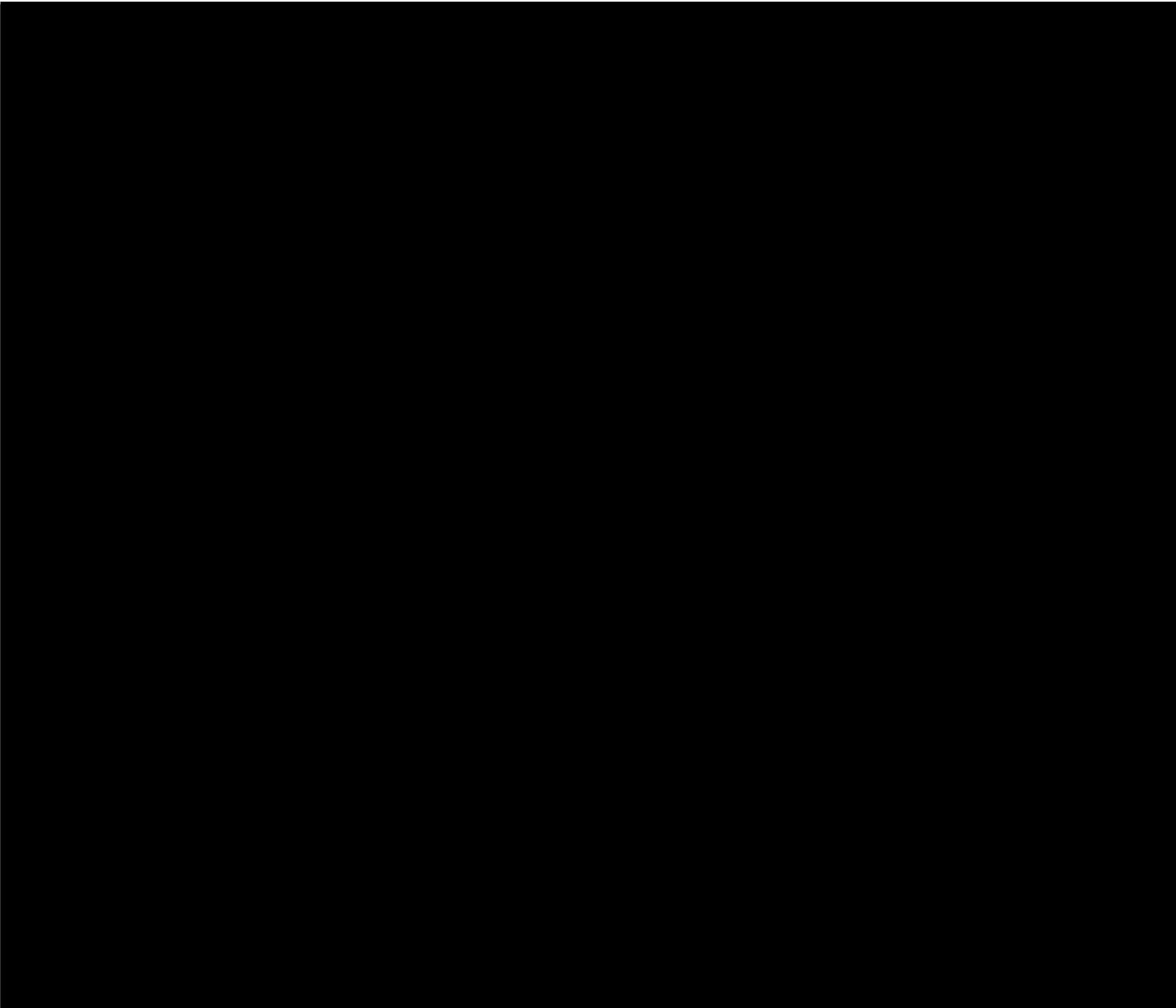
680 MIDDLETOWN BOULEVARD
P.O. BOX 308
LANGHORNE, PENNSYLVANIA 19047-0308
TELEPHONE: 215.750.0110
FAX: 215.750.0954

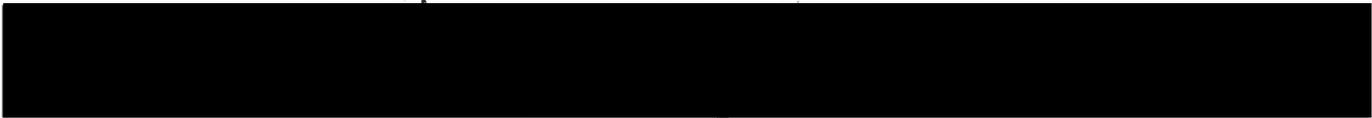
OF COUNSEL
THOMAS J. PROFY III
JOHN P. KOOPMAN
JAMES A. DOWNEY, III
SCOTT A. PETRI
FRANK A. FARRY
THOMAS E. HORA
ALLEN W. TOADVINE

NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

*Member of PA & NJ Bars
†Master of Laws (Taxation)

August 3, 2020





Very truly yours,

A handwritten signature in blue ink, appearing to read 'Michael J. Meginniss'.

Michael J. Meginniss



CENTRAL BUCKS REGIONAL POLICE

Police Activity Report – July 2020

POLICE ACTIVITY	CBRPD		Chalfont Borough		Doylestown Borough		New Britain Borough	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Total Incidents	1904	11466	412	2122	1194	7426	298	1918
ARRESTS								
Felonies & Misdemeanors	9	69	1	10	6	46	2	13
Summary Offenses	12	56	0	4	12	47	0	5
ACCIDENTS								
Reportable	9	52	3	13	5	32	1	7
Non-Reportable	15	151	2	24	13	109	0	18
TRAFFIC								
Traffic Citations	99	416	23	95	66	258	10	63
Warnings	174	629	32	120	112	423	30	86
PART I CRIMES								
01 Homicide	0	0	0	0	0	0	0	0
02 Rape	0	0	0	0	0	0	0	0
03 Robbery	0	0	0	0	0	0	0	0
04 Assault	2	12	1	3	1	7	0	2
05 Burglary	1	3	0	0	1	2	0	1
06 Larceny Theft	3	28	1	2	2	24	0	2
07 Motor Vehicle Theft	0	0	0	0	0	0	0	0
09 Arson	0	0	0	0	0	0	0	0
PART II CRIMES								
10 Forgery/Counterfeit	0	2	0	0	0	1	0	1
11 Fraud	6	40	1	11	4	24	1	5
12 Embezzlement	0	0	0	0	0	0	0	0
13 Stolen Prop-Receive, Posses	0	1	0	0	0	1	0	0
14 Vandalism	2	22	0	5	2	14	0	3
15 Weapons	1	1	1	1	0	0	0	0
16 Prostitution	0	0	0	0	0	0	0	0
17 Sex Offenses	1	4	0	1	1	3	0	0
18 Drug Violation	1	13	0	3	1	9	0	1
19 Gambling	0	0	0	0	0	0	0	0
20 Off Against Family/Child	0	0	0	0	0	0	0	0
21 DUI	1	16	0	1	1	11	0	4
22 Liquor Laws	1	3	0	0	1	3	0	0
23 Public Drunkenness	6	18	0	0	6	17	0	1
24 Disorderly Conduct	4	31	0	5	4	24	0	2
25 Vagrancy	6	24	0	0	6	23	0	1
26 All Other Offenses	4	62	0	13	4	36	0	13
Services provided and split evenly amongst municipalities								
3921 Abandoned 911	76	298	22	87	42	174	12	37
3820 Assist Motorists	8	37	2	10	6	24	0	3
3926 Check Well Being	42	197	7	20	29	150	6	27
3801 House Checks	0	7	0	1	0	2	0	4
4031/30 Traffic Enf/Speed Detail	542	2694	125	561	321	1572	96	561
9100-05, 9122 Pro-Active Patrols	261	1947	48	326	159	1223	54	398
8902/04 Live Scan - Assists, Employ.	22	55	7	18	8	19	7	18
8700/08 K9 Training and Assists	5	14	2	5	2	5	1	4
8518 Record Checks	4	17	1	6	2	6	1	5

CHALFONT BOROUGH PUBLIC WORKS REPORT August 2020

New Jersey Avenue Gate

Adjusted gates and replaced latch assembly to ensure the gate works properly for emergency vehicles.

40N. Main Street

Replaced AC drain line in office area. This line has been a recurring problem which has now been corrected.

Street Sweeping

Used the street sweeper to clean off inlet grates on August 3, in preparation of predicted heavy rain.

Tropical Storm Isaias 8/04/2020

Chalfont received approximately 7 inches of rain in a couple hour period. We have one known storm water system failure which we have temporarily repaired. A permanent repair will take place after water levels subside. The PWD will be inspecting the entire storm water system over the next 7 to 10 days to check for other possible failures. The creek was extremely high and left trees and debris throughout our park and trail system. Trees on or hanging over the trails were removed the following day. We will be performing park cleanup and repairs over the next couple of weeks to get everything back in shape. Generators were placed on multiple traffic signals for a short period of time until power was restored.



Shawn Curran
Director of Public Works
July 7th – August 6th 2020

7/28/2020

To whom it may concern,

I would like to thank you for the opportunity to participant on the EMS Board as a volunteer representing Chalfont Borough; but the opportunity is not what I'm looking for and the schedule no longer works for me.

Although a short stay, I have enjoyed meeting the board members and wish them continued success especially as the corona virus continues to be a challenge.

My last day will be in 2 weeks, Tuesday, August 11, 2020.

Sincerely,

Jacqueline Detrick-Bani

Certificate of Appropriateness *Borough of Chalfont*

DATE:

APPLICANT

LOCATION:

PROPOSED ALTERATION:

Replace siding and window trim.

BUILDING DESCRIPTION:

CERTIFICATE NUMBER:

PARCEL NO.:

BETWEEN:

The above applicant has complied with the Chalfont Historical and Architectural Review Board (HARB) process. Approval is hereby granted to perform the work listed above. If not completed within one year from the above date, this permit is void, and a new application must be submitted. The owner specifically gives the Building Inspector or designated official the right to inspect the work during progress and completion.

Notes and/ or other conditions of approval:

Window trim will replace existing shutters.

8/03/2020
Date of Issue

Borough Official



MEMORANDUM

Date: August 7, 2020
To: Shawn Curran, Manager, Chalfont Borough
From: Kent Baird, AICP, Community Planner
Reference: e-RACP Application: Chalfont Borough Regional Redevelopment Project

Summary

Per our discussion, the application for funding from the PA Redevelopment Assistance Capital Program (RACP) is submitted entirely online. As a result, the formatting of any template used to prepare for submission can have a generic and clinical look. After the submission of this information, the Commonwealth will review and if considering approval, will require Chalfont to submit another application, considered the 'Formal Application.'

Attached please find Chalfont Borough's draft e-RACP Application for the *Chalfont Borough Regional Redevelopment Project*.

The draft application package includes:

1. Single Application for Assistance narrative. This narrative will be entered into the online PA Single Application for Assistance grant portal.
2. RDA 300/301 Forms. These forms will be uploaded to the online grant portal.
 - Please sign and date both the 300 and 301 documents where prompted to at the bottom of the page.
 - Please add your municipal seal to the 301 document at the bottom of the page.

Please feel free to contact me with questions or comments.

RACP Grant Application: Chalfont Borough Regional Redevelopment Project
Chalfont Borough

Single Application For Assistance

APPLICANT

Applicant Type: Government

Applicant Name: Chalfont Borough

NAICS Code:921110

FEIN/SSN Number: 23-6005019

DUNS Number: 155425978

CEO: John Engel, Council President

SAP Vendor #: not required

Contact Name/Info: Shawn Curran, Borough Manager / 215-822-7295 x201 /
scurran@chalfontborough.com/ 40 North Main Street, Chalfont, PA 18914

Enterprise Type: Government

COMPANY

Current # of Full Time Employees: *In PA 6, World Wide 6*

Minority Owned: No

Woman Owned: No

Total Sales: 0

Total Export Sales: 0

R&D Investment: 0

Employee Training Investment: 0

PROJECT OVERVIEW

Project Name: Central Bucks Regional Police Facility

Is this project related to another previously submitted project? Yes

If yes, indicate the previous project name: Central Bucks Regional Police Facility

Have you contacted anyone at the Office of the Budget about your project? CONTACT Monday 10th

If yes, indicate who: Tom Carter, Assistant Director/ Program, Planning & Oversight at the Bureau of Revenue, Capital and Debt- Governor's Budget Office. Holli J. Reidlinger (per Tom's email)

PROJECT SITE

Address: 229 N. Broad Street and Doyle Street, Doylestown Pa, 18901

Municipality: Doylestown Borough

PA House: Wendy Ullman (143)

PA Senate: Steven Santarsiero (10)

US House: Brian Fitzpatrick (8)

Current Employees: **37**

Jobs to Be Created: 0

Designated Areas: Brownfield

NARRATIVE

How does this project provide a benefit or improvement to a community? ♦

Identify a problem or need in the community (cultural, recreational, historical, civic). Indicate how that will be rectified with this project's completion. Character Count: 0/1000 characters

Chalfont Borough, Bucks County, seeks support for the shared adaptive reuse and redevelopment of a portion of a 1930's era maintenance facility into a new Central Bucks Regional Police Department. The proposed project will benefit three municipal partners: Chalfont, New Britain and Doylestown boroughs. Each town is undergoing major revitalization with hundreds of new residents expected. Each town is committed to eliminating policing redundancies and to increasing collaboration among the boroughs. When complete, the proposed project will include the historically sensitive, redevelopment of 13,600 square feet of a functionally obsolete building and provide new and adequate space for thirty-seven (37) employees, meetings, and parking, currently sharing 6,575 sq. ft. with other local municipal facilities.

What will this project entail? ♦

Give a complete project description. Indicate the construction, renovations or improvements that will take place. Indicate what properties will be used or purchased for use. Character Count: 0/1000 characters

The proposed Chalfont Borough Regional Redevelopment Project consists of the historically sensitive, redevelopment of portions of an existing, functionally obsolete building, with frontage on N. Broad and Doyle streets, in Doylestown Borough. When complete, the project will include new staff offices, lobby, locker rooms, restrooms, meeting and training rooms, retention/holding areas, and parking for the Central Bucks Regional Police Department. Design and engineering are in the final stages, and contractor bidding will be complete by time of potential funding award. Chalfont Borough seeks funding support of the project's remaining costs: construction, architecture inspection, and construction management.

How do you plan to use the funds? ♦

Should include specific use of funds and reflect the budget provided with the application. Character Count: 0/1000 characters

Chalfont Borough plans to use RACP funds to share in the cost of redeveloping portions of an existing functionally obsolete building. Together with partners New Britain and Doylestown boroughs, Chalfont will co-fund the project to consolidate the Central Bucks Regional Police Department into 13,600 square feet. Design, engineering and bidding of the space is nearly done. The remaining project cost for construction, architectural inspection, and construction management of the space is estimated to be \$4,641,297.15. When complete, the project will provide for thirty-seven employees: new staff office and administrative space, new locker rooms and restrooms, evidence and archival space, lobby and restrooms, retention areas, unique juvenile space, and conference and training rooms. Chalfont requests \$1,105,070.75 to support the project (23.81% of the project cost) and will provide

\$442,028.30) in matching funds, supported by more than \$3,094,198.10 from Doylestown and New Britain boroughs.

Project Schedule and Key Milestones and Dates ◆

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project. Character Count: 0/1000 characters

The completion of the proposed project is expected in February, 2022. There are several key milestones anticipated. Redevelopment designs of the building were completed in June of 2020. The project went out to bid, initial bids were received, and the bid is anticipated to close in August, 2020. With RACP funds anticipated in 4-8 months, the Borough and its partners will pursue a construction start date in as soon as possible with completion in 16 months.

Grant Award/Agreement Execution	November 2020- March 2021
Acquisition	Completed (2/11/2020)
Project Design	Completed (6/08/2020)
Step 1 Remediation & Demolition	Completed (6/16/2020)
Bidding	July 22, 2020- 8/17/2020
Permitting	NPDES Permit outstanding, expected w/in ~60 days.
Redevelopment Start (CBRPD)	November 2020
Construction Close-Out (CBRPD)	February 2022

BUDGET

Spreadsheet: [Online](#)

Budget Narrative ◆

The narrative must specifically address each of the cost items identified in the Budget Spreadsheet. Character Count: 0/2000

The proposed budget for the Chalfont Borough Regional Redevelopment Project includes the final redevelopment construction, architecture inspection, and construction management of a specific 13,600 square feet portion of a larger redevelopment project. Through architect and engineer input, the regional partnership of Chalfont, Doylestown, and New Britain boroughs prepared a budget, which includes the full design, site work, and construction of the Central Bucks Regional Police Department space. From this budget, the final eligible items are estimated to be: \$4,300,403.00 for construction, \$51,330.00 for architectural inspections, and \$68,550.00 for construction management. Final determination of these figures is anticipated for the week of August 17th when final contractor bidding and construction estimates are delivered. Chalfont requests \$1,105,070.75 to support the project (23.81% of the project cost) and will provide \$442,028.30 in matching funds, supported by more than \$3,094,198.10 from Doylestown and New Britain boroughs. Matching funds from the project partners will be directed to the shared costs of the Police Station.

[BUDGET FINALIZE]

ADDENDA

Section 1. Project Viability

1. Fill in your Itemization information.

Click the below link for a list of available itemizations. Identify the appropriate itemization and enter the Item No. in the "primary" box below. The related information will then automatically populate. If an additional itemization is necessary, enter a second Item No. in the "alternative" box. Special note: Act 77 of 2013 imposed a 10-year sunset provision for itemizations between their enactment date and the date of the RACP grant award.

The Item No. can be found in Column B of this [Excel spreadsheet link](#).

Primary (Autofill)

Enter Item# 8023

County - **Bucks**

Municipality – **Chalfont Borough**

Project Description - **Acquisition, construction, infrastructure, pedestrian enhancements and other costs related to transit-oriented development and downtown revitalization.**

Act Amount – **10,000,000.00**

Available Amount - **9,000,000.00**

Alternative (Autofill)

Enter Item#

County -

Municipality -

Project Description -

Act Amount -

Available Amount -

2. Financial Necessity.

What were the factors that the Candidate relied on to arrive at the requested amount? 

Character Count: 0/1000 characters

The requested amount is the result of architect and engineer estimates for the redevelopment of the 13,600 square feet portion of a larger redevelopment project. Chalfont Borough seeks support for the shared regional redevelopment of the 13,600 square feet to consolidate the Central Bucks Regional Police Department, to service the revitalizing boroughs of Chalfont, New Britain and Doylestown. Chalfont is not financially able to carry its own police department. Significant analysis, and even acquisition negotiations for alternative police stations, left Chalfont with the better collaborative option of partnering with Doylestown and New Britain. Project engineers and architects estimate the cost of the larger redevelopment to be \$7,960,000.00 and the final eligible costs of the 13,600 s.f. to be \$4,420,283.00 (not including contingency). The partnership of New Britain and Doylestown, Chalfont will co-fund and maintain the regional police facilities for the benefit of all.

3. Is your RACP total project cost at least \$1,000,000?

4. Are at least 50% of the total project cost paid for by another non-state funding source?

5. Will your project be completed by the 1st day of the submission period for this round?

(generally determined by the issuance of the occupancy permit, if any) ◆

6. Is the anticipated construction start date within 1 year of the last day of the submission period for this round? ◆

7. Indicate that you have reviewed the RACP Key Compliance Items and you acknowledge and agree to follow these items.

A. [Link](#) ◆

8. Is your project eligible for City Revitalization and Improvement Zone (CRIZ) benefits? ◆

9. Can your project be funded through other State programs (i.e. PENNDOT and PENNVEST)? ◆

A. If yes, does your project fit one of the following exceptions; when associated with a project that is part of an economic development project stormwater, water and sewer infrastructure or tunnels, bridges or roads? Character Count: 0/1000 characters

The Chalfont Borough Regional Redevelopment Project is difficult to fund otherwise.

10. Please indicate the status of Site Control (for example, leasing arrangements, sales agreement, recorded deed, etc.). ◆ Character Count: 0/1000 characters

The proposed Chalfont Borough Regional Redevelopment Project will be located on and in real property owned by Doylestown Borough. Partnership agreements for the use of the described 13,600 square feet are in place currently.

11. Is the project located in one of the designated areas?(KOZ, KOEZ, KIZ, KSDZ, EZ, KOIZ) ◆

12. Is the project a redevelopment of Blight/Brownfield/Reclamation? ◆

13. Indicate below whether the project is comprised of any of these Strategic Clusters

A. Biotech/Pharmaceutical/Life Science ◆

B. High Tech & Advanced Manufacturing Materials ♦

C. Energy Extraction & Mining ♦

D. Business & Financial and Service ♦

E. Healthcare/Medical Research and/or Education ♦

F. Agriculture ♦

14. Does your project involve any housing construction? If yes, elaborate below.

(Housing projects are only eligible when specialized funding is approved and remains unused under Acts 87 of 2005 & 82 of 2010. Outside of this special funding housing projects are only eligible if they support and generate economic activity and are part of a community revitalization plan.) ♦ Character Count: 0/1000 characters

No, the project does not include any housing construction.

Section 2. Source & Uses of Funds (RDA Forms)

15. Download and Complete RDAs & Construction Cost breakdown Document ♦

[Download](#) RDAs & Construction Cost Document

16. Qualified Professional

The Capital Facilities Debt Act requires a RACP grant candidate to identify who produced the cost estimates for their project. It further requires that such project cost estimate must be prepared by a qualified professional. Please identify who prepared the project's cost estimate, and give their title and/or professional qualifications below ♦ Character Count: 0/1000 characters

James P. Dougherty, P.E., Doylestown Municipal Engineer and Senior Project Manager for the engineering firm, Gilmore & Associates, Inc.

Section 3 Involved Organization

(Candidate normally the beneficiary of the grant)

17. Candidate's Board President or Top Executive or Officer

(If a grantee is not known, this is whom the RACP letter will be directed).

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number ♦

Character Count: 0/1000 characters

Borough of Chalfont, John Engel Council President, 40 North Main Street, Chalfont, PA 18914, jengel@chalfontborough.com, 215-822-7295

18. Candidate's person to contact for project information

(if different from above)

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number ♦
Character Count: 0/1000 characters

Borough of Chalfont, Shawn Curran, Borough Manager, 40 North Main Street, Chalfont, PA 18914, scurran@chalfontborough.com, 215-822-7295 x201

19. Grantee's Chief Elected Official or Officer

(This is to whom the RACP letter will be directed).

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number ♦
Character Count: 0/1000 characters

Borough of Chalfont, John Engel Council President, 40 North Main Street, Chalfont, PA 18914, jengel@chalfontborough.com, 215-822-7295

20. Grantee's Contact Person

(if different from above)

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number ♦
Character Count: 0/1000 characters

Borough of Chalfont, Shawn Curran, Borough Manager, 40 North Main Street, Chalfont, PA 18914, scurran@chalfontborough.com, 215-822-7295 x201

21. Please list the amount of any prior RACP Grants (if none, enter \$0.00) (\$X,XXX,XXX.00) ♦

22. Please identify prior RACP grants awarded to the entity applying for the grant or a related candidate.

Provide the grant ME number (300-XXXX), name of the project, award amount, and the recipient for each prior grant. If the past recipient is not the current candidate, provide the connection to the current candidate (If no prior grants, enter none). ♦ Character Count: 0/1000 characters

ME number: 1526-00, Project: Chalfont Police & Municipal Parking Facility was awarded \$1,000,000 to Chalfont Borough in 2015; funding released 9/29/2016 in the amount of \$968,742. Chalfont Borough analyzed and pursued the acquisition and renovation of a defunct historic fire station to establish a local police station and municipal parking area. The Municipal Parking is complete however, the condition 2,892 square foot building was deemed too costly to renovate for the current space and design needs of a police station. When reanalyzed, the structure was immediately supportive the economic revitalization identified in the Borough Revitalization Plan.

23. Other commonwealth Assistance

A. Have you or a related company received an economic benefit in the form of a grant, loan or tax credit from a Commonwealth program within the last 2 years for this project? ◆

If so, please provide details Character Count: 0/1000 characters

Pa DCNR- Chestnut Street Park grant award \$144,700. Total project estimated cost 289,400— grant funds were awarded to the rehabilitation and further development of Chestnut Street Park. Work is to include construction of pedestrian walkways, installation of play equipment with required safety surfacing and rain garden, ADA access, landscaping, project sign and other related site improvements.

Shared Parking Study – \$50K—while not directly derived from the Commonwealth, a DVRPC administered Transportation and Community Development Initiative (TCDI) grant was received to support the preparation of a planning study to reveal pedestrian safety, streetscape and shared parking improvements for economic development in Chalfont Borough.

B. Do you or a related company currently have an application for economic benefits in the form of a grant, loan or tax credit pending with a Commonwealth program for this project? ◆

If so, please provide details Character Count: 0/1000 characters

Pa DCED Greenways, Trails and Recreation program (GTRP) 2020 Application \$249,971—the Northern Neshaminy Greenway Trail Project application describes an 8 ft.-wide bituminous multi-use trail along the west bank of the North Branch of the Neshaminy Creek to provide pedestrian and bicycle connections to neighborhoods and parks, as well as the sidewalk leading to the Chalfont Borough SEPTA train station. When complete, the trails will promote a healthy lifestyle of walking and bicycling, for transportation and recreation, and the project greenway corridor will help protect water quality and scenic and natural resources.

RDA-300	Commonwealth of Pennsylvania REDEVELOPMENT ASSISTANCE CAPITAL PROJECT SOURCES OF FUNDS	Date Received
	Version: February 2018	ME No.
The latest status of this project is: <input checked="" type="checkbox"/> Pre-Award Application <input type="checkbox"/> Post-Award Application <input type="checkbox"/> Grant Agreement	This RDA filing, as it applies to the project's "status" at left, is a/an: <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION No. <input type="checkbox"/> <input type="checkbox"/> AMENDMENT	State Consultant Firm

PROJECT INFORMATION							
PROJECT NAME	Chalfont Borough Regional Redevelopment Project			PROJECT PHASE	I	OF	I
GRANTEE	Borough of Chalfont						
SUB-GRANTEE(S)							
County	Municipality	Municipal Population	Legislative Districts		RACP Construction Schedule		
Bucks	Borough of Chalfont	4,009	House	Senate	Start Date	End Date	Duration in months
			144	10	1/1/20	12/31/24	60

OFFICIAL CONTACT PERSONS			
Chief Elected Official or Officer of Grantee		Contact Person (normally the person from the entity at left that is most familiar with the project; enter "Same" if same person & provide email address)	
Federal ID No.	23-6005019	Name & Title	Shawn Curran, Borough Manager
Name & Title	John Engel, Council President	Organization	Chalfont Borough
Organization	Chalfont Borough	Address	40 North Main Street Chalfont, PA 18914
Address	40 North Main Street Chalfont, PA 18914	Phone	215-822-7295
Phone	215-822-7295	Email address	scurran@chalfontborough.com
Email address	jengel@chalfontborough.com		

FUNDING SOURCES					
Type	Amount	Description	Secured?	Unsecured? or Other?	
REDEVELOPMENT ASSISTANCE FUNDS	\$1,105,070				
MATCHING FUNDS	\$3,536,226				
A. Local Funds		\$1,547,099 Doylestown Borough	Yes		
		\$442,028 Chalfont Borough	Yes		
		\$1,547,099 New Britain Borough	Yes		
B. Private Funds					
C. Land					
Attach Appraisal					
D. Federal Funds					
E. Other					
TOTAL FUNDS	\$4,641,296				

Attach an explanation about any state or federal funds the project has received in the past or will receive in the future that are not being counted as matching funds

PROJECT ADMINISTRATION			
Will the Applicant administer the project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will the Applicant designate a Project Administrator?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other? <input type="checkbox"/> Yes <input type="checkbox"/> No
Administrators:	Applicant's Staff	Shawn Curran, Borough Manager	
	Sub-Applicant's Staff	_____	
	Designated Administrator	_____	
Are Cooperation Agreements attached?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Status:	_____

APPLICANT'S AUTHORIZATION	
To the best of my knowledge and belief, data in this application are true and correct and the submission of the application has been duly authorized by the governing body.	
<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>
Signature & Title of Authorized Official	Date

RDA-301		Commonwealth of Pennsylvania REDEVELOPMENT ASSISTANCE CAPITAL PROJECT USES OF FUNDS			Date Received	
					Version: February 2018	
The latest status of this project is:		This RDA filing, as it applies to the project's "status" at left, is a/an:			ME No.	
<input checked="" type="checkbox"/> Pre-Award Application <input type="checkbox"/> Post-Award Application <input type="checkbox"/> Grant Agreement					<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION No. <input type="checkbox"/> <input type="checkbox"/> AMENDMENT	
PROJECT NAME		Chalfont Borough Regional Redevelopment Project			PROJECT PHASE	
GRANTEE		Borough of Chalfont			I OF I	
SUB-GRANTEE(S)						
LINE ITEM	BUDGET CATEGORY	RACP REIMBURSEMENT	MATCH ONLY	TOTAL		
1	Operation & Maintenance	Typical Match				
2	Administration	Typical Match				
3	Legal	Typical Match				
4	Financing/Accounting	Typical Match				
5	Interest During Construction					
6	Architectural/Engineering	Typical Match				
	A. Feasibility Study	Typical Match				
	B. Surveys	Typical Match				
	C. Design	Typical Match				
	D. Inspection Services	Typical Match				
	E. Other (Specify)	Typical Match				
7	Permits					
8	Land (if used, entries A., B., or C. below should reflect the [planned] ownership <u>at commencement of the RACP project construction</u>)					
	A. Grantee owned (value)					
	B. Sub-Grantee owned (value)					
	C. 3rd Party owned (value)					
	D. Easement Cost					
	E. Other Land Costs (Specify & itemize below)					
	i.					
ii.						
iii.						
9	Construction (Attach construction cost breakdown)		\$1,105,070	\$3,315,213	\$4,420,283	
	A. Contingency (____ % of Construction)		Typical Match	\$221,013	\$221,013	
10	Other (Specify & itemize below)					
	A.					
	B.					
	C.					
	D.					
TOTAL PROJECT COST			\$1,105,070	\$3,536,226	\$4,641,296	
APPLICANT'S AUTHORIZATION				COMMONWEALTH'S APPROVAL		
Approval of the Project Financing Plan is hereby requested.				The Project Financing Plan is hereby granted.		
SEAL	Applicant	Borough of Chalfont		Commonwealth of Pennsylvania Office of the Budget		
	Signature of Authorized Official			Signature of Authorized Official		
	Title	Borough Manager		Title		
	Typed or Printed Name	Shawn Curran		Typed or Printed Name		
	Date			Date		

RESOLUTION NO. 2020-08

**RESOLUTION OF THE BOROUGH OF CHALFONT AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
BOROUGH AND
COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

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

WHEREAS, Comcast currently holds a cable franchise from the Borough by virtue of a cable franchise agreement dated April 8, 2008; and

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

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

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

WHEREAS, the Borough held a public meeting wherein the subject of cable franchise renewal was discussed with respect to the Borough’s future cable-related community needs; and

WHEREAS, the Borough 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 Borough, after affording the public the 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;

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

RESOLVED this ____ day of _____, 2020.

ATTEST:

BOROUGH OF CHALFONT

President, Borough Council



**Summary of the FCC’s Recent Third Report and Order
Regarding Cable Franchise In-Kind Benefits
August 8, 2019**

On August 1, 2019, the Federal Communications Commission (“FCC” or “Commission”), in a 3-2 vote, approved its Third Report and Order, formally titled “In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act” (“Order”). This Order will have a significant impact on our clients with respect to their cable franchise benefits and obligations. The Order is the result of a notice and comment proceeding in which numerous local governments, national municipal organizations, cable operators, and cable industry associations participated. Our law firm submitted comments on behalf of several clients. The following is a brief summary of the salient issues in the 85-page Order.

The underlying premise of the Order is that all in-kind, non-capital cable company contributions to local governments fall within the five percent (5%) franchise fee and therefore must be offset against franchise fee payments. The Order defines “in-kind cable-related contributions” as “...any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to, free or discounted cable service to public buildings, non-capital costs in support of PEG access, and costs attributable to the construction, maintenance, and service of I-Nets. It does not include the costs of complying with build-out and customer service requirements.” (Fn. 42) The key practical effects of ruling are as follows:

PEG Channels and PEG Financial Support

The Order finds that the “costs associated with PEG channel capacity” are in-kind costs that fall within the definition of franchise fees. (¶42) In other words, the cost of the PEG channels themselves, separate from financial support for PEG channels, may be offset against franchise fee payments. In contrast to the Commission’s Notice of Proposed Rulemaking (“NPRM”) that commenced this proceeding, however, the FCC declined to decide whether PEG channel capacity is a capital cost and, if so, what valuation method to use to determine the cost. The Order states: “While we find that the costs associated with the provision of PEG channel capacity are cable-related, in-kind costs that fall within the definition of ‘franchise fee’, **we find that the record is insufficiently developed** to determine whether such costs should be excluded from the franchise fee as a capital cost under the exemption in Section 621(g)(2)(C).” (emphasis added) This is good news, at least in the short term, for municipalities that have active PEG channels.

With respect to PEG financial support, the Commission maintains its longstanding rule, derived from Section 611 of the Cable Act, that contributions for PEG capital costs are exempt

from franchise fees and may not be offset against franchise fee payments. The definition of “capital costs” in the Order is actually a slight improvement over the FCC’s old definition, in that it describes such costs as “costs incurred in acquiring or improving capital assets for PEG access facilities.” (¶33) This appears to include all equipment used to support PEG channels and the production of local programming: “[W]e believe at the present time that the definition of ‘capital costs’... includes equipment purchased in connection with PEG access facilities, even if it is not purchased in conjunction with the construction of such facilities.” Id. Cable operator financial support used for PEG operations, on the other hand, may be offset against franchise fees.

Finally, there was some question as to whether the costs of transport facilities for PEG channel signals may be offset against franchise fees. The Commission found that they may not: “[T]he installation of transport facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system—PEG transport—does not count toward the five percent franchise fee cap... Although we agree that the costs associated with the use of transport lines for ‘episodic’ or ‘short-term’ PEG programming is an operating cost that is subject to the franchise fee cap, we decline to establish a fixed quantity of PEG transport return lines that is ‘adequate’ under section 621(a)(4)(B).” (¶49)

Institutional Networks or I-Nets

Unlike PEG channel capacity and PEG capital costs, the Order finds that the value of I-Nets may be offset against franchise fee revenue at this time. The Order states: “We find that the costs associated with the construction, maintenance, and service of an I-Net fall within the five percent cap on franchise fees. Such costs are cable-related, in-kind contributions...” (¶55) The Commission acknowledges that I-Nets are a benefit to their communities, but it concludes that “such benefits cannot override the statutory framework, which carves out only limited exclusions from franchise fees.” Id. With respect to the method for determining the value of the offset, the FCC lands squarely on the side of fair market value. It states the following:

We must address the value of other in-kind contributions, however, including free service to public buildings and I-Net contributions. We believe that fair market value, where there is a product in the market, is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates they charge customers for services they offer. Moreover, a fair market valuation reflects the fact that, if a franchising authority did not require an in-kind assessment as part of its franchise, it would have no choice but to pay the market rate for services it needs from the cable operator or another provider. (¶61)

How fair market value is actually determined remains to be seen and will certainly be a source of contention between local governments and cable operators. For local governments that currently have I-Nets provided by their cable operator(s), however, the Order is bad news indeed.

Courtesy Cable Services

The Order confirms and restates that so-called “free cable services” to municipal facilities, schools, and public libraries may be offset against franchise fees. It states: “We find that costs attributable to franchise terms that require a cable operator to provide free or discounted cable

service to public buildings, including buildings leased by or under control of the franchise authority, are cable-related in-kind contributions that fall within the five percent cap on franchise fees.” (§26) As with its discussion of I-Nets, the Order concludes that any such services must be offset against franchise fees based on their fair market value. (§61)

The FCC outlines the options available to local governments when it comes to these services: “The local franchising authority may wish to either (1) continue to receive the existing free cable service and a monetary payment of five percent minus the fair market value of that service, or (2) discontinue service and receive a monetary payment of five percent, or (3) reduce the free cable service to select municipal buildings and receive a monetary payment of five percent minus the fair market value of the reduced service.” (Fn. 251) The FCC is clearly driving home its position that local governments cannot receive free cable service in addition to franchise fees.

Implementation and Conclusion

The Order is prospective and may not be applied retroactively. (§62) For those current franchise agreements that conflict with the Order, the Commission “encourages the parties to negotiate franchise modifications within a reasonable period of time.” *Id.* In footnote 247 to the Order, it concludes that 120 days “should be, in most cases” a reasonable period of time. What happens if the parties cannot agree on changes to the franchise agreement? Here the FCC assumes that any failure to reach agreement will be the fault of the local government: “If a franchise authority refuses to modify any provision of a franchise agreement that is inconsistent with this Order, that provision is subject to preemption under Section 636(c).” (§62) Section 636(c) states simply that any franchise term that is inconsistent with the Cable Act will be deemed to be preempted. 47 U.S.C. 556(c) While the FCC may believe that this provides clear guidance as to how the Order will be implemented in practice, many questions remain.

Finally, in comments to the Commission prior to the Order, the National Association of Telecommunications Officers and Advisors (NATOA) asked the FCC to clarify that cable operators are not *required* to modify franchise agreements to comply with the Order, but rather may voluntarily choose to keep intact current franchise provisions. In response to this request, the Commission states: “We reject the request of NATOA that we clarify that this Order is ‘permissive not mandatory.’ Complying with the terms of the statute is not optional.” (Fn. 251)

The Order will take effect 30 days after its publication in the Federal Register. There is no specific timeline for Federal Register publication, but it could occur as early as mid-August. There is no doubt that the Order will be legally challenged by many local governments and municipal associations. In our judgment, most of the conclusions of the Order are not sustainable under federal law. We will be sure to address the legal issues on appeal in future client correspondence. This concludes our summary of the Order. Please feel free to contact me directly if you have any questions or concerns.

Dan Cohen
Cohen Law Group
dcohen@cohenlawgroup.org
(412) 447-0130 x11



August 3, 2020

Shawn Curran
Borough Manager/Treasurer
Chalfont Borough
40 North Main Street
Chalfont, PA 18914

RE: Franchise Agreement with Comcast

Dear Shawn:

I'm pleased to inform you that we've reached agreement (the "Agreement") with Comcast regarding a cable franchise for Chalfont Borough. Accordingly, enclosed please find the following:

1. The Agreement;
2. An executive summary of the Agreement; and
3. A recommended resolution (the "Resolution") for the Borough Council approving and adopting the Agreement; and
4. Summary of FCC Third Report and Order.

Should the Borough Council approve the Agreement and Resolution, please have the President sign the Agreement and scan/email same to me along with the signed Resolution. I'll then forward the documents to Comcast for signing of the Agreement and will ensure that return a fully-executed version of same is returned to you.

Should you or any of your elected officials have any questions or concerns regarding this matter, please don't hesitate to contact me at (412) 447-0130 ext 12.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

Enclosures



PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

August 3, 2020

Shawn Curran
Borough Manager/Treasurer
Chalfont Borough
40 North Main Street
Chalfont, PA 18914

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Shawn:

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

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

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

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

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

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

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

2. Customer Service Standards (Section 4)

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

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

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

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

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

4. Reporting Requirements (Sections 5.7 and 6.3)

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

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

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

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

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

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

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

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

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

7. EG Capital Grant (Section 7.3)

The Agreement also requires Comcast to provide the applicable party with a cash franchise grant to be used for capital expenses "in support of the production of local EG programming." The grant is to be paid to the Central Bucks School District within three months of the effective date of the Agreement and upon written request from the School District. The grant amount negotiated for the School District is \$3,300 based upon applicable factors. Comcast reserves the right as allowed by law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

8. Services to Community Facilities (Section 7.1)

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

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

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

Please note that the FCC Order is being challenged in court by many municipalities and local government associations around the country. These appeals have been consolidated in the Sixth Circuit Court of Appeals and are currently being briefed. The Agreement states that, if the Order is reversed on final appeal, then Comcast will discontinue any charge for such cable services and will thereafter provide such services to public buildings on a complimentary basis.

9. Liquidated Damages for Violations (Section 8.2)

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

10. Performance Bond (Section 8.4)

Comcast also agreed to obtain and maintain a performance bond running to the Borough in the amount of \$25,000 during the franchise term. The performance bond will help to ensure Comcast’s faithful performance of its obligations under the Agreement, including any recovery of liquidated or compensatory damages.

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

11. Length of Franchise Term (Section 2.2)

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

12. Competitive Equity Provision (Section 2.6)

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

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

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

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

CABLE FRANCHISE AGREEMENT

BETWEEN

CHALFONT BOROUGH

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org

TABLE OF CONTENTS

	Page
SECTION 1	DEFINITIONS.....2
SECTION 2	GRANT OF FRANCHISE.....5
2.1	GRANT OF AUTHORITY5
2.2	TERM OF FRANCHISE.....6
2.3	REPRESENTATIONS AND WARRANTIES6
2.4	NON-EXCLUSIVITY.....6
2.5	FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS.....6
2.6	COMPETITIVE EQUITY.....6
SECTION 3	SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE7
3.1	TECHNICAL REQUIREMENT7
3.2	AREA TO BE SERVED7
3.3	CABLE SYSTEM SPECIFICATIONS8
3.4	SYSTEM TESTS9
3.5	EMERGENCY ALERT SYSTEM9
3.6	SERVICES FOR SUBSCRIBERS WITH DISABILITIES9
3.7	SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S").....9
3.8	REPAIRS AND RESTORATION9
3.9	SERVICE AREA MAPS.....10
3.10	DISCONNECTION AND RELOCATION11
3.11	EMERGENCY REMOVAL OF EQUIPMENT11
3.12	TREE TRIMMING11
3.13	CHANNEL CAPACITY12
3.14	BROADCAST CHANNELS12
3.15	SIGNAL SCRAMBLING12
3.16	CONTINUITY OF SERVICE.....12
SECTION 4	SUBSCRIBER SERVICE STANDARDS13
4.1	OFFICE HOURS AND TELEPHONE AVAILABILITY13
4.2	INSTALLATIONS AND SERVICE CALLS.....13
4.3	NOTICES13
4.4	BILLING14
4.5	SUBSCRIBER COMPLAINT PROCEDURES14
4.6	DISCONNECTION.....15

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

9.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL	27
9.8	ENTIRE AGREEMENT	29
9.9	SEPARABILITY	29
9.10	NO WAIVER OF RIGHTS	29
9.11	CHANGE OF LAW	30
9.12	COMPLIANCE WITH LAWS	30
9.13	THIRD PARTY BENEFICIARIES	30
9.14	APPLICABILITY OF AGREEMENT	30
EXHIBIT A - LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE		32
EXHIBIT B - EXISTING REMOTE ORINATION POINT(S)		33

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between Chalfont Borough, a municipality located in Bucks County, Pennsylvania (hereinafter referred to as the “Borough” and “Comcast of Southeast Pennsylvania, LLC” (hereinafter referred to as “Comcast”).

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

WHEREAS, Comcast currently holds a cable franchise from the Borough by virtue of a cable franchise agreement dated April 8, 2008 and

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

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

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

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

WHEREAS, the Borough 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 Borough, 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;

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

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

SECTION 1 **DEFINITIONS**

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

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

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

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

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

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

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

(g) Complaint - Any written (including electronic) communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's

control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

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

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

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

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

(l) FCC - Federal Communications Commission.

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

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

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

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

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;

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

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

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

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

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

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

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

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

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

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

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

(z) 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 Borough hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Borough hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Borough has a sufficient easement or right-of-way. Nothing

herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

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

2.3 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

2.4 NON-EXCLUSIVITY

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

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

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

2.6 COMPETITIVE EQUITY

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

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

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

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Borough where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Borough.

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

3.2 AREA TO BE SERVED

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

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

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

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

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

3.3 CABLE SYSTEM SPECIFICATIONS

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

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

3.4 SYSTEM TESTS

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

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

3.5 EMERGENCY ALERT SYSTEM

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

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

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

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

3.8 REPAIRS AND RESTORATION

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

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Borough.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Borough if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

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

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

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

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

3.9 SERVICE AREA MAPS

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

the Borough and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Borough, 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 Borough or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

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

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Borough, it shall be necessary, in the reasonable judgment of the Borough or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Borough shall have the right to do so without cost or liability, provided that, wherever possible, the Borough 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 Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

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

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

3.13 CHANNEL CAPACITY

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

3.14 BROADCAST CHANNELS

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

3.15 SIGNAL SCRAMBLING

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

3.16 CONTINUITY OF SERVICE

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

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 TELEPHONE AVAILABILITY

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

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

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

4.2 INSTALLATIONS AND SERVICE CALLS

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

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

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

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

4.3 NOTICES

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

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Borough 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 Borough on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically and by any other reasonable means through which notifications are provided to customers.

4.4 BILLING

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

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall

include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

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

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

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

(2) The Subscriber pays all undisputed charges;

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

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

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

4.6 DISCONNECTION

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

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

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

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

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

4.7 SERVICE INTERRUPTIONS

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

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

4.8 PRIVACY

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

SECTION 5 **REGULATION BY THE BOROUGH**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

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

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

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Borough or its designated representatives shall be treated as confidential by the Borough so long as it is permitted to do so under applicable law. Representatives and/or agents of the Borough may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to

review by the Borough. The Borough and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Borough employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Borough acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Borough shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

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

5.3 RESERVED AUTHORITY

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

5.4 POLICE POWERS

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

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

5.6 PERMITS

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

5.7 REPORTING

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

(a) Subscriber Complaint Reports

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

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

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

(b) Government Reports

Comcast shall provide to the Borough, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Borough. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6

COMPENSATION TO THE BOROUGH

6.1 FRANCHISE FEES

Comcast shall pay to the Borough 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 Borough. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Borough may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Borough shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Borough under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Borough. 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 Borough may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Borough.

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Borough shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Borough receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of financial records related to the Franchise Fee review or audit.

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

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

6.5 BUNDLED SERVICES

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

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Borough in writing regarding the amount of the monthly service fee for each account based on fair market value. The Borough shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Borough may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Borough may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the Borough shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Borough may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

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

(b) To enable the School District to continue to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from locations identified in Exhibit B and be distributed via the Cable System to Subscribers in the Borough. This fiber link and equipment shall be collectively

known as the "Return Line." Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Borough.

(c) The Borough may request one (1) additional (EG) channel to be made available for use by the Borough or its designee in accordance with Section 611 of the Cable Act and this Section 7.2. Comcast shall activate such additional (EG) channel and programming shall occur as set forth herein within one hundred eight (180) days of Comcast's receipt of the aforementioned notice in writing from the Borough. This request shall include written documentation the Borough has purchased and installed the necessary equipment, and is prepared to produce and cablecast locally produced EG Access programming for this requested channel prior to Comcast's completion of any necessary return line construction.

(d) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channel so long as the Borough provides Comcast with access to such locations and access to the E Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel 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 E channel programmer.

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

(f) The Borough 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 channel. The Borough and Comcast agree to work cooperatively in implementing the E channel through such means and in such manner as shall be mutually satisfactory.

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

(h) In the event the Borough or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by Borough. If the Borough approves Comcast's use of an EG Channel and, subsequent to such approval, the Borough

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 Borough that it requires such channel for educational and/or governmental use.

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

(j) Subject to the procedures related to the determination and recovery of fair market value of this service referenced in Section 7.1, Comcast shall provide at each E origination site one complimentary cable drop and digital basic service package (or equivalent), plus any other tier of service that includes E Channels, including converter box, digital adapter, and other end user equipment, for purposes of monitoring the E programming content transmitted over the Cable System.

7.3 EG CAPITAL GRANT

Comcast shall provide the Central Bucks School District (“CBSD”) with a one-time EG capital grant to be used in support of the production of local Education and/or Government Channel programming. The EG capital grant shall be in the amount of three thousand three hundred (\$3,300) dollars. Such grant shall be paid within ninety (90) days of the Effective Date and upon written request of CBSD. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Borough. Comcast and the Borough agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8 ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

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

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

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

8.2 LIQUIDATED DAMAGES

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

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

8.3 REVOCAION

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

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

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

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

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

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

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Borough may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Borough for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(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 Borough.

8.5 INSURANCE

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

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

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

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

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

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

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

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

8.6 INDEMNIFICATION

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

SECTION 9 MISCELLANEOUS

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Borough or property owner may deem any property not removed as having been abandoned and the Borough 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 Borough written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Borough shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

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

9.3 NOTICES

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

Attention: Borough Manager
Borough Office
401 North Main Street
Chalfont, PA 18914

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

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

With copies to:

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

AND

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

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

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

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

(e) Comcast shall make written application to the Borough of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Borough 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 Borough 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 Borough for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

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

9.9 SEPARABILITY

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

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Borough and Comcast, nor any delay on the part of the Borough in exercising any rights hereunder, shall operate as a waiver of any such rights of the

Borough or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Borough.

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

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Borough 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 Borough and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Borough and Comcast.

9.12 COMPLIANCE WITH LAWS

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

9.13 NO THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Borough and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2020 of the Borough.

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

CHALFONT BOROUGH

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

By: _____

Name: James Samaha

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A - LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE

The Borough will provide an updated address list of locations pursuant to Section 7.1.

EXHIBIT B - EXISTING REMOTE ORIGINATION POINT(S)

Education Access Channel
Central Bucks School District
Central Bucks South High School
1100 Folly Road
Warrington, PA 18976

**BOROUGH OF CHALFONT
BUCKS COUNTY, PENNSYLVANIA
ORDINANCE NO. 462**

**AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH
OF CHALFONT, BUCKS COUNTY, PENNSYLVANIA, PROVIDING FOR THE
VACATION OF 07-007-PAPER, LOCATED BETWEEN AND PARALLEL TO
NEW JERSEY AVENUE AND BATES DRIVE.**

WHEREAS, the Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, authorizes the Borough Council of the Borough of Chalfont (“Borough Council”) to make and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the property management, care and control of the Borough and the maintenance of peace, good government, health and welfare of the Borough and its citizens; and,

WHEREAS, Pennsylvania Borough Code at 8 Pa.C.S.A. §§ 1731, authorizes Borough Council to open and vacate streets, and provides a process and the relevant procedure for the same; and,

WHEREAS, the appropriate public notice has been advertised in accordance with Pennsylvania Borough Code, 8 Pa.C.S.A. § 3301.2, and the process and procedures outlined in Pennsylvania Borough Code, 8 Pa.C.S.A §§ 3301.1, 3301.3, have been met; and

WHEREAS, Borough Council, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the residents of Chalfont Borough will benefit from the vacation of a roadway known as 07-007-PAPER, which is located between and parallel to New Jersey Avenue and Bates Drive.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of Chalfont, Bucks County, Pennsylvania, and it is hereby enacted and ordained by the authority of same as follows:

Section 1. That 07-007-PAPER situate solely within the Borough of Chalfont, Bucks County, Pennsylvania, particularly located between and parallel to New Jersey Avenue and Bates Drive, to the rear of Bucks County Tax Map Parcels 07-007-025, 07-007-025-002, 07-007-025-001, and 07-007-028, and further identified and described at Exhibit “A” attached hereto and incorporated herein, is hereby vacated and shall thereafter be subject to the use and/or ownership as may be proper and authorized under laws of the Commonwealth of Pennsylvania. The Zoning Map and/or Official Map of the Borough of Chalfont shall be amended by striking therefrom those portions of Swartz Avenue described above and hereby vacated.

Section 2. Severability.

In the event that any section, sentence, clause or word of this ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose the validity of the remaining portions of this ordinance.

Section 3. Repealer.

All Ordinances or parts of Ordinances that are inconsistent herewith, are hereby repealed, it being understood and intended that all Ordinances and the Borough Code, such as are not otherwise specifically in conflict or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby. The Borough shall also proceed to amend its Comprehensive Plan to reflect this particular change, if necessary.

Section 4. Modification.

The Council of the Borough of Chalfont does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of this Ordinance, including this provision.

Section 5. Enforceability.

The failure of the Borough of Chalfont to enforce any provisions of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

Section 6. Effective date.

This Ordinance shall take effect immediately and be in force from and after its enactment as provided by law.

Section 7. Under the authority conferred by the Borough Code, 8 Pa.C.S.A. § 101 *et seq.*, and other relevant statutory law, the Council of the Borough of Chalfont in the County of Bucks, Commonwealth of Pennsylvania does hereby ENACT and ORDAIN this Ordinance for the Borough of Chalfont this ____ day of _____, 2020.

ATTEST:

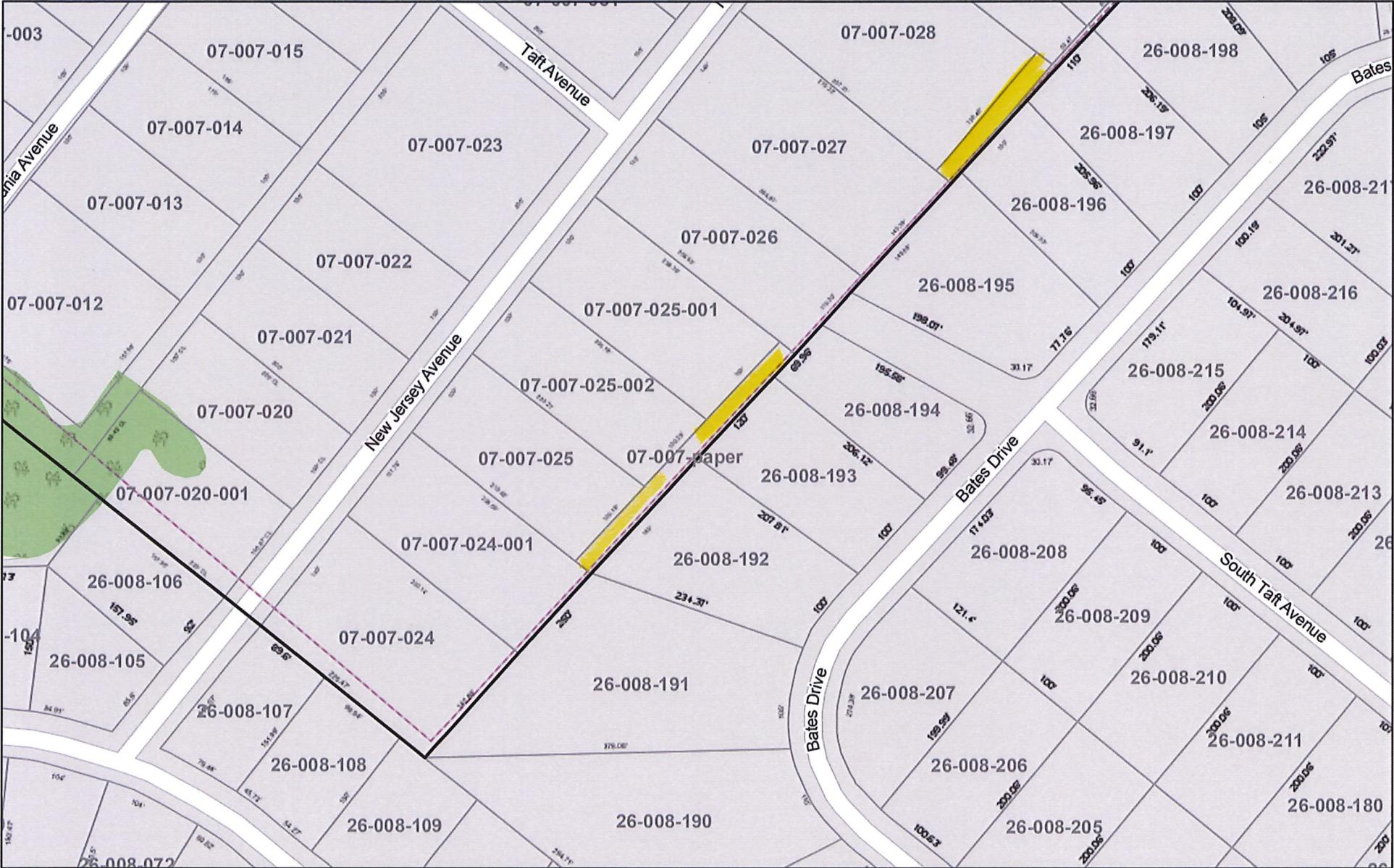
CHALFONT BOROUGH COUNCIL

Shawn Curran, Manager

John R. Engel, President

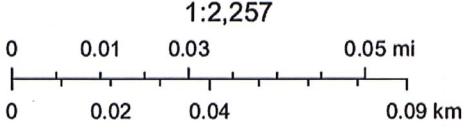
Brian D. Wallace, Mayor

Bucks County Parcels



6/12/2020, 2:35:36 PM

-  Municipal Boundary
-  Parcels



Map data © OpenStreetMap contributors, Map layer by Esri

MEMORANDUM

TO: Pension / Finance Committee

FROM: John H. Davis, Borough Manager 

DATE: August 4, 2020

RE: **Doylestown Borough Hall and Central
Bucks Regional Police Department Bid**

Bids were opened and publicly read for the above-referenced project on July 22, 2020. The low bidder is P.J. DICK INCORPORATED of Pittsburgh, at a price of \$7,855,000. The budget estimate for the project was \$8,232,470.

In addition, P.J. Dick bid a total of \$105,000 for three bid alternates, bringing the total bid to \$7,960,000.

The Project Architect and Construction Manager have completed their review of the bids and their due diligence of the contractor, and are recommending that the bid be awarded to P.J. Dick, including the three bid alternates. Borough Staff concurs with that recommendation.

Chalfont and New Britain Boroughs, our partners in the Central Bucks Regional Police Department component of the project, have each approved the award as recommended.

Should the Committee agree with the recommendation of the Project Architect, the Construction Manager, and Borough Staff, it can do so by a motion to award the bid and all three bid alternates to P.J. DICK INCORPORATED at a total price of \$7,960,000, conditioned upon compliance with the bid specifications.

:sa

Doylestown Borough, Bucks County
 Doylestown Borough Hall and Central Bucks Regional Police Department
 19-06 Additions & Alterations
 Bid Tabulation - 7/22/20

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Base Bid			\$7,855,000.00	\$8,794,000.00	\$8,901,055.00	\$9,099,000.00
Base Bid (INCLUDING ALLOWANCES)	All Construction associated with the Borough Hall and Police Department Additions and Alterations.	Lump Sum	\$7,855,000.00	\$8,794,000.00	\$8,901,055.00	\$9,099,000.00
Alternates			\$105,000.00	\$108,500.00	\$124,700.00	\$91,500.00
ALT #01	Should the owner decide to proceed with this portion of the work, provide a Lump Sum cost to provide and install On-Site Storm Sewer. This work includes all labor and materials to supply and construct the following: Type M and Type C Inlet, 15-inch and 18-inch HDPE pipe, water quality snouts, and connections to the existing storm sewer system. This work also includes all maintenance and protection of traffic, excavation, full depth backfill as specified on the Drawings, and surface restoration. ADD to the BASE BID the following amount.	Lump Sum	\$33,000.00	\$34,000.00	\$50,500.00	\$24,000.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
ALT #02	Should the owner decide to proceed with this portion of the work, provide a Lump Sum cost to provide and install Wearing Course and Pavement Markings. This work includes all labor and materials to supply and install the specified wearing course and all pavement markings. This work also includes maintenance and protection of traffic, tack coat, saw cut of and tie-in to existing final paved areas at each driveway intersection with the public street, and all sealing at structures, and along curb lines and paving joints. ADD to the BASE BID the following amount.	Lump Sum	\$59,000.00	\$61,000.00	\$61,000.00	\$54,100.00
ALT #03	Should the owner decide to proceed with this portion of the work, provide a Lump Sum cost to provide and install Stamped, Colored Concrete at the Borough Hall Entrance. This includes all labor and materials necessary to supply and install colored, stamped concrete at the Borough Hall Entrance shown on the Site Improvement Plan. The color and pattern shall be selected by Owner. This cost shall be in addition to the plain cement concrete paving included in the base bid. ADD to the BASE BID the following amount.	Lump Sum	\$13,000.00	\$13,500.00	\$13,200.00	\$13,400.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Unit Prices						
Unit Price #01	Bricklayers, Stone Masons, Pointers, Caulkers & Cleaners-Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$135.00	\$135.00	\$140.00	\$132.00
Unit Price #02	Carpenter-Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$145.00	\$130.00	\$100.00	\$134.00
Unit Price #03	Cement Mason-Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$135.00	\$130.00	\$140.00	\$134.00
Unit Price #04	Painters Class1-Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$145.00	\$119.00	\$140.00	\$118.00
Unit Price #05	Metal Roof Deck Replacement- Provide cost to remove existing metal roof deck and install new metal roof deck per specifications on drawings. Include cost of Material, Installation, Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Square Foot	\$8.00	\$8.00	\$8.00	\$9.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Unit Price #06	Cast Stone Masonry Coping -Provide cost to pre-fabricate and deliver Cast Stone Masonry Coping (5" high x 10" deep x 60" long with sloped top V.I.F.) to match existing that can't be re-used. Cost to include all Material, Fabrication, Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Piece	\$1,400.00	\$330.00	\$1,320.00	\$322.00
Unit Price #07	Cast Stone Masonry Pilaster Cap-Provide cost to pre-fabricate and deliver Cast Stone Masonry Pilaster Cap (10" high x 12" deep x 32" long with sloped top & bevel V.I.F) to match existing that can't be reused. Cost to include all Material, Fabrication, Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Piece	\$2,100.00	\$330.00	\$1,980.00	\$322.00
Unit Price #08	Sheet Metal Workers – Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$180.00	\$170.00	\$180.00	\$140.00
Unit Price #09	Electricians and Telecommunication Installer - Provide Hourly Billable rates including cost of Labor, Fringe Benefits,	Dollars per Hour	\$175.00	\$145.00	\$170.00	\$174.00
Unit Price #10	Plumbers-Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$173.00	\$145.00	\$150.00	\$137.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Unit Price #11	Sprinkler fitters - Provide Hourly Billable rates including cost of Labor, Fringe Benefits, Company Overhead and Profit.	Dollars per Hour	\$150.00	\$135.00	\$140.00	\$129.00
Unit Price #12	Bulk Rock Excavation: Include cost of Labor, fringe benefits, and company overhead and profit. Include all labor, material, equipment, transportation and fees, removal from and disposal of material offsite.	Dollars per Cubic Yard	\$105.00	\$105.00	\$95.00	\$268.00
Unit Price #13	Trench Rock Excavation: Include cost of Labor, fringe benefits, and company overhead and profit. Include labor, material, equipment, transportation and fees, removal from and disposal of material offsite.	Dollars per Cubic Yard	\$240.00	\$150.00	\$225.00	\$322.00
Unit Price #14	Removal of and Replacement of Unsuitable Soils: Include cost of Labor, fringe benefits, and company overhead and profit. Include material, equipment, transportation and fees, removal from and disposal of material offsite and importing of Structural fill,	Dollars per Cubic Yard	\$70.00	\$65.00	\$50.00	\$81.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Unit Price #15	Import Structural Fill: Include cost of Labor, fringe benefits, and company overhead and profit. Include material, equipment, transportation and fees and Include Importing of Structural fill material, placement and compaction.	Dollars per Cubic Yard	\$35.00	\$35.00	\$25.00	\$43.00
Unit Price #16	Concrete Curbing: Include cost of Labor, fringe benefits, and company overhead and profit. Include materials, equipment, transportation and fees, forming, placement and backfill.	Dollars per Lineal Foot	\$35.00	\$32.00	\$33.00	\$32.00
Unit Price #17	Concrete Sidewalk: Include cost of Labor, fringe benefits, and company overhead and profit. Include materials, equipment, transportation and fees, placement and compaction.	Dollars per Square Foot	\$14.00	\$12.00	\$13.00	\$13.00
Unit Price #18	Concrete Pavement: Include cost of Labor, fringe benefits, and company overhead and profit. Include material, equipment, transportation and fees, placement and compaction.	Dollars per Square Foot	\$28.00	\$18.00	\$26.00	\$26.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Unit Price #19	Interior concrete slab crack repair per typical detail, saw cut and Flash Patch as required (Surecrete, Flash Patch or Approved Equal): Include cost of Labor, fringe benefits, and company overhead and profit. Include material, equipment, transportation and fees, and placement.	Dollars per Linear Foot	\$30.00	\$12.00	\$32.00	\$21.00
Unit Price #20	Interior concrete slab area repair per typical detail, saw cut and Flash Patch as required (Surecrete, Flash Patch or Approved Equal): Include cost of Labor, fringe benefits, and company overhead and profit. Include material, equipment, transportation and fees, and placement.	Dollars per Square Foot	\$140.00	\$70.00	\$135.00	\$75.00

Reference Number	Description	UOM	P. J. Dick Incorporated	Magnum Inc.	Heim Construction Company, Inc.	TE Construction Services, LLC.
Allowances			\$100,500.00	\$52,000.00	\$90,250.00	\$62,250.00
Allowance #01 (TO BE INCLUDED IN BASE BID)	Include in the Base Bid for Removal of and Replacement of Metal Roof Deck, 1,000 Square Feet as determined and authorized by the Owner and Construction Manager. Allowance #01= (Unit Price #05) x 1,000 Square Feet.	Lump Sum	\$8,000.00	\$8,000.00	\$7,500.00	\$9,000.00
Allowance #02 (TO BE INCLUDED IN BASE BID)	Include in the Base Bid interior concrete slab crack repair, 750 Linear Feet as determined and authorized by the Owner and Construction Manager. Allowance #02= (Unit Price #19) x 750 Linear Feet.	Lump Sum	\$22,500.00	\$9,000.00	\$21,750.00	\$15,750.00
Allowance #03 (TO BE INCLUDED IN BASE BID)	Interior concrete slab area repair, 500 Square Feet as determined and authorized by the Owner and Construction Manager. Allowance #03= (Unit Price #20) x 500 Square Feet.	Lump Sum	\$70,000.00	\$35,000.00	\$61,000.00	\$37,500.00