

FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Regular Meeting Agenda

Monday, December 2, 2019

7:00 PM

I. CALL TO ORDER

II. CITIZENS INPUT

III. SPECIAL REPORTS

1. Centre Area Transportation Authority
2. Centre Region Refuse Contract Presentation

IV. APPROVAL OF MINUTES

1. August 20, 2019 BOS Special Meeting
2. August 28, 2019 BOS Special Meeting
3. September 25, 2019 BOS Special Meeting

V. UNFINISHED BUSINESS

1. Public Hearing on Proposed 2020 Annual Operating Budget
2. Rushcliffe Street One-Way Study and Parking Prohibitions
3. Approval of 2020 COG Summary Budget
4. Continued Discussion on Request for Financial Support for Whitehall Road Regional Park

VI. NEW BUSINESS

1. Consent Agenda
2. Public Hearing Resolution Repealing Resolution 2014-41 and adopting revised allocation of Earned Income Tax, Real Estate Tax, and Real Estate Transfer Tax Revenues to the TIF
3. Authorization of Public Hearing on Ordinance Approving New Cable Franchise Agreement with COMCAST
4. Turnberry Traditional Town Development – Traffic Impact Study and Development Schedule
5. Review of DRAFT 2020 Schedule of Fees

VII. REPORTS

1. COG Committee Reports
2. Other Regional Reports
3. Staff Reports

VIII. COMMUNICATIONS TO THE BOARD

IX. CALENDAR ITEMS – NOVEMBER/DECEMBER

- Administrative Office Hours for the holidays: open until noon on December 24th; closed December 25th; open until noon on December 31st and closed January 1, 2020.

X. ADJOURNMENT



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TOWNSHIP OF FERGUSON

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Board of Supervisors Regular Meeting Agenda Monday, December 2, 2019 7:00 p.m.

I. CALL TO ORDER

II. CITIZEN'S INPUT

III. SPECIAL REPORTS

15 minutes

1. Centre Area Transportation Authority – John Spychalski
2. Centre Region Refuse Contract Presentation – Shelly Mato

IV. APPROVAL OF MINUTES

1. August 20, 2019 Special Meeting on SALDO and Zoning
2. August 28, 2019 Special Meeting on SALDO and Zoning
3. September 25, 2019 Special Meeting on SALDO and Zoning

V. UNFINISHED BUSINESS

1. **A PUBLIC HEARING ON THE PROPOSED 2020 ANNUAL OPERATING BUDGET –
DAVID PRIBULKA, TOWNSHIP MANAGER AND ERIC ENDRESEN, DIRECTOR OF FINANCE**

30 minutes

Narrative

The Board of Supervisors received a DRAFT 2020 Operating Budget on November 8th and conducted two public Special Meetings to review the document on November 12th and 14th. Amendments to the budget that were approved by consensus at each meeting have been incorporated into the document that has been advertised for public hearing this evening. A copy of the proposed 2020 Operating Budget has been made available at the Township building for inspection and accessible from the Township's website. Public input on the budget should be received this evening so that any resulting changes may be incorporated prior to its presentation for final adoption at the Regular Meeting on December 9th. Below is a link to the proposed 2020 Operating Budget. David Pribulka, Township Manager, will introduce the item and Eric Endresen, Director of Finance, will provide a short presentation on the budget and any changes that have been incorporated since the Special Meetings were conducted in November.

[Proposed 2020 Ferguson Township Operating Budget](#)

Recommended motion: That the Board of Supervisors approve the proposed 2020 Annual Operating Budget and authorize a public hearing on the final adoption of the budget for December 9, 2019.

Staff Recommendation

That the Board of Supervisors **approve** the proposed 2020 Operating Budget and **authorize** a public hearing on the final budget for December 9, 2019.

2. RUSHCLIFFE STREET – ONE-WAY STUDY AND PARKING PROHIBITIONS

20 minutes

Narrative

Residents of Rushcliffe Street met with staff at different times over the year regarding parking concerns on Rushcliffe Street. There was no clear consensus on a remedy, and the extent of the problem was perceived differently by staff and some residents. At the request of some of the residents at the Regular meeting of the Board of Supervisors on June 17, 2019, the Board directed staff to conduct a study to determine if Rushcliffe Street could be posted as a one-way street with traffic flowing only from Circleville Road toward Havershire Boulevard. The Township Engineer completed the study on October 28, 2019. The study was conducted in accordance with established federal and state traffic engineering standards to meet legally enforceable traffic restrictions. Based upon the analysis performed, the requested one-way operation did not meet all six required criteria. The limiting criterion is the reduction in intersection delay. The proposed one-way operation increases the overall delay at the study intersections during the peak study periods. The Township Engineer's study report recommends that the existing two-way traffic operation remain, and that the one-way operation not be considered. The report has been attached to the agenda.

The results of the study and the Township Engineer's recommendation were shared with residents of Rushcliffe Street and their property manager at a meeting at the Township building on November 19, 2019. Mr. Stryker was present at the meeting. After much discussion, a possible solution has been identified that may be amenable to both the residents and Township staff. The solution involves increasing the limits of the parking prohibitions on the curved segment of the street and establishing residential permit parking restrictions on the remainder of Rushcliffe Street. This proposed residential parking permit restriction will "overlay" the existing "alternate side" parking restrictions. A map of this proposed resolution will be presented by staff. Any changes to the current parking arrangements necessitate an ordinance amendment. The request this evening would be for the Board, if interested in moving forward with the proposed resolution, to authorize staff to prepare a draft ordinance for review.

Recommended motion: That the Board of Supervisors direct staff to prepare a draft ordinance establishing additional parking prohibitions on Rushcliffe Street.

Staff Recommendation

That the Board of Supervisors **direct** staff to prepare a draft ordinance.

3. APPROVAL OF THE 2020 CENTRE REGION COUNCIL OF GOVERNMENT SUMMARY BUDGET

10 minutes

Narrative

On November 25th, the Centre Region Council of Governments (COG) General Forum unanimously voted to approve the 2020 COG Summary Budget and refer it to the participating municipalities for adoption by December 31, 2019. The budget incorporates proposals submitted as part of the 2020 COG Program Plan, the 2020 – 2024 COG Capital Improvement Plan, and revisions submitted by member municipalities and the COG Finance Committee. The Board reviewed the 2020 COG Summary Budget at its November 18th Regular Meeting and comments from the discussion were forwarded to the COG Executive Director. A matrix summarizing the Board's and other municipalities' comments from their reviews, as well as the response from COG has been attached to the agenda. Below is a link to the 2020 COG Summary Budget that is presented for adoption.

[2020 Centre Region Council of Governments Summary Budget](#)

Recommended motion: That the Board of Supervisors approve the 2020 Centre Region Council of Governments Summary Budget.

Staff Recommendation

That the Board of Supervisors **approve** the 2020 Centre Region COG Summary Budget.

4. REQUEST FOR FINANCIAL SUPPORT FOR WHITEHALL ROAD REGIONAL PARK – CONTINUED DISCUSSION 20 minutes

Narrative

On November 18th, the Board of Supervisors considered three requests from the Centre Region Parks and Recreation Authority for additional financial assistance for the development of Phase I of Whitehall Road Regional Park. The Board authorized a commitment of \$40,360 to finance the installation of the required landscape buffer in place of \$45,000 originally appropriated to install solar arrays on the pavilion at the park. The Board also denied the request to fund the construction of a small maintenance facility in the park. The third request, a contribution of \$30,000 to match a \$15,000 grant to install an irrigation system at the park, was deferred until this evening for further discussion and consideration. Staff has no recommendation on the request. If the Board approves the funding request, the 2020 Operating Budget will be amended to reflect the additional allocation from Fund 31 – Regional Capital Recreation Projects Fund.

Recommended motion: That the Board of Supervisors approve the appropriation of \$30,000 from the Regional Capital Recreation Projects Fund to the Centre Region Council of Governments to fund the installation of an irrigation system at Whitehall Road Regional Park.

VI. NEW BUSINESS

1. CONSENT AGENDA 5 minutes

- a. Development Schedule – The Landings Planned Residential Development
- b. Board Member Request – Pine Grove Mills Speed Limit Study
- c. Treasurer's Report – September 2019 *for acceptance*
- d. 2019-C27 GLG Round 4 Detection Upgrade Final Pay App/Invoice: \$104,907.03

2. ZONING APPEALS/VARIANCES 5 minutes

- a. Request for Variance – 812 Science Park Road

Narrative

The Zoning Hearing Board will meet on December 17th to review a variance request for a property at 812 Science Park Road (R-1—Single Family Residential Zoning District). The applicant is requesting a variance from Section 27-204 Home Occupation. The accessory building is being classified as an “auxiliary building” and not a part of the residential dwelling. The variance would allow the use of the free-standing accessory building for home occupation and recognize it as part of the earth-berm dwelling as originally intended and constructed. Provided with the agenda is a copy of the application.

Recommended motion: That the Board of Supervisors remain neutral on the variance request for 812 Science Park Road.

Staff Recommendation

That the Board of Supervisors **remain neutral** on the variance request.

3. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA REPEALING RESOLUTION 2014-41 AND ADOPTING A REVISED ALLOCATION OF EARNED INCOME TAX, REAL ESTATE TAX, AND REAL ESTATE TRANSFER TAX REVENUES TO THE TRANSPORTATION IMPROVEMENT FUND. 10 minutes

Narrative

In November 2001, the Board of Supervisors approved a general tax increase for the purpose of establishing a Transportation Improvement Fund (TIF) to finance large-scale capital transportation projects. All of the transportation projects that were original earmarks of the fund have been completed. Since that time, the TIF has been maintained as a separate governmental fund and has been utilized to finance the design and construction of road projects in the Township; however, the fund balance has significantly outpaced the expenditures of the fund. The transfers from the General Fund into the TIF are established by resolution of the Board. In considering the 2020 Operating Budget, the Board reviewed the projected fund balances across all funds and directed the Township Manager to reduce transfers into the TIF.

Recommended motion: That the Board of Supervisors adopt the resolution repealing Resolution 2014-41 and adopting a revised allocation of earned income tax, real estate tax, and real estate transfer tax to the Transportation Improvement Fund.

Staff Recommendation

That the Board of Supervisors **adopt** the resolution.

3. AUTHORIZATION OF A PUBLIC HEARING ON AN ORDINANCE APPROVING A NEW CABLE FRANCHISE AGREEMENT WITH COMCAST OF COLORADO / PENNSYLVANIA / WEST VIRGINIA, LLC.

10 minutes

Narrative

In 2018, the Township and other regional municipalities along with C-NET began the process to negotiate a renewed franchise agreement with Comcast for the provision of cable television services within the municipality. Pursuant to the regulations set forth in the Telecommunications Act and of the Federal Communications Commission, the Township is authorized to grant franchises to entities interested in constructing, maintaining, and operating cable systems in its boundaries. Currently, the Township has a franchise agreement with Windstream, as well as Comcast.

Provided with the agenda are several documents including a cover letter and draft ordinance; executive summary; and franchise agreement. The agreement has been negotiated in good faith and sets forth the terms and conditions that will govern the franchise license for ten years commencing January 1, 2020. David Pribulka, Township Manager, will introduce the item and review the more substantive changes which include the fee to be paid to the municipality; capital grant to C-NET; customer service standards; the provision of two educational and governmental channels (C-NET); and more. This evening, the Board is being asked to authorize the ordinance approving the renewed franchise agreement for December 9th. The Townships of College, Patton, Harris, Benner, and Halfmoon; as well as Bellefonte and State College Boroughs are all being asked to approve the same agreement.

Recommended motion: That the Board of Supervisors authorize a public hearing on an ordinance approving a new cable franchise agreement with Comcast for December 9, 2019.

Staff Recommendation

That the Board of Supervisors **authorize** the public hearing.

4. TURNBERRY TRADITIONAL TOWN DEVELOPMENT – TRAFFIC IMPACT STUDY AND DEVELOPMENT SCHEDULE

20 minutes

Narrative

The original TTD Masterplan was approved in 2012 and included a 14-year development schedule. Provided with the agenda are the Terms and Conditions that shows the 14-year timeframe on page 11. The 14 years equates to a buildout date of 2026, and this item in the Terms and Conditions states that

the Board can request an update to the TIS as a condition to the approval of an extension of the 14-year timeframe. The approved TIS for the masterplan had an analysis year of 2030 which would equate to a full buildout date of 2025. The current proposed update for 2019 has a buildout year of 2029.

Staff is recommending that this request for the update to the phasing plan be discussed as it relates to extending the timeframe for completion of the development so there is an awareness of the additional time that is being requested and how it relates to the validity of the results of the TIS. The full buildout is still within the assumptions of the masterplan TIS, but what is lost is the horizon year beyond full development as the 2026 buildout is now 2029.

Recommended motion: That the Board of Supervisors approve the revised phasing plan and include a condition that an update to the TIS be performed for each SIP that is not completed within the original approved horizon year of 2026, and that the developer agree to mitigate new impacts as a result of that analysis.

Staff Recommendation

That the Board of Supervisors **conditionally approve** the development schedule.

5. REVIEW OF THE DRAFT 2020 SCHEDULE OF FEES

10 minutes

Narrative

The Schedule of Fees for the Township is adopted annually by resolution of the Board of Supervisors and describes all fees for services, violations, and other items for which the Township collects revenue. Provided with the agenda is a copy of the DRAFT 2020 Ferguson Township Schedule of Fees for review by the Board and authorization for the public hearing on December 9th.

Recommended motion: That the Board of Supervisors authorize a public hearing on a resolution adopting the 2020 Schedule of Fees for December 9, 2019.

Staff Recommendation

That the Board of Supervisors **authorize** the public hearing.

VI. STAFF AND COMMITTEE REPORTS

1. COG COMMITTEE REPORTS

15 minutes

- a. Finance Committee
- b. Executive Committee
- c. Transportation & Land Use Committee

2. OTHER REGIONAL REPORTS

15 minutes

- a. Climate Action Advisory Group
- b. Spring Creek Watershed Commission
- c. Solar Power Purchase Agreement Working Group

3. STAFF REPORTS

15 minutes

- a. Township Manager
- b. Public Works Director
- c. Planning & Zoning Director

VII. COMMUNICATIONS TO THE BOARD

VIII. CALENDAR ITEMS – DECEMBER

Ferguson Township Board of Supervisors

Monday, December 2, 2019

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- a. Administrative Office Hours for the holidays: open until noon on December 24th; closed December 25th; open until noon on December 31st and closed January 1, 2020.

IX. ADJOURNMENT

FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Special Meeting
Tuesday, August 20, 2019
6:00 PM

I. ATTENDANCE

The Board of Supervisors held a special meeting to review the draft Subdivision and Land Ordinance and Zoning updates, dated July 19, 2019, on Tuesday August 20, 2019 at the Ferguson Township Municipal Building.

In attendance were:

Board: Steve Miller
Richard Killian
Laura Dininni
Ford Stryker
Lisa Strickland

Staff: Dave Pribulka, Township Manager
Kristina Aneckstein, Community Planner
Jeff Ressler, Zoning Administrator

Others in attendance included: Carolyn Yagle, Anthony Warren.

II. CALL TO ORDER

Mr. Miller called the Tuesday, August 20, 2019, special meeting to order at 6:00 p.m.

III. REVIEW OF SALDO UPDATES

Ms. Dininni asked what the current processes are for Land Development Plans that have variances and will the Board have any oversight. Mr. Ressler explained the process as outlined in current SALDO. He said, an applicant must file an application for a variance to the Zoning Hearing Board when the LDP is submitted and the applicant must prove a hardship or exceptional conditions which poses practical difficulty. Ms. Dininni wanted to know more about conditions of plan approval. She then referred to an off-site easement that has been a recent issue with a certain development. Ms. Dininni feels that off-site easements need to be addressed in some manner. Jeff noted that Chapter 22, section 507 talks about easements, but not off-site easements. There is no reference to that in the current SALDO. May require sidewalks though.

Ms. Strickland wanted to address parking, which was moved from Zoning to the SALDO. It was moved so that it would be easier for developers to get a parking modification versus a variance and having to prove hardship. Her first issue was parking for community gardens. Ms. Strickland found it odd to require parking for a community garden. Her second issue was on page 96, country clubs. The parking spaces are determined by the number of holes on a golf course, however, a country club doesn't require a golf course. Ms. Strickland also noted that in past discussions, it was agreed to change the parking calculations from net floor area ratio to gross floor area ratio. This would reduce parking requirements.

Mr. Ressler expressed concerns that there is no spill-over parking.

Some minor language updates associated with sequence of wording was made to the Chapter 22 section 306: Minor Lot Alterations. The discussion moved on to plan review process. Who reviews what and when, give ability of staff to do things right away, eliminating the PC? This would help limit the extent of simple studies that people in say, the RA, need to add something like a barn to their property.

Page 98, lines 75 and 76, adjust to say classroom ratio to square feet.

Page 105 2.a, reword to say zoning permit instead of building permit.

Page 117, Violations, 22-801 is a duplication of 705, remove.

Mr. Miller noted that minor subdivision language was limited. He asked if there were any other comments on SALDO and asked to move on to Zoning. There were none.

IV. REVIEW OF ZONING UPDATES

Mr. Miller opened the zoning discussion by bringing up the recent talk of eliminating the Industrial Zoning District. However, eliminating it would create potential legal uses as it would be exclusionary. The township would need an inter-municipal agreement. Dave Pribulka says to reach out to College township or others and see potential opportunities. We need to see what others have, want and vice versa. Come back with a plan.

Incinerators in Industrial: two separate uses. Ms. Dininni proposes to them in bulk category 3 Conditional.

Office Commercial: Regional recreation facilities. Ms. Dininni reads open space plan, service area and acreage need: 200 + acres and 1 hour service drive. Says we shouldn't allow a regional park in OC. She suggests that we remove regional parks from OC as a primary use because it is unfeasible as a use. Maybe add pocket park, mini-park, tot lot can be considered. This would make the OC look more like C, RA, AR.

Village District: Ms. Strickland says to change convenience store from Permitted to Conditional, remove regional park from Village district, remove schools.

Accessory uses in Village, proposing keeping livestock, put in supplemental regulations. Parcels less than 49 acres, however these reg conflict with the current chicken ordinance. Wants to keep chickens in the village as accessory use. Need to add definitions from chicken ordinance to zoning ordinance. Tutoring centers as an accessory use.

MPH: Remove regional parks from MHP

- Get background on page 39 K.1.d (see ordinance 820 and 278)

R4: Remove regional parks from R4, schools to conditional use

R3: Add community garden as permitted use in category 4

R2: Add community garden as permitted use, add childcare as a permitted use, keeping of chickens as a conditional use

R1B: Schools to conditional use

R1: Schools to conditional use, keeping of chickens is a permitted use, Family child care is a permitted use.

Change bulk category 4 from 2 acre minimum to 1 acre

FG: Make incinerators conditional use. A discussion on the different types and potential uses ensued. Conclusion was that there are two types of incinerators and they need to be defined. Remove mining and quarrying from FG since it only allows soil pits, which is not defined. Soils pits are primarily used for research purposes and not actual mining.

Conversations over accessory dwellings went around and around. It was noted that the status, what was decided is already in the current zoning.

V. REVIEW OF ZONING MAP AMENDMENTS

Mr. Miller moves that Map Amendments be moved to another day. Ms. Strickland second.

VI. ADJOURNMENT

Mr. Miller called for adjournment. With no further business to come before the before the Board of Supervisors, the meeting was adjourned.

Respectfully submitted,

David Pribulka, Township Manager
For the Board of Supervisors

FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Special Meeting
Wednesday, August 28, 2019
6:00 PM

I. ATTENDANCE

The Board of Supervisors held a special meeting to continue their review the draft Subdivision and Land Ordinance and Zoning updates, dated July 19, 2019, on Wednesday August 28, 2019 at the Ferguson Township Municipal Building.

In attendance were:

Board: Steve Miller
Richard Killian
Laura Dininni
Ford Stryker
Lisa Strickland

Staff: Dave Pribulka, Township Manager
Kristina Aneckstein, Community Planner
Jeff Ressler, Zoning Administrator

Others in attendance included: Carolyn Yagle via phone.

II. CALL TO ORDER

Mr. Miller called the Wednesday, August 28, 2019, special meeting to order at 6:00 p.m.

III. REVIEW OF AR, RA AND RR ZONING UPDATES

Mr. Miller started the meeting by moving that the Map amendments be taken off the agenda and moved to a regular BOS meeting in September or October. With all in agreement, he moved forward to the AR zoning district updates.

AR: Traditional vs non-traditional farm structures: Conditional for non-traditional farm structures.
Conditional Use instead of Permitted as an accessory use in category.

Tradition Farm Structures - Should be conditional use in all categories.

Traditional scale could be a permitted use by right as accessory to Community gardens

Remove mining and quarrying as a permitted use.

Incinerators - Accessory use permitted use by right in bulk category 1 (10 ac lots).

Define the type of incinerator, the preference by some is to define two different scale of incinerators as noted from the August 20th meeting.

RR:

Cideries (and wineries) are permitted with supplemental regulations in category 1 (remove 10 acres min). Permitted by right as a Conditional use in category 2 and add a line accessory use for wineries and tasting facilities. Mr. Stryker suggests that we treat wineries and cideries the same in the use tables.

Take cemeteries out of principal use and move to accessory use in category 1 & 2, make them permitted by right.

Places of assembly - Farmers markets "Conditions" strike line: on page 115 O.c, Ms. Strickland wants to know why a stormwater plan is needed for farmers markets when they are usually temporary in nature. Also, remove the condition of 6 month of year and the min/max number of vendors in a farmers market.

Retail ag supported, Farm market, farmers market all need to be more clearly defined.

Equestrian Facilities (less than 50 acres) line item needs to be deleted (mistake on EDP's part)

Remove the max lot size on category 3 (min 10 acres)

- Cat 2 min 3 acres

- Cat 3 min 1 acre

Kennels should be an accessory use to ag use, over 10 acres. Clearly define kennels. It was noted that Ray Stolinas suggested to reference the PA Dog Law, since it clearly defines the various types of kennels.

Only allowed when it's an accessory to ensure that someone is on-site. Should be supervised. There was preference by some board members to treat Kennels as an accessory conditional use to ag (principle use, 10 acre min).

Striking out pet care facilities in RR

Vet offices and clinic are permitted in category 2 as conditional use not at all (decision needed).

Accessory dwellings – allow in RR, remove prohibitive restrictions/family member connection, must follow setbacks for principle structure.

Definition for seasonal dwelling

- Permitted in category, 1, 2, 3

Mining and quarrying – to be removed or allowed?

Mr. Miller referred to the original zoning, RA was everything that had Alluvial soils, RR was everything else. So if mining and quarrying is allowed then most likely will occur in RR. Therefore, why limit it to RA. Mr. Miller suggests a conditional use, and as one of the conditions, 20 acre min lot size due to set back size, put it in category 5 (other).

2 family dwellings is struck out.

Non-commercial keeping of livestock is permitted as an accessory.

Domestic chickens- RA, RR and AR are exempt. Any non-farming residential dwelling applies.

Keep the ratios in ordinance, in supplemental regulations, for a lot that is than 3 acres or more, for acres less than 3 then ratios apply, time 33.3%, rounded up to the nearest whole.

Mr. Miller noted that the public hearing will need to be rescheduled and another special meeting will be scheduled.

Ford wants a summary of the changes. Update documents and send out a few updates in advance of the next meeting.

Anthony C. Warren expressed his concerns over all the delays. He wants the board to get it done already!

Planning Commission is asked to comment and make any recommendations.

IV. REVIEW OF ZONING MAP AMENDMENTS

Mr. Miller moved at the start of the meeting that this be moved to a future regular BOS meeting.

ADJOURNMENT

Mr. Miller called for adjournment. With no further business to come before the before the Board of Supervisors, the meeting was adjourned.

Respectfully submitted,

David Pribulka, Township Manager
For the Board of Supervisors

FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Special Meeting

Wednesday, September 25, 2019

6:00 PM

I. ATTENDANCE

The Board of Supervisors held a special meeting to continue their review the draft Subdivision and Land Ordinance and Zoning updates, dated July 19, 2019, on Wednesday September 25, 2019 at the Ferguson Township Municipal Building.

In attendance were:

Board: Steve Miller
Richard Killian
Laura Dininni
Ford Stryker
Lisa Strickland

Staff: Dave Pribulka, Township Manager
Kristina Aneckstein, Community Planner
Jeff Ressler, Zoning Administrator

Others in attendance included: Carolyn Yagle.

II. CALL TO ORDER

Mr. Miller called the Wednesday, September 25, 2019, special meeting to order at 6:00 p.m.

III. REVIEW OF RA ZONING UPDATES

Mr. Miller started the meeting by asking that the meeting stay on topic and try to follow the agenda to keep the meeting under 4 hours.

Ms. Aneckstein noted that Ms. Strickland had a few outstanding topics from the August 28th meeting she wished to review on the RR zoning. Ms. Strickland wanted to talk about seasonal dwellings.

Will seasonal dwellings have a time frame of vacancy, occupied less than 6 months per year? How are they really defined? Are they for recreation or vacation?

Kennels should be defined by the PA Dog Law, only allowing Boarding Kennels.

Pet care facilities as an accessory use.

Incinerators. Two types: Types 1 was defined as an accessory to agricultural uses and Type 2 is non-ag uses. Accessory or principle uses.

Mining and quarrying – accessory use as mining and quarrying related to rock and minerals only. Top soil removal is allowed.

RA

Non-conforming lots can switch uses as long as they are conditional uses in RA accessory table.

Still requiring 50 acres remaining after subdivision to a different primary use.

Equestrian facilities and golf courses (country clubs goes to C), places of assembly goes to regional C, other is P.

Mining and quarrying, water production facilities, essential services – type 1 – storage (etc) is permitted (in category 1 and category 2...note change in all tables) and type 2 ..conditional use as an accessory use .water treatment and or pumping, solar-Leave it be, switched from Permitted to Conditional changed because there is space.

Food trucks – accessory P in category 1

Farm café is an accessory use to ag

Ag is an accessory use in category 2.

Kennels/Pet care facilities – allow as principal use on 1-2 . striking pet care facilities because already permitted under kennel definitions. Accessory uses kennels - Reference the dog law for definitions of what is a kennel.

Schools – conditional in all districts

Farm business/non-impact business: Home occupation type 2 are for farm-based no impact based business. Allows to be run in an accessory dwelling. Type 1 – PPP

Ms. Dininni moves to eliminate the maximum number of home based non-impact businesses as an accessory dwelling.

Ms. Yagle stated that the MPC has no limitation, so by removing it, It would be in conformance with the MPC.

Mr. Miller took vote, all in favor, so long as we get Solicitor's thoughts

Change cideries to same as farm café paving requirements

Planning commission will make recommendation at their regular October 14, 2019 meeting.

Public Hearing will be October 21, 2019 at the regular Board of Supervisors meeting.

After the public hearing, zoning map amendments will be heard.

ADJOURNMENT

Mr. Miller called for adjournment. With no further business to come before the before the Board of Supervisors, the meeting was adjourned.

Respectfully submitted,

David Pribulka, Township Manager
For the Board of Supervisors



TOWNSHIP OF FERGUSON

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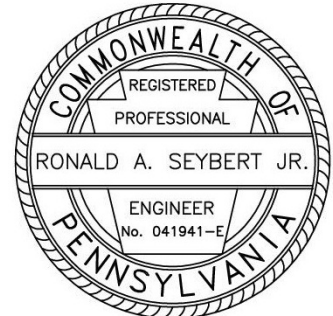
www.twp.ferguson.pa.us

TO: David Modricker, Public Works Director

FROM: Ron Seybert, Township Engineer

DATE: October 28, 2019

SUBJECT: Rushcliffe Street One-Way
Traffic Engineering Study



Background:

At a public meeting of the Board of Supervisors on June 17, 2019, the Board of Supervisors requested that a study be performed to determine if Rushcliffe Street could be posted as a one-way street with traffic flowing only from Circleville Road toward Havershire Boulevard. This narrative describes the methodology used to complete the study along with a recommendation.

The requirements for one-way streets are included within Pennsylvania's Manual on Uniform Traffic Control Devices (MUTCD), also designated as Pennsylvania Publication 212 (Pub 212). This publication is adopted by the Pennsylvania legislature and is the standard to be followed to create legally enforceable traffic restrictions. Additional guidance on one-way street postings is included in the Federal Highway MUTCD, PennDOT Publication 46 on Traffic Engineering Studies, and the Sign Handbook, Publication 236.

Methodology:

Within Pub 212, there are six specific criteria that need to be met in order for a one-way street posting to be considered. If all of the criteria are met, the decision to post is still at the option of the governing body. The criteria are:

- (1) *The traffic flow can be accommodated in both directions. Whenever possible, an adjacent parallel street should be used to form a one-way couplet.*
- (2) *The street has a reasonable number of intersections for entrance to or exit from the one-way street or one-way system.*
- (3) *The roadways at the terminal points of the one-way street provide satisfactory transitions to and from the two-way operation.*
- (4) *There will be a reduction of intersection delays.*
- (5) *Existing bus routes can be satisfactorily accommodated.*
- (6) *Emergency vehicles can reasonably and expeditiously reach their destinations.*

All of these criteria are evaluated in this report. Guidance from the other publications referenced above in the Background section are informational and help to guide the decision process as well as proper posting of signing if the one-way restriction is implemented.

Data Collection:

To perform the study, the following data was collected.

- Geometric conditions of Rushcliffe Street and parallel streets (Circleville Road and Havershire Boulevard)
- Peak hour traffic turning movement counts (TMC) at Rushcliffe Street/Havershire Boulevard, Rushcliffe Street/Circleville Road, and Circleville Road/Havershire Boulevard
- Input from emergency responders and transit providers

Rushcliffe Street is classified as a Residential Access street and has a width of 20 feet with sidewalks along both sides of the street. Pedestrian crossings exist at either end of Rushcliffe Street at the intersections with Havershire Boulevard and Circleville Road. The street is currently posted at 25 MPH and has parking restrictions posted that permit alternate side parking on the tangent sections of the street, with a no parking area on both sides along the middle section of the street that is on a horizontal curve.

Havershire Boulevard is classified as a Collector Street and has a width of 26 feet with sidewalks on both sides of the street. Pedestrian crossings exist on Havershire Boulevard at the intersection with Circleville Road, on the north side of the intersection with Rushcliffe Street, and at the Circleville Shared Use Path approximately 100 feet south of Rushcliffe Street. The street is currently posted at 30 MPH and has parking limited due to striped travel lanes. CATA bus stops are located at the Circleville Shared Use Path crossing, but no pull-offs are provided at this location.

Circleville Road is classified as a Collector Street and has a width of 26 feet with a sidewalk on the south side of the street. No pedestrian crossing are provided for Circleville Road since sidewalks only exists along the south side of the street. The street is currently posted at 35 MPH and has parking limited due to striped travel lanes. Circleville Road is used by CATA but does not have any stops in the immediate vicinity.

Peak hour manual turning movement counts (TMC) were performed at the intersections of Rushcliffe Street at Havershire Boulevard, Rushcliffe Street at Circleville Road, and Circleville Road at Havershire Boulevard. The TMC were performed on October 15th through October 17th between the hours of 7:00 to 9:00 AM and 4:00 to 6:00 PM. Count data included cars, trucks, buses, bicycles, and pedestrian activity at all locations. Intersection data was also collected such as lane widths, street grades, and transit stop locations for use in the capacity analysis.

Emergency responders and transit providers were requested to offer input on the effects that converting Rushcliffe Street to one-way would have on their response times and operation.

All collected data is included in the appendix to this report.

Analysis:

An evaluation of each of the six criteria listed in the methodology section was completed and is discussed below:

- (1) *The traffic flow can be accommodated in both directions. Whenever possible, an adjacent parallel street should be used to form a one-way couplet.*

An adjacent parallel route consisting of Havershire Boulevard and Circleville Road effectively constitutes an adjacent parallel street that can accommodate traffic flow in the opposite direction of the proposed one-way designation of Rushcliffe Street. However, Havershire Boulevard and Circleville Road would maintain their two-way traffic flow. This criterion is met.

- (2) *The street has a reasonable number of intersections for entrance to or exit from the one-way street or one-way system.*

There are no intersecting streets along Rushcliffe Street. The overall length of Rushcliffe Street is 0.15 miles, and the parallel route along Havershire Boulevard and Circleville Road is 0.13 miles. The greatest increase of distance that an individual would need to travel if Rushcliffe Street were converted to one-way would be 0.28 miles. It appears this criterion meets the reasonableness test.

- (3) *The roadways at the terminal points of the one-way street provide satisfactory transitions to and from the two-way operation.*

The proposed one-way street would begin and end at tee intersections where no transitions are needed to two-way operation for a through operation. This criterion is met.

- (4) *There will be a reduction of intersection delays.*

To evaluate the effects of a one-way street on intersection delays, a capacity analysis was performed for the three affected intersections; Havershire Boulevard at Rushcliffe Street, Circleville Road at Rushcliffe Street, and Circleville Road at Havershire Boulevard. The conditions for the analysis included the existing two-way operation and the proposed one-way operation on Rushcliffe Street with the results being compared for reductions in delay.

TMC data collected was summarized to determine the peak hour of traffic at each intersection during the morning and afternoon typical weekdays along with the peak hour factor for the analysis. This information is included in the data collection appendix. Existing two-way traffic volumes are depicted in Synchro Print Windows included in the appendix for both AM and PM peak periods.

To determine traffic volumes with a one-way conversion of Rushcliffe Street, restricted traffic movements were reassigned as outlined in the following table. The resultant volumes that reflect a one-way traffic pattern are depicted in Synchro Print Windows included in the appendix for both AM and PM peak periods.

Current Movement to Restrict	Movement to Add to	Movement to Add to	Movement to Add to	Movement to Delete from
Rushcliffe/ Circleville NB Left	Rushcliffe/ Havershire EB Left	Havershire/ Circleville NB Left	Circleville/ Rushcliffe WB Thru	
Rushcliffe/ Circleville NB Right	Rushcliffe/ Havershire EB Left	Havershire/ Circleville NB Right		Havershire/ Circleville EB Through
Havershire/ Rushcliffe SB Right	Circleville/ Havershire WB Thru	Rushcliffe/ Circleville WB Left		Circleville/ Havershire WB left
Havershire/ Rushcliffe NB Left	Havershire/ Rushcliffe NB Thru	Circleville/ Havershire NB left	Rushcliffe/ Circleville WB Left	

Intersection capacity analysis was performed at all three of the study intersections for both the existing two-way operation on Rushcliffe Street and the proposed one-way operation. The capacity analysis was performed using Synchro Version 10 traffic analysis software. Adjustments to default settings for critical headway and follow-up headway were made to be consistent with observed values in Pennsylvania as outlined in PennDOT Pub 46 *Traffic Engineering Manual* for the HCM 2010 Methodologies utilizing a Suburban context.

The results of the capacity analysis is tabulated in Table 1 include in the Appendix which depicts the average vehicle delay, the total number of vehicles, and the total delay for all three affected intersections in the study area. The summary at the bottom of the table depicts that there is an increase in total intersection delay of 143.9 seconds or a 5% increase in total intersection delay. This criterion is not met.

(5) Existing bus routes can be satisfactorily accommodated.

To evaluate this criterion, requests for information were provided to the Centre Area Transportation Authority (CATA) and the State College Area School District (SCASD) as well as observations during peak hour traffic counts.

CATA indicated that they do not use or ever plan to use Rushcliffe Street to serve their fix bus service routes. They could have a request for CATARIDE (paratransit service), but those

vehicles are smaller vehicles that can negotiate the network regardless of two-way or one-way operation.

SCASD indicated that their school bus stops on Circleville Road at Rushcliffe Street and that the one-way option should not be a problem for their buses.

During the intersection traffic count AM peak period, a smaller van with the School Bus placard was observed entering Rushcliffe Street from Havershire Boulevard and exiting Rushcliffe Street onto Circleville Road. This van would need to reverse the route to access the home where the passenger pick-up was located. Although the route would be somewhat longer with additional time required, it could be satisfactorily accommodated.

This criterion is met.

(6) Emergency vehicles can reasonably and expeditiously reach their destinations.

To evaluate this criterion, requests for information were provided to the Ferguson Township Police Department (FTPD), Alpha Fire Company (Alpha), and Centre Life Link (CLL).

FTP indicated that it would be an annoyance but would not dramatically hinder response time and that they do not have an opposition to the one-way pattern.

Alpha indicated that they would be okay with the one-way pattern as well. They noted that the houses on Rushcliffe Street are all sprinklered, and that the street is relatively short with good access.

No response was provided by CLL.

From the responses that were provided, it appears that this criterion is met.

Recommendation:

Based upon the analysis performed above, the requested one-way operation does not meet all six of the criteria. The limiting criterion is the reduction in intersection delay. The proposed one-way operation increases the overall delay at the study intersections during the peak study periods.

I recommend that the existing two-way traffic operation remain and that the one-way operation not be considered.

Attachments: Appendix

Copy: Rushcliffe Street Road File



November 1, 2019

Ferguson Township Board of Supervisors
c/o Mr. Dave Pribulka, Township Manager
3147 Research Drive
State College, PA 16801

Dear Supervisors:

As you are aware, the Centre Region Parks and Recreation Authority is currently fundraising for unfunded needs for Whitehall Road Regional Park's Phase I development. Since Ferguson Township is a co-owner of the property with the Centre Region Council of Governments, we are hopeful that the Board of Supervisors will consider this special funding request.

There are multiple funding needs at this time that include the following projects totaling \$145,360:

- The Authority asks the board to fund the **\$75,000** cost of constructing a storage building to house and protect the equipment that will be used at the park. The proposed building would be a three-bay garage-style building, similar to the one at Oak Hall Regional Park. The Agency will store its specialty equipment for the park's day-to-day maintenance in this building to include mowers, turf maintenance equipment, tractors, ATVs, hand tools, equipment/supplies, etc. If this building is not complete upon the opening of Phase I, the Agency will need to haul equipment and supplies to the site on a day-to-day basis. There are storage limitations at the current Stewart Drive facility, and grant money for funding this necessary maintenance amenity is not available.

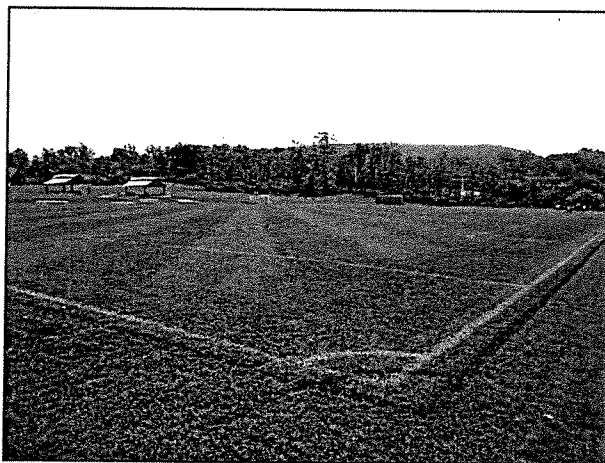
The Township's donation would be added to the existing project budget that includes the site development and infrastructure costs for the storage building. This building was not included in the Master Plan because at the time that the Master Plan was approved, a much larger Central Maintenance Facility was earmarked to go into the park. In 2016, the Central Maintenance Facility was removed from the Master Plan, but no storage building was placed back into the plan.

- The Authority is requesting a funding match for a traditional grid-style irrigation system that was not included in the initial Master Plan for the park. The irrigation system is for the two medium-sized rectangular grass fields on the north side of the park. It makes the most economical sense to install the irrigation system during site development so that once the fields are seeded, there are not any additional disturbances. To install irrigation after a field has a mature grass root system, the field will be unusable for up to two playing seasons because the field will need to be re-crowned and re-seeded and allowed to grow until the root zone is secure

Ltr. to Ferguson Board of Supervisors
November 1, 2019
Page 2

and healthy enough to withstand use. The Land Development Plan includes this irrigation system in the park's design documents, but this project remains unfunded.

Below are photos of the difference between irrigated fields vs. non-irrigated fields and how the irrigation really helps to keep the field's grass strong and healthy. Currently, Fogleman Fields are irrigated and are quite green, and have a full root system with sturdy and strong grass (left photo). Oak Hall Regional Park's outfields, used this year for softball and baseball, as well as for youth flag football, have a lot of thatch, are browning, and aren't as lush (right photo). Rectangular field sports can be detrimental to natural grass fields if there isn't a maintenance plan, to include irrigation, in place; the Whitehall Road Regional Park fields will be heavily used.



Fogleman Field with irrigation

(photos taken same day—October 2, 2019)

Oak Hall Regional Park without irrigation

The Authority asks the Board to consider contributing **\$30,000** to the installation of an irrigation system for the grass fields. Those funds would be matched to a \$15,000 grant opportunity in order to reach the full \$45,000 (estimated) cost for this two-field system. The Agency has started the preliminary design review for the grant proposal which will be submitted in early 2020.

- The Authority asks the Board to contribute **\$40,360** to the cost of planting trees at the park. These funds would be used in conjunction with budgeted funds and grant funding to plant the buffers, parking lots, and infiltration basins. The Township's donation will be added to the \$17,200 already included the budget for trees.

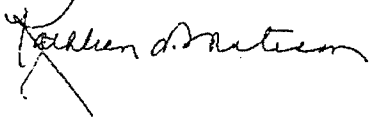
The Centre Region Parks and Recreation Authority and Agency staff are working very hard to find additional funding sources for the Phase I development of Whitehall Road Regional Park to cover infrastructure costs, park amenities, and for additional upgrades. We are utilizing all fundraising methods to include statewide and national grant programs, individual donor requests, and proposals to other non-profit foundations. We have raised \$676,718 to date as of our last grant award announced on October 25, 2019.

Ltr. to Ferguson Board of Supervisors
November 1, 2019
Page 3

The Authority hopes that you will support our request for the park projects as outlined herein. Should the Board of Supervisors require more information, please let me know.

Thank you for your time and consideration.

Sincerely,



Kathleen D. Matason, Chairperson
Centre Region Parks and Recreation Authority

cc: James C. Steff, COG Executive Director
Pamela J. Salokangas, CRPR Director

October 25, 2019

Jenna Wargo
Director of Planning and Zoning
Ferguson Township
3147 Research Drive
State College PA 16801

RE: Development Schedule for The Landings

Dear Jenna,

On behalf of our client, S&A Homes, we propose the revised development schedules as follows:

The Landings:

Phase	Final Plan Submission Deadline	Description
9	December 31, 2026	140 multi-family
4	December 31, 2027	98 multi-family
5	December 31, 2027	138 multi-family
3	December 31, 2027	60 single family
8	December 31, 2028	60,000 sq. ft. NC
10	December 31, 2028	70,000 sq. ft. NC
1	Complete	44 single family

This is no change from the schedule approved last year.

If you have any questions, please don't hesitate contact me.

Regards,



C. Anthony Fruchtl, P.E.
Project Manager

Cc: File No. 15048

Pribulka,David

From: Dininni,Laura
Sent: Monday, November 18, 2019 12:32 PM
To: Pribulka,David
Cc: Modricker,David; Albright,Chris
Subject: 12/2 Consent Agenda item
Attachments: PGMSAPMobility2019.pdf














Possible speed reductions on Rts 45 and 26: To address safety and mobility concerns of the residents of Pine Grove Mills, the PGM Small Area Plan prioritizes speed reductions on Rt 45 on either end of the SAP study area (see SAP Mobility map) and on Water Street, Rt 26, as it enters and exits the village to the South.

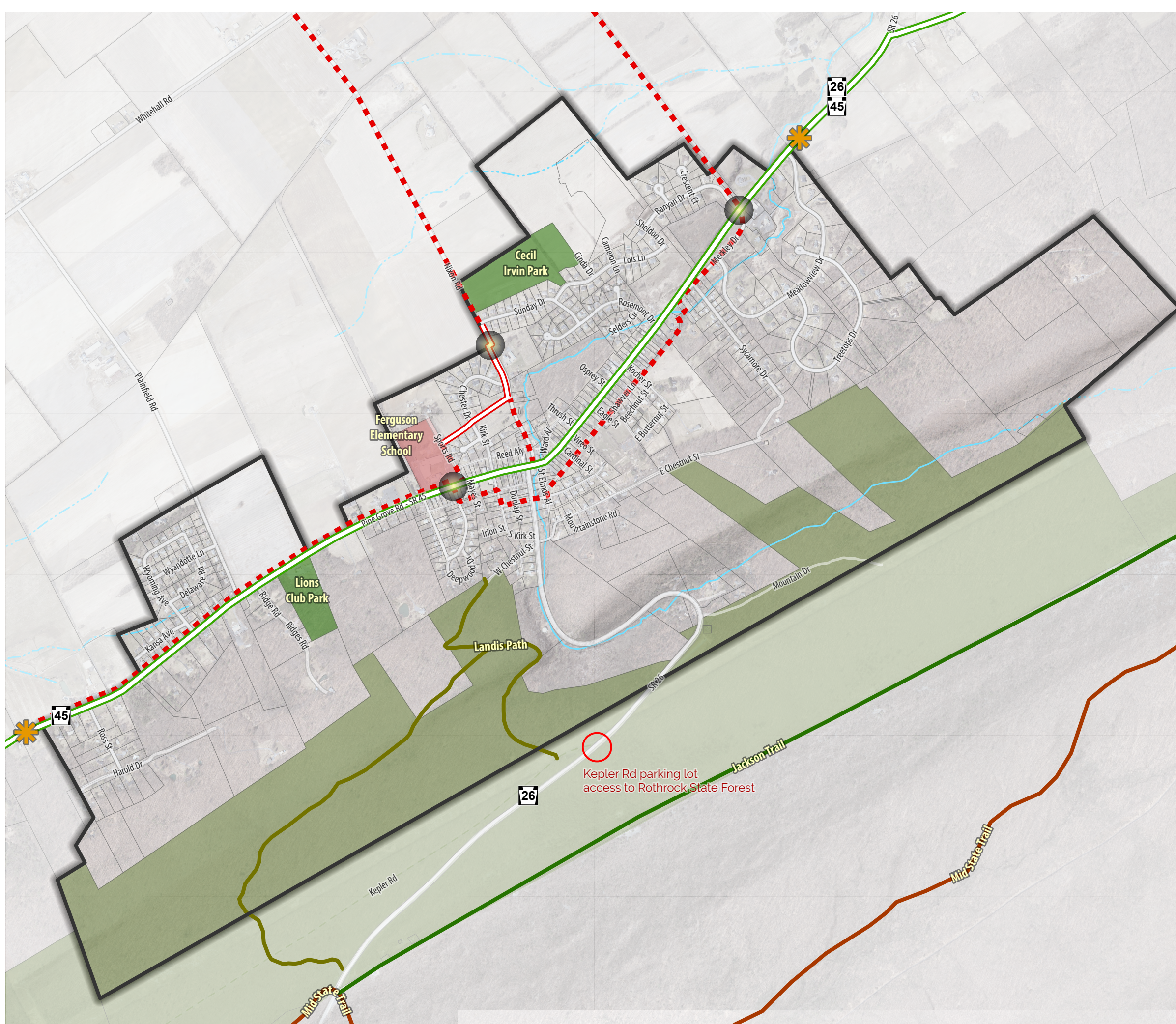
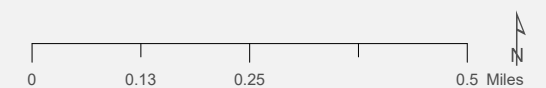
Proposed motion: For the FT BOS to discuss a request to FT Staff to request that PennDOT conduct a speed study or for FT Staff to review findings of an existing study if these areas were studied recently.

IMPORTANT WARNING: The information in this message (and the documents attached to it, if any) is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken, or omitted to be taken, in reliance on it is prohibited and may be unlawful. If you have received this message in error, please delete all electronic copies of this message (and the documents attached to it, if any), destroy any hard copies you may have created and notify me immediately by replying to this email. Thank you.

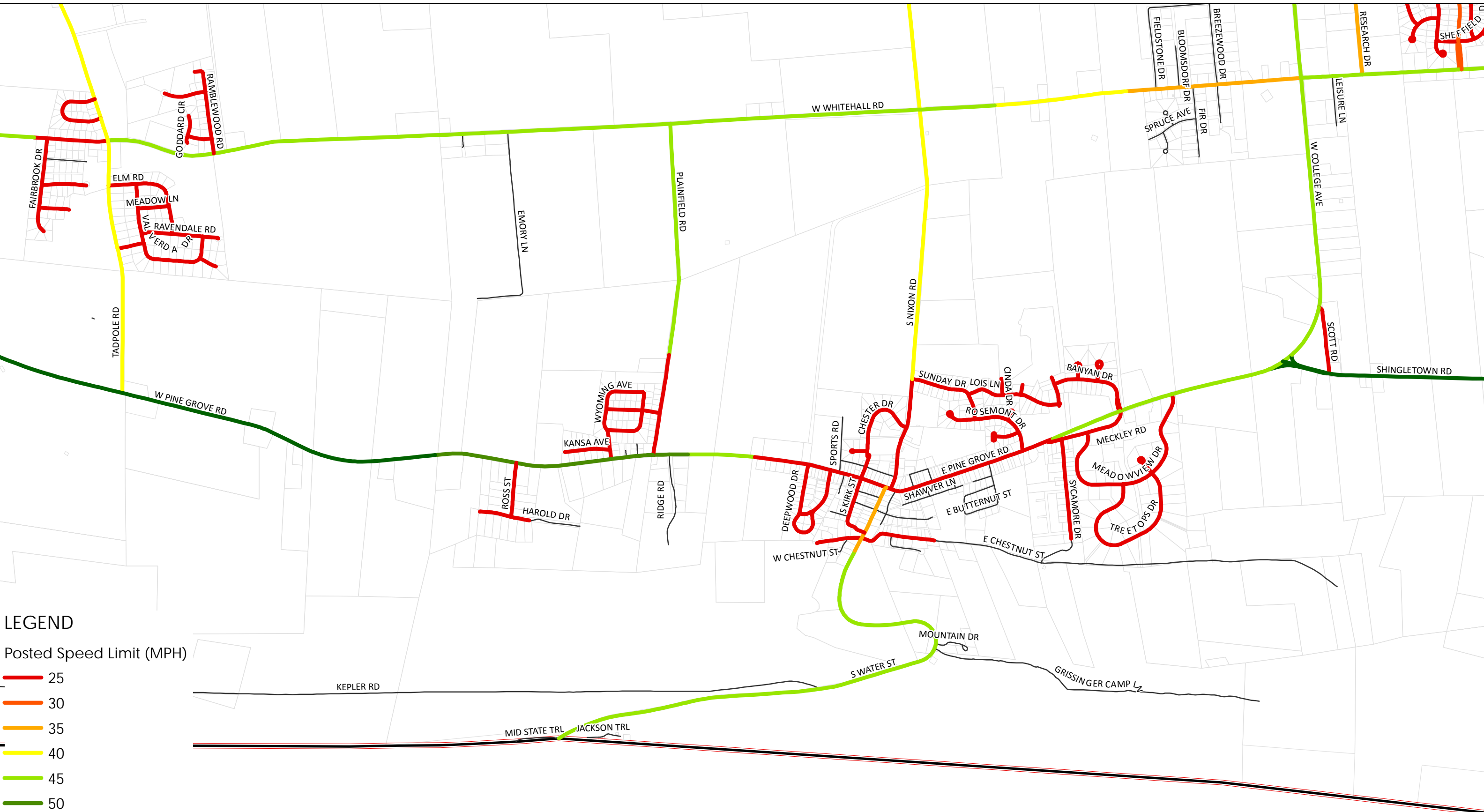
Ferguson Township PINE GROVE MILLS SMALL AREA PLAN

Mobility Map

-  Study Area Boundary
-  Parcels
-  Enhanced Pedestrian Crossing
- Bike Facilities**
 -  Shared Use Path
 -  BicyclePA Route G
 -  Proposed Bike Path
- Rothrock Trails**
 -  Mid State Trail
 -  Hiking Only
 -  Rothrock Shared-Use Trail
- Open Space Property**
 -  Park
 -  School
 -  Rothrock State Forest
-  Consider lowering speeds east and west of the Study Area on SR 45



V:\GIS_Data\Misc\PGM_SpeedLimit.mxd



LEGEND

Posted Speed Limit (MPH)

- 25
- 30
- 35
- 40
- 45
- 50
- 55

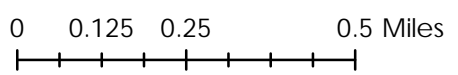
Private Street

Municipal Boundary

Parcels

PINE GROVE MILLS

POSTED SPEED LIMITS

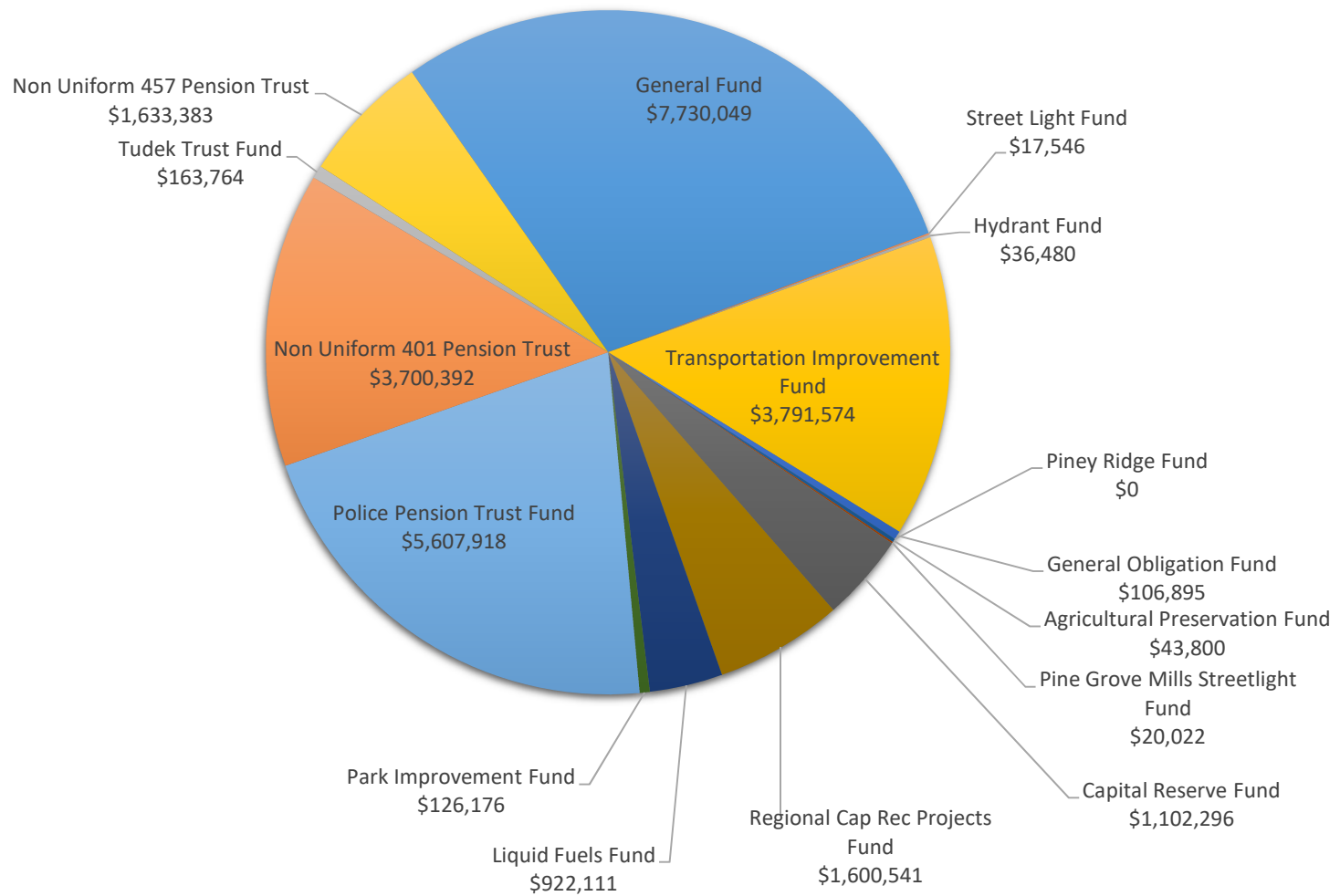




MONTHLY TREASURERS REPORT

SEPTEMBER 2019

CASH BALANCES BY FUND - SEPTEMBER 30, 2019



Ferguson Township Treasurer's Report

September 30, 2019

Statement of Cash Balances

General Fund

Checking

Jersey Shore State Bank Operating (3245)	5,561,353.08
JSSB Flex Plan Checking (8757)	14,716.50
Ameriserv Money Market 2602	260,091.49
Ameriserv CD (0210) (matures 12/3/19)(1/3 of total)	260,472.15
PLGIT General Fund (3017)	561,249.45
PLGIT General Fund CDs (2)(mature 9/11/19 & 12/30/19)	755,826.30

Investments

Morgan Stanley Brokerage Account (@ market)	0.00
JSSB/Voya Brokerage Account (@ market)	316,339.97

TOTAL GENERAL FUND

7,730,048.94

Other Funds

Fund 02 Street Lights

JSSB Checking (4836)	17,546.00
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Fund 03 Fire Hydrant

JSSB Checking (4844)	36,479.82
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Fund 16 General Obligation

JSSB Checking (4852)	106,895.25
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Fund 19 Agricultural Preservation

JSSB Checking (4879)	43,800.29
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Fund 30 Capital Reserve

Paypal Account	10,955.40
JSSB Checking (Employee Wellness Sinking Fund)(4909)	13,326.23
JSSB Capital Reserve Checking (3555)	160,033.18
JSSB Checking (Police Equipment Sinking Fund) (1711)	82,842.49
JSSB Checking (PW Equipment Sinking Fund)(4895)	599,224.91
JSSB Checking (Bldg Equipment Sinking Fund)(4887)	235,914.00

Fund 31 Regional Capital Recreation Projects

JSSB Checking (3547)	1,079,977.11
Ameriserv Money Market 2818	260,091.49
Ameriserv CD (0210) (matures 12/3/19)(1/3 of total)	260,472.15

Fund 32 Transportation Improvement

JSSB Checking (3539)	1,990,775.82
PLGIT Checking (3261) & Plus	40,920.83
PLGIT CDs (4)(mature 10/15/19, 2/10/20, 3/2/20, 3/2/20)	1,239,313.29
Ameriserv Money Market 2693	260,091.49
Ameriserv CD (0210) (matures 12/3/19)(1/3 of total)	260,472.15

Fund 33 Pine Grove Mills Street Lights

JSSB Checking (4917)	20,022.26
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Fund 34 Park Improvement

Ferguson Township Treasurer's Report

September 30, 2019

Statement of Cash Balances

JSSB Checking (4925)	126,175.94
<u>Fund 35 Liquid Fuels</u>	
JSSB Checking (4933)	(95,951.60)
PLGIT Checking (3020)	463,927.07
PLGIT CDs (3020) (mature 11/5/19 & 11/22/19)	554,135.69
<u>Fund 93 Tudek Memorial Trust</u>	
JSSB Checking (4976)	21,849.73
FNB Investments (@market)	141,914.59
Centre Foundation Investments	
TOTAL OTHER FUNDS	7,931,205.58
TOTAL NON PENSION FUNDS	15,661,254.52
Employer Pension Trust Funds	
<u>Fund 60 Police Pension Trust</u>	
JSSB Checking (4941)	6,583.00
PNC Enterprise Checking (9642)	48,579.63
PNC Investments (@market)(includes accrued interest)	5,552,754.89
<u>Fund 65 Non Uniformed 401a Pension Trust</u>	
JSSB Checking (4968)	142,972.38
ICMA-RHS Employee Retirement Health Savings Trust (@ market)	78,451.25
ICMA-401 Employer Pension Investment Trust (@ market)	3,478,968.42
TOTAL PENSION TRUST FUNDS	9,308,309.57
GRAND TOTAL	24,969,564.09
Employee Pension Trust Funds	
<u>Fund 66 Non Uniformed 457 Pension Trust</u>	
ICMA-457 Employee Pension Investment Trust (@ market)	1,600,331.79
ICMA-ROTH IRA Employee Pension Investment Trust (@ market)	33,051.16
	1,633,382.95

Bank Reconciliation

Uncleared Checks by Fund

User: eendresen
 Printed: 11/26/2019 - 11:32AM
 Checks Before: 09/30/2019



Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
01	GENERAL FUND					
0	09/15/2019	Uncleared	AP	10870	PNC INSTITUTIONAL INVESTMENTS	3,307.63
0	09/15/2019	Uncleared	AP	11216	VANTAGEPOINT TRANSFER AGENTS 401	7,801.34
0	09/15/2019	Uncleared	AP	11218	VANTAGEPOINT TRANSFER AGENTS 457	6,046.51
0	09/15/2019	Uncleared	AP	11381	VANTAGEPOINT TRANSFER AGENTS-706007 ROTH	136.87
0	09/29/2019	Uncleared	AP	10870	PNC INSTITUTIONAL INVESTMENTS	3,307.63
0	09/29/2019	Uncleared	AP	11216	VANTAGEPOINT TRANSFER AGENTS 401	7,801.38
0	09/29/2019	Uncleared	AP	11218	VANTAGEPOINT TRANSFER AGENTS 457	6,046.51
0	09/29/2019	Uncleared	AP	11381	VANTAGEPOINT TRANSFER AGENTS-706007 ROTH	136.87
6192	09/29/2017	Uncleared	AP	11577	CBICC	2,500.00
6255	10/13/2017	Uncleared	AP	11547	FOSTER DANIEL	250.00
6727	01/31/2018	Uncleared	AP	11597	WITHERS KARYN	15.00
7254	06/15/2018	Uncleared	AP	11738	GREENE HERBERT	25.00
7622	08/31/2018	Uncleared	AP	11756	TOMKEIL PAUL	40.00
7947	11/15/2018	Uncleared	AP	11344	PETERSON INDUSTRIES INC.	684.53
8001	11/29/2018	Uncleared	AP	10720	MORRISON SHAWN	25.00
8162	01/15/2019	Uncleared	AP	10670	MAYER JONATHAN	750.00
8358	02/28/2019	Uncleared	AP	11614	SNAP ON INDUSTRIAL	11.47
8596	04/30/2019	Uncleared	AP	10422	GEISINGER HEALTH SYSTEM	157.47
8753	06/15/2019	Uncleared	AP	10755	NITTANY OFFICE EQUIP C O HON	254.10
8799	06/28/2019	Uncleared	AP	10240	COLLEGIATE PRIDE INC	171.92
8908	07/31/2019	Uncleared	AP	11815	EBEVYYG LEARING SOLUTIONS LLC	390.00
9001	08/22/2019	Uncleared	AP	10263	CORMANS MAIL SERVICE	2,873.11
9019	08/30/2019	Uncleared	AP	10565	JOHN TENNIS TOWING	175.00
9025	08/30/2019	Uncleared	AP	10710	MODRICKER DAVID J	424.00
9039	09/15/2019	Uncleared	AP	10003	A & A SALES ASSOCIATES	634.29
9040	09/15/2019	Uncleared	AP	10004	A & H EQUIPMENT COMPANY	17.24
9041	09/15/2019	Uncleared	AP	10010	ADVANCE AUTO PARTS	55.98
9042	09/15/2019	Uncleared	AP	10046	AMERON CONSTRUCTION	480.00
9043	09/15/2019	Uncleared	AP	11560	BARTLETT TREE EXPERTS	380.00
9044	09/15/2019	Uncleared	AP	10085	BASTIAN TIRE & AUTO CENTERS	1,191.48

Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
9045	09/15/2019	Uncleared	AP	11702	BLUE KNOB AUTO	900.00
9047	09/15/2019	Uncleared	AP	10189	CENTRE COUNTY COMMISSIONERS	611.46
9048	09/15/2019	Uncleared	AP	10197	CENTRE COUNTY RECYLING & REFUSE AUTHORITY	82.50
9049	09/15/2019	Uncleared	AP	10203	CENTRE DAILY TIMES	131.58
9050	09/15/2019	Uncleared	AP	10225	CINTAS CORPORATION # 536	70.00
9051	09/15/2019	Uncleared	AP	10231	CLEARFIELD WHOLESALE PAPER COMPANY INC	134.18
9052	09/15/2019	Uncleared	AP	10244	COMCAST BUSINESS	1,050.00
9053	09/15/2019	Uncleared	AP	10274	CPSA	30.00
9054	09/15/2019	Uncleared	AP	10324	DONS POWER EQUIPMENT	31.98
9055	09/15/2019	Uncleared	AP	10345	ECKS GARAGE INC	686.53
9056	09/15/2019	Uncleared	AP	10346	ECOLAWN	78.75
9057	09/15/2019	Uncleared	AP	11737	ECO-MAXX	65.00
9058	09/15/2019	Uncleared	AP	11672	EVO STUDIOS INC	150.00
9059	09/15/2019	Uncleared	AP	10374	FEDERAL EXPRESS	56.26
9061	09/15/2019	Uncleared	AP	10404	FOREMOST PROMOTIONS	1,727.04
9062	09/15/2019	Uncleared	AP	10409	FRED CARSON DISPOSAL INC.	437.16
9063	09/15/2019	Uncleared	AP	11288	FRYE'S SWEEPER AND SEWING CENTER, INC	12.99
9064	09/15/2019	Uncleared	AP	11820	GWIN DOBSON & FOREMAN, INC.	7,250.00
9065	09/15/2019	Uncleared	AP	11593	HOME DEPOT CREDIT SERVICES	149.00
9066	09/15/2019	Uncleared	AP	11253	INFRADAPT LLC	758.71
9067	09/15/2019	Uncleared	AP	10536	INTOXIMETERS	1,412.00
9068	09/15/2019	Uncleared	AP	10539	IRVIN FARMS	24.00
9070	09/15/2019	Uncleared	AP	10568	K & S DISTRIBUTION	138.00
9071	09/15/2019	Uncleared	AP	10608	LAMB MICHAEL	16.24
9073	09/15/2019	Uncleared	AP	10762	MARCO	812.00
9075	09/15/2019	Uncleared	AP	10710	MODRICKER DAVID J	1,066.88
9076	09/15/2019	Uncleared	AP	10724	MOUNT NITTANY MEDICAL CENTER	1,225.00
9077	09/15/2019	Uncleared	AP	10738	NATURE'S COVER & SHOPE'S COAL	121.50
9080	09/15/2019	Uncleared	AP	10819	PATTON TOWNSHIP SUPERVISORS	3,690.65
9081	09/15/2019	Uncleared	AP	10846	PENNSYLVANIA MUNICIPAL LEAGUE	65.00
9082	09/15/2019	Uncleared	AP	10864	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	122.01
9083	09/15/2019	Uncleared	AP	10927	REDLINE SPEED SHINE	280.33
9085	09/15/2019	Uncleared	AP	11017	SOSMETAL PRODUCTS INC	264.86
9086	09/15/2019	Uncleared	AP	11026	SPRING TOWNSHIP SUPERVISORS	3,521.69
9087	09/15/2019	Uncleared	AP	11037	STATE COLLEGE FORD LINCOLN INC	52.72
9088	09/15/2019	Uncleared	AP	11045	STEPHENSON EQUIPMENT INC	260.88
9089	09/15/2019	Uncleared	AP	11136	U S MUNICIPAL SUPPLY INC	2,214.50
9090	09/15/2019	Uncleared	AP	11159	VERIZON WIRELESS	211.73
9091	09/15/2019	Uncleared	AP	11173	WALKER & WALKER EQUIPMENT II LLC	219.22
9092	09/15/2019	Uncleared	AP	10771	WITMER PUBLIC SAFETY GROUP INC	351.75
9093	09/30/2019	Uncleared	AP	10016	AFLAC	176.77

Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
9094	09/30/2019	Uncleared	AP	10031	ALLIED MECHANICAL & ELECTRICAL	928.19
9095	09/30/2019	Uncleared	AP	11242	AMAZON CAPITAL SERVICES INC	906.56
9096	09/30/2019	Uncleared	AP	11595	APWA CENTRAL PA CHAPTER	55.00
9097	09/30/2019	Uncleared	AP	11239	ASAP HYDRAULICS STATE COLLEGE, INC	553.58
9098	09/30/2019	Uncleared	AP	10072	AVAIL BUSINESS SYSTEMS	200.93
9099	09/30/2019	Uncleared	AP	10122	BOROUGH OF STATE COLLEGE	8,073.58
9100	09/30/2019	Uncleared	AP	10177	CENTRAL PA FESTIVAL OF THE ARTS	280.00
9101	09/30/2019	Uncleared	AP	10201	CENTRE COUNTY UNITED WAY	72.00
9102	09/30/2019	Uncleared	AP	10203	CENTRE DAILY TIMES	1,289.36
9103	09/30/2019	Uncleared	AP	10234	CLEVELAND BROTHERS EQUIP CO INC	224.19
9104	09/30/2019	Uncleared	AP	10373	FAYETTE PARTS SERVICE INC	262.00
9105	09/30/2019	Uncleared	AP	10374	FEDERAL EXPRESS	40.04
9106	09/30/2019	Uncleared	AP	10380	FERGUSON TOWNSHIP SUPERVISORS	268,946.26
9107	09/30/2019	Uncleared	AP	10396	FISHER AUTO PARTS	299.59
9108	09/30/2019	Uncleared	AP	10409	FRED CARSON DISPOSAL INC.	1,289.60
9109	09/30/2019	Uncleared	AP	11329	HAWBAKER ENGINEERING	346.47
9110	09/30/2019	Uncleared	AP	11838	INSIDE THE TAPE LLC	375.00
9111	09/30/2019	Uncleared	AP	11833	IRON MOUNTAIN	65.00
9112	09/30/2019	Uncleared	AP	10554	JARU ASSOCIATES INC	41.50
9113	09/30/2019	Uncleared	AP	10565	JOHN TENNIS TOWING	65.00
9114	09/30/2019	Uncleared	AP	10568	K & S DISTRIBUTION	543.00
9115	09/30/2019	Uncleared	AP	11797	LANDPRO EQUIPMENT LLC	142.77
9116	09/30/2019	Uncleared	AP	10644	LOWES COMPANIES INC	153.96
9117	09/30/2019	Uncleared	AP	10762	MARCO	520.24
9118	09/30/2019	Uncleared	AP	11839	MARCO TECHNOLOGIES LLC	302.72
9119	09/30/2019	Uncleared	AP	11812	MEDEXPRESS	61.00
9120	09/30/2019	Uncleared	AP	11807	MODEL UNIFORMS	495.30
9121	09/30/2019	Uncleared	AP	10757	NITTANY OIL COMPANY	82.00
9122	09/30/2019	Uncleared	AP	10760	NOERRS GARAGE	1,995.89
9123	09/30/2019	Uncleared	AP	11332	NTM ENGINEERING INC	4,263.75
9124	09/30/2019	Uncleared	AP	10798	PA ONE CALL SYSTEM	592.50
9125	09/30/2019	Uncleared	AP	11344	PETERSON INDUSTRIES INC.	112.16
9126	09/30/2019	Uncleared	AP	11700	PETS COME FIRST	200.00
9127	09/30/2019	Uncleared	AP	10927	REDLINE SPEED SHINE	280.33
9128	09/30/2019	Uncleared	AP	10973	SAMS CLUB DIRECT	171.06
9129	09/30/2019	Uncleared	AP	11476	SITE ONE LANDSCAPE SUPPLY	2,051.23
9130	09/30/2019	Uncleared	AP	11614	SNAP ON INDUSTRIAL	257.58
9131	09/30/2019	Uncleared	AP	11042	STATE COLLEGE VOLUNTEER FIRE RELIEF ASSOC.	127,838.09
9132	09/30/2019	Uncleared	AP	11050	STOCKER CHEVROLET INC	758.38
9133	09/30/2019	Uncleared	AP	11080	T C TRANSPORT INC	660.67
9134	09/30/2019	Uncleared	AP	11115	TRAF O TERIA SYSTEM	233.00

Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
9135	09/30/2019	Uncleared	AP	11132	TW CONSULTING INC	20.55
9136	09/30/2019	Uncleared	AP	11136	U S MUNICIPAL SUPPLY INC	60.45
9137	09/30/2019	Uncleared	AP	11137	ULINE	211.66
9138	09/30/2019	Uncleared	AP	11551	WELLS FARGO	544.15
9139	09/30/2019	Uncleared	AP	11190	WESCO RECEIVABLES CORP	15.74
9140	09/30/2019	Uncleared	AP	11192	WEST PENN POWER	40.93
9141	09/30/2019	Uncleared	AP	11194	WEX BANK	71.00
9142	09/30/2019	Uncleared	AP	11204	WOLTERS KLUWER LEGAL & REGULATORY US	502.54
9143	09/30/2019	Uncleared	AP	11262	X-PERT COMMUNICATIONS	1,434.40
9144	09/30/2019	Uncleared	AP	11835	YCG INC	146.00
9145	09/30/2019	Uncleared	AP	11687	YOUR PLUMBING SUPPLY LLC	36.02
9146	09/29/2019	Uncleared	AP	11376	COLONIAL AUTO SUPPLY	620.97
9147	09/29/2019	Uncleared	AP	11217	FERGUSON TOWNSHIP POLICE ASSOCIATION	420.00
Fund 01Total:						506,905.09
02	STREET LIGHT FUND					
81	03/15/2018	Uncleared	AP	11192	WEST PENN POWER	0.29
110	09/30/2019	Uncleared	AP	10493	HITE COMPANY THE	27.40
Fund 02Total:						27.69
30	CAPITAL RESERVE FUND					
624	09/12/2019	Uncleared	AP	10183	CENTRE CO RECORDER OF DEEDS	110.00
625	09/15/2019	Uncleared	AP	10362	ENVIRONMENTAL PLANNING & DESIGN LLC	383.99
626	09/15/2019	Uncleared	AP	10436	GLENN O HAWBAKER INC	944.00
627	09/15/2019	Uncleared	AP	11675	GREENFIELD ARCHITECTS LTD	11,184.30
629	09/15/2019	Uncleared	AP	10487	HERITAGE ELECTRIC	3,660.00
630	09/15/2019	Uncleared	AP	10509	HRI INC	4,693.77
631	09/15/2019	Uncleared	AP	11332	NTM ENGINEERING INC	5,381.00
632	09/30/2019	Uncleared	AP	11675	GREENFIELD ARCHITECTS LTD	11,713.05
633	09/30/2019	Uncleared	AP	10475	HANSON AGGREGATES PA INC	65.52
634	09/30/2019	Uncleared	AP	11676	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS	30,094.78
Fund 30Total:						68,230.41
32	TRANSPORT IMPROVEMENT FUND					
2017036	10/15/2018	Uncleared	AP	10819	PATTON TOWNSHIP SUPERVISORS	9,898.12
2017062	09/15/2019	Uncleared	AP	10064	ASPHALT PAVING SYSTEMS INC	219,321.24
2017063	09/15/2019	Uncleared	AP	10236	CMT LABORATORIES	150.00
2017064	09/15/2019	Uncleared	AP	11578	CRILON CORP	20,674.00
2017065	09/15/2019	Uncleared	AP	10436	GLENN O HAWBAKER INC	27,977.48
2017066	09/15/2019	Uncleared	AP	10690	MID STATE PAVING LLC	1,000.00

Fund/Check No.	Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
						<hr/>
Fund 32Total:						279,020.84
35	LIQUID FUELS FUND					
305	09/15/2019	Uncleared	AP	10034	ALPHA SPACE CONTROL COMPANY INC	5,469.67
306	09/15/2019	Uncleared	AP	10064	ASPHALT PAVING SYSTEMS INC	255,984.80
307	09/15/2019	Uncleared	AP	10475	HANSON AGGREGATES PA INC	331.00
308	09/15/2019	Uncleared	AP	11593	HOME DEPOT CREDIT SERVICES	127.77
309	09/30/2019	Uncleared	AP	10436	GLENN O HAWBAKER INC	1,141.65
310	09/30/2019	Uncleared	AP	10509	HRI INC	522.23
311	09/30/2019	Uncleared	AP	10644	LOWES COMPANIES INC	237.22
						<hr/>
Fund 35Total:						263,814.34
93	TUDEK PARK TRUST FUND					
20190346	09/15/2019	Uncleared	AP	11837	COG	40.00
20190347	09/15/2019	Uncleared	AP	10481	THE HARTMAN GROUP	80.00
20190906	09/06/2019	Uncleared	AP	11035	STATE COLLEGE BOROUGH WATER AUTHORITY	26.00
20190907	09/30/2019	Uncleared	AP	11827	CENTRE FOUNDATION	412,716.99
20190908	09/30/2019	Uncleared	AP	10209	CENTRE REGION PARKS & RECREATION DEPARTMENT	880.00
						<hr/>
Fund 93Total:						413,742.99
						<hr/>
Grand Total:						1,531,741.36
						<hr/>

Tel-Power, Inc.
809 Tel Power Rd
Hollidaysburg, PA 16648

Invoice
Invoice Number:
73997

Voice: 814-695-5331
Fax: 814-695-0545

Invoice Date:
Nov 7, 2019

Page:
1

Sold To: Ferguson Township
3147 Research Drive
State College, PA 16801

Note: Contract #2019-C27
Green Light Go Round 4
Vehicle Detection Upgrade

Salesperson	Customer PO	Payment Terms
David L. Clabaugh	Contract #2019-C27	Net 30 Days

Quantity	Description	Unit Price	Extension
1.0000	Item #0608-0001 LS Mobilization	12,043.80	12,043.80
1.0000	Item #0901-0001 Maint. & Prot. of Traffic During Construction	3,047.43	3,047.43
6.0000	Item #9000-0770 Digital Wave Radar Presence Detection System	9,583.80	57,502.80
2.0000	Item #9000-0771 Digital Wave Radar Advance Detection System	9,359.50	18,719.00
2.0000	Item #9000-0772 Digital Wave Radar Cabinet Interface	6,797.00	13,594.00

Subtotal 104,907.03
Sales Tax
TOTAL 104,907.03

"We reserve the right to convert your check into an ACH (electronic transaction)."

OK
AS

32-439-610 - \$24,907.03
(GLG-2017-14206-1344) GLG Grant Round 4 - \$80,000.00



Township of

FERGUSON

Pennsylvania

Planning & Zoning Department

**Ferguson Township, Centre County, Pa.
Application for Zoning Variance/Appeal Hearing**

Application for a Hearing must be filed in the name of the owner of record or in the name of the holder of an option or a contract to purchase, or in the name of the lessee if authorized under a lease.

The application must be completed in full and the following must accompany the application:

1. Thirteen (13) copies of the application.
2. Thirteen (13) copies of a diagram or site plan (as outlined on page 3).
3. For a Variance Hearing a non-refundable filing fee of \$300.00
(make check payable to Ferguson Township).
- For an Appeal Hearing a filing fee of \$500.00 (make check payable to Ferguson Township). The Appeal Hearing fee is refundable if the applicant prevails in the appeal of a notice of violation.
- If applying for both a Variance Hearing and an Appeal Hearing both the Variance fee of \$300.00 and the Appeal fee of \$500.00 must be paid to the Township.
4. A copy of the applicant's deed or other instrument showing authority to file this application must be attached.
- If the instrument attached does not contain a legal description, a legal description must be provided.

All material should be submitted to the Ferguson Township Zoning Office no later than 5:00 PM on the fourth Monday of the month. All incomplete applications will not be processed.

Email chris@cube812.com

ENTRY OF APPEARANCE

Name Christpher J Fagan / Rebecca Kay Moore

Address 812 Science Park Road, State College, PA 16803

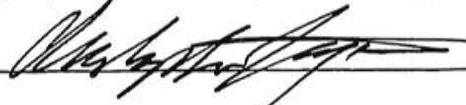
I am appearing on my own behalf ☒ (Check if this is true.)

I am representing _____

Please send me notice at the above address of any final decisions in this matter.

WAIVER OF STENOGRAPHIC RECORD

I agree to waive the requirements of Section 908(7) of the Pennsylvania Municipalities Planning Code which requires that a stenographic record of the proceedings be made, and consent that a record of the proceedings be prepared from a tape recording of the hearing and the recording secretary's minutes.

Applicant's Signature  R. Kay Moore
Date Nov 19, 2019

The undersigned hereby applies to the Ferguson Township Zoning Hearing Board for a hearing under the provisions of the Ferguson Township Zoning Ordinance affecting the following premises in the manner herein described.

Applicant Fagan/Moore

Address 812 Science Park Road, State College, PA 16803

Phone FAX 814 404-3737

Owner Rebecca Kay Moore / Christopher Fagan

Address 812 Science Park Road, State College, PA 16803

Phone FAX 814 404-3737

1. Location of premises 812 Science Park Road

2. Centre County Tax Map Parcel Number 24-433-033

3. Present zoning R1

4. How long has the applicant held an interest in the property? July 22, 1999

5. Present use of the premises Residential

6. Proposed use of the premises Residential/home office

7. Explain extent of proposed alteration(s), if any: Construct a covered walkway to physically connect original earth-berm residence to subsequently built free-standing residence addition

8. Describe all existing structures, including type size and height: Two-story earth-berm residence
(approx 24ft high, 2100 sqft), two-story residence addition (approx 30ft high, 1200 sqft),
storage shed (approx 8ft high, 8'x12')

9. Has the property been involved in previous zoning hearing(s)? No If so, describe date of hearing,
nature of hearing and outcome of hearing:

10. For new construction or alterations:

- a) Have plans been submitted to the Zoning Officer? no
b) Has he/she reviewed, approved, and signed the plans? no
c) Has he/she issued a permit? no

11. For a variance hearing, describe the provisions or regulations of the Ferguson Township Zoning Ordinance under which application for a variance is sought:

27-204 Home Occupation: The residence accessory building addition is being classified as an "auxillary building" and not a part of the residence dwelling. Variance is to allow the use of the free-standing accessory building for home occupation and recognize it as part of the earth-berm dwelling as originally intended and constructed.

12. For an appeal hearing, describe the alleged misinterpreted or misapplied provision of the ordinance which will be relieved by granting this appeal:

n/a

13. A variance will be granted only upon the showing of an unnecessary hardship meeting all of the following criteria:

- a) The unnecessary hardship is caused by unique physical circumstances in the size, shape or topography of the lot.
b) Because of the unnecessary hardship so caused, the lot cannot be developed in conformity with the Zoning Ordinance.
c) The unnecessary hardship was not created by the applicant. a) Key map showing the generalized location of the property.
d) The variance, if granted, would not alter the essential character of the neighborhood, impair the use or development of adjacent property or be detrimental to the public welfare.
e) The variance would be the minimum necessary to afford relief and would be the least possible modification of the Zoning Ordinance.

Describe hardship, as listed above, which will be relieved by granting this variance:

Due to the unique construction of the earth-berm house (encased in 8" of poured concrete and buried into the ground on 3 sides) the variance would allow for the "addition" structure to be officially recognized as part of the dwelling as intended when built. The unconventional nature of the earth-berm house makes a conventional construction solution for connecting the earth-berm residence to the free-standing addition (in accordance with ordinance 27-204) cost prohibitive and a financial hardship. This is why the addition was originally designed and built *next* to the house. Building a structure to connect directly into the earth-berm house presents many unique and difficult challenges. The variance would identify both structures as one dwelling and would afford future owners of the property the same privileges and opportunities as other home owners in the township.

14. Attach a diagram or site plan showing the following:

- a) Key map showing the generalized location of the property.
- b) North point.
- c) Name and address of all abutting property owners.
- d) Total tract boundaries of the property showing approximate distances and a statement of total acreage of the tract.
- e) All existing streets including streets of record (recorded but not constructed) on or abutting the tract including names and right-of-ways.
- f) If relevant to the application, existing sewer lines, water lines, fire hydrants, utility lines, culverts, bridges, railroads, watercourses, and easements.
- g) All existing buildings or other structures and approximate location of all tree masses.

15. List all abutting property owners. Include full name, address, and telephone numbers

Scott & Bonnie Abbott Residence, 814 Science Park Road, State College, PA 16803, 814 505-7637

S&A Regional Office, 800 Science Park Road, State College, PA 16803, 814 231-8560

Centre Dance, 2121 Sandy Drive, State College, PA 16803, 814 238-8685

Penny West Residence, 2528 Harvest Ridge Drive, State College, PA 16803 814 867-4440

FOR STAFF USE ONLY:

- ☐ Plans submitted
- ☐ Advertised
- ☐ Posted
- ☐ Fee Paid

Revised
09/14/2017

SITE PLAN

Fagan/Moore Residence
Ferguson Township Parcel #24-433-33

812 Science Park Road
State College, PA 16803
814 404-3737
3350 Sq ft

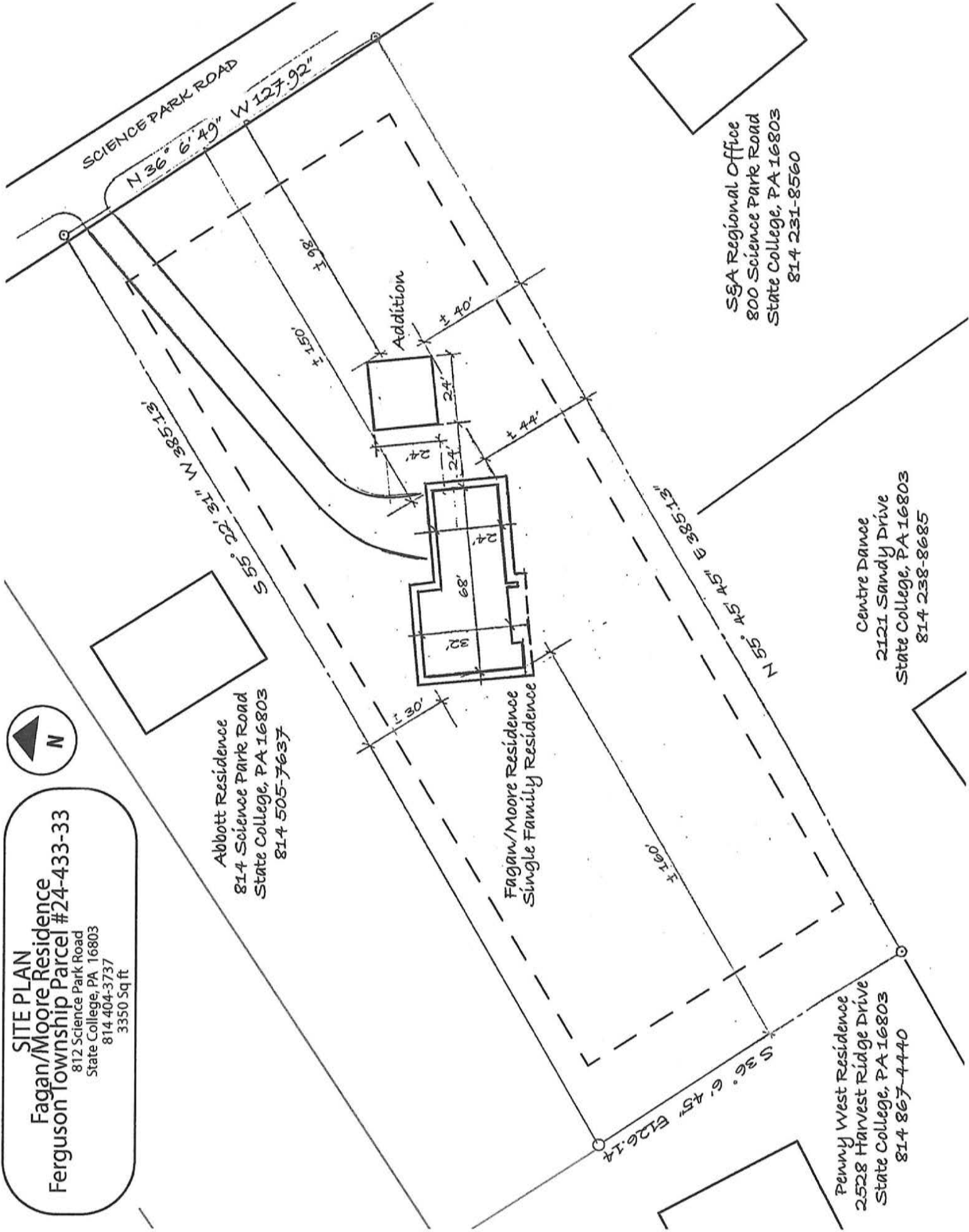
Abbott Residence
814 Science Park Road
State College, PA 16803
814 505-7637

Fagan/Moore Residence
Single Family Residence

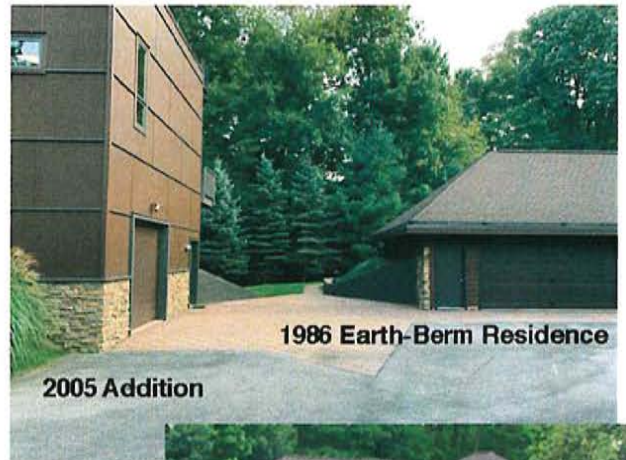
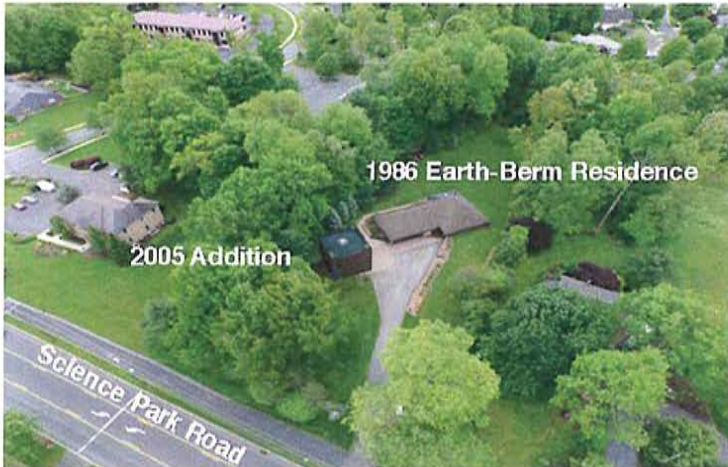
SEA Regional Office
800 Science Park Road
State College, PA 16803
814 231-8560

Centre Dance
2121 Sandy Drive
State College, PA 16803
814 238-8685

Penny West Residence
2528 Harvest Ridge Drive
State College, PA 16803
814 867-4440



812 SCIENCE PARK ROAD



734-A

Receipt 29846
 Entered 07-26-1999 13:59:14
 Printed 07-26-1999 14:02:13

Hazel M. Peters
 Recorder of Deeds - Centre County
 414 Holmes Avenue Suite #1
 Bellefonte, PA 16823

MITINGER, ROBERT B JR
 2147 E COLLEGE AVE
 STATE COLLEGE PA 16801

DEEDS - TAXABLE

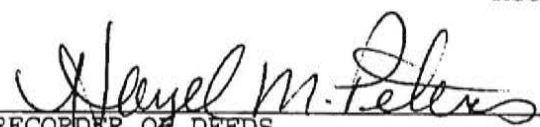
R 01102-0734 1650 3 pages
 1 NELSON, JOHN G
 2 FAGAN, CHRISTOPHER J
 ***** RETURN TO *****
 ROBERT MITINGER

 County Fee 15.00
 State Writ .50
 State RTT 1,625.00
 RTT - FERGUS 812.50
 RTT - STATE COLL 812.50
 Affordable Housing 11.50

DEEDS - TAXABLE 3,277.00

Commonwealth of Pennsylvania)
)
 County of Centre)

Recorded on Jul 22, 1999

By: 
 RECORDER OF DEEDS
 CENTRE COUNTY

This sheet includes required recording and tax information and is part of the
 official record. DO NOT DETACH

734-A

Receipt 29846
Entered 07-26-1999 13:59:14
Printed 07-26-1999 14:02:13

Hazel M. Peters
Recorder of Deeds - Centre County
414 Holmes Avenue Suite #1
Bellefonte, PA 16823

MITINGER, ROBERT B JR
2147 E COLLEGE AVE
STATE COLLEGE PA 16801

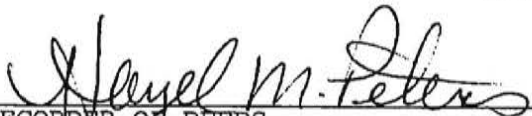
DEEDS - TAXABLE
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***** RETURN TO *****
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County Fee 15.00
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RTT - STATE COLL 812.50
Affordable Housing 11.50

DEEDS - TAXABLE 3,277.00

Commonwealth of Pennsylvania)
)
County of Centre)

Recorded on Jul 22, 1999

By: 
RECORDER OF DEEDS
CENTRE COUNTY

This sheet includes required recording and tax information and is part of the
official record. DO NOT DETACH

BK 1102PG0734

C:\wpdocs\Schneider\Deeds\Nelson to Fagan, Moore.wpd

3-4
27.
1625.
1625
Nelson**THIS DEED,****001650**Made the 15th day of July, 1999

BETWEEN **JOHN G. NELSON** and **HELEN J. NELSON**, husband and wife, of Ferguson Township, Centre County, Pennsylvania, parties of the first part, hereinafter referred to as Grantors,

AND

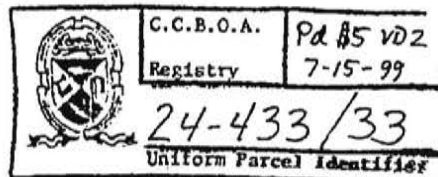
CHRISTOPHER J. FAGAN and **REBECCA KAY MOORE**, husband and wife, of State College, Centre County, Pennsylvania, parties of the second part, hereinafter referred to as Grantees,

WITNESSETH, that in consideration of **One Hundred Sixty-Two Thousand Five Hundred and 00/100 (\$162,500.00)** Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs and assigns, as tenants by the entireties,

ALL that certain tract or parcel of land and premises situate, lying, and being in the **Township of Ferguson, County of Centre**, and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a point and an iron pin on the westerly side of the right-of-way of Science Park Road, also known as Township Road #336, North 36° 06' 45" West 127.92 feet to an iron pin at the common corner of lands formerly of Replogle and Wedler, now Nelson and Wedler; the said Wedler lot is identified as Lot No. 2; thence along the common boundary line between Lot No. 1 (Nelson) and Lot No. 2 (Wedler) South 55° 22' 31" West 385.13 feet to the center line of an abandoned or vacated 50 foot right-of-way, the easterly 25 feet of which is now owned by Nelson; thence along the center line of the former right-of-way South 36° 06' 45" East 126.14 feet to an iron pin at the former HRB Singer, Inc. property line and the center line of another 50 foot right-of-way running from Science Park Road in a westerly direction; thence along the center line of that former 50 foot right-of-way North 55° 45' 45" East 385.20 feet to the iron pin on the westerly edge of Township Road #336 and the place of beginning.

BEING the same premises which Phyllis Kirsch granted and conveyed unto John G. Nelson and Helen J. Nelson, husband and wife, by two deeds, one dated June 5, 1987 and recorded in the office of the Recorder of Deeds for Centre County in Deed Book 454, Page 236 on June 9, 1987 and the other dated June 8, 1987 and intended to be recorded herewith.



BK 1102PG0735

The re-configured lot created by the aforesaid deeds is shown in the survey recorded in Plat Book 31, Page 191. To confirm the property line between the property herein conveyed and that of Wedler, quitclaim deeds between the Grantors herein and Wedler will be recorded contemporaneously herewith.

ALSO BEING known as Centre County Tax Parcel Number: 24-433/33

UNDER AND SUBJECT to an agreement between the Grantors herein and Wedler, which has been memorialized in the aforesaid quitclaim deeds that the cost of maintenance and removal, if necessary, of the trees over-spreading the common boundary shall be borne equally by the owners of the said properties theirs heirs, successors and assigns. This agreement is deemed to be a covenant running with the land.

UNDER AND SUBJECT to any and all existing covenants, restrictions, easements, and conditions of record, if any.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim, and demand whatsoever of the Grantors both in law and in equity of, in, and to the premises herein described and every part and parcel thereof with the appurtenances.



TO HAVE AND TO HOLD the above-described premises hereby granted, or mentioned and intended so to be, with the hereditaments and appurtenances unto the said Grantees, their heirs and assigns, to and for the only proper use and benefit of the said Grantees, their heirs and assigns, forever.

AND the said Grantors will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IF THIS INSTRUMENT is executed by more than one person or corporation or both as Grantor, the warranties and representations of each shall be joint and several. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the words "Grantor" and "Grantee" wherever used, shall include their heirs, executors, administrators, successors, or assigns.

IN WITNESS WHEREOF, said Grantors have signed this deed the day and year first above written.

Sealed and delivered
in the presence of:

 (SEAL)
 (SEAL)

BK 1102 PG 0736

Certificate Of Residence

I hereby certify that the precise residence of the Grantees herein is as follows:

812 Science Park Rd
State College, PA 16803

Philip B. M. Singer
 Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Centre : SS.

On this, the 15th day of July, 1999, before me, the undersigned officer, a Notary Public in and for said county and state, personally appeared **John G. Nelson and Helen J. Nelson**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Walter R. Guthrie (Notary Public)


RECORDED in the Office of the Recorder of Deeds, in and for said County, in REC'D Book No. 1102 Vol. --- Page 734.

WITNESS my hand and official seal this 22nd day of July, 1999.

Hazel M. Peters
 Recorder of Deeds

MAZZA, SCHNEIDER, ARBUCKLE & BASCOM
 ATTORNEYS-AT-LAW
 1315 SOUTH ALLEN STREET, SUITE 302
 STATE COLLEGE, PA. 16801

ENTERED FOR RECORD
 HAZEL M. PETERS
 RECORDER OF DEEDS
 CENTRE COUNTY
 '99 JUL 22 PM 2 32

Supplemental Regulations

with domestic chickens shall be protected from infestation by rodents, wild birds and predators. Failure to keep water, feed and other items associated with domestic chickens in a clean and sanitary condition will constitute a violation of this subsection.

- G. All stored manure shall be covered by a fully enclosed container or compost bin. No more than one twenty-gallon container of manure shall be stored on any one property housing chickens. It is unlawful to spread or cause to be spread or deposited upon any ground or premises within the Township any chicken manure and/or used bedding, with the exception where chicken manure and/or used bedding may be composted on the property where the domestic chickens are housed.
- H. In addition, the henhouse, chicken coop, chicken tractor, fenced area (chicken pen) or chicken run and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.
- I. It shall be unlawful for the owner or owners of any chicken hens to allow the same to run at large upon any of the common thoroughfares, sidewalks, passageways, play areas, parks, streets, alleys or public highways, or any place where people congregate or walk, or upon any public or private property. Any chicken hen not contained in a coop or run shall be deemed "at large".
- J. Slaughtering or butchering of chickens for personal consumption shall be permitted, provided that it is done wholly on the property where the chicken hens are kept. Slaughtering or butchering shall be conducted only in an indoor location and any waste created from slaughtering or butchering shall be disposed of in a proper and sanitary manner. Commercial slaughtering or butchering is prohibited unless it is done under the operation of an approved facility for the slaughtering of animals as regulated by the Pennsylvania Department of Agriculture.
- K. A zoning permit and fee shall be required.
- L. If a property owner abandons or vacates a permitted domestic chicken coop, henhouse, chicken tractor, fenced area (chicken pen) or chicken run, the Township shall allow the property owner 30 days to remove the structure from the property.

§27-721. Home Occupations.

Said uses shall be permitted in the residential districts upon application for and receipt of a permit from the Township for such home occupation so long as the home occupation meets the following requirements:

- A. The home occupation shall include, but not be limited to, the professional practice of medicine and dentistry, architecture, engineering, law, teaching (limited to not more than seven students at any one time), accounting, real estate and insurance, artists, writers, barbers, beauticians, seamstresses, lawn care and/or snow removal services, building, electrical and plumbing contractors and offices for small businesses.
- B. The home occupation shall be carried on completely within the dwelling unit except for lawn care and/or snow removal services and building, electrical and plumbing contractors if their main work or activity is not carried on at the residence.
- C. The home occupation shall be carried on only by members of the immediate family residing in the dwelling unit plus not more than one additional employee working in the home. For lawn care and/or snow removal services and building, electrical and plumbing contractors, additional employees may work off-site. The additional off-site employees shall not report to the home office on a daily basis for supervision, dispatch, meetings, or personnel matters and will essentially be directed in their daily work at their assigned work location.

Supplemental Regulations

- D. Not more than 25% of the floor area of the dwelling or 500 square feet, whichever is the lesser, shall be devoted to home occupations.
- E. Articles sold or offered for sale shall be limited to those produced on the premises.
- F. No repetitive servicing by truck for supplies and materials shall be required by the home occupation.
- G. There shall be no use of show windows or displays or advertising visible outside the premises to attract customers or clients other than a single sign identifying the home occupation, of a face are as specified by the Sign Ordinance [Chapter 19] and there shall be no exterior storage of materials.
- H. No exterior alterations, additions or changes to the residential character of the dwelling unit shall be permitted in order to accommodate or facilitate a home occupation.
- I. All parking shall be off street and two off street spaces shall be provided in addition to that required of the residence unit.
- J. Any maintenance and servicing of lawn care or snow removal equipment must be completed in an enclosed building so as not to create objectionable noise, fumes, dust or electrical interference.
- K. One home occupation only may be carried on in a residence.
- L. Prior to use of a residence as a home occupation, an applicant shall apply for a permit with the Zoning Administrator and pay the required fee. Within 14 days of said application, the Zoning Administrator shall notify the applicant, in writing, of the approval or denial of the permit, and shall state the provisions of this Part with which the application does not comply. Failure of the Zoning Administrator to properly grant or deny a permit in the manner and time period stipulated above shall constitute an approval of the application for the permit, and the residence may be used as a home occupation so long as the use complies with this Part.
- M. After a permit has been granted, the applicant must apply for and pay the permit fee on an annual basis, said application to be made annually before September 1 of each year and said permit to be reissued, if all conditions of this Part are met, on or before September 30 of each year.
- N. Any storage of equipment and supplies by any person engaged in a home occupation under this subsection must be in an enclosed building.

§27-722. Temporary Uses.

Temporary uses shall be permitted only in the General Commercial, General Industrial and Light Industry, Research and Development Districts in accordance with the requirements of this subsection. Any person desiring to benefit from this subsection shall be required to obtain a zoning permit. A health codes permit or a building permit must also be obtained if required by other Township ordinances. The completed zoning permit application shall set forth the date that the temporary use will terminate. A "temporary use" is not to occur on a regular basis at a site so as to become permanent. This subsection shall not apply to accessory uses allowed under the various district regulations. Any temporary use not specifically allowed by this subsection is prohibited.

- A. Temporary Uses Permitted. The following temporary uses are permitted according to the requirements specified and only for the period of time prescribed below:
 - 1. Outdoor Retail Sales (Also Known as "Sidewalk Sales," Fire Sales" and "Tent Sales." (Maximum duration of operation shall be not more than 15 consecutive days, limited to twice

RESOLUTION _____

A RESOLUTION OF THE TOWNSHIP OF FERGUSON CENTRE COUNTY, PENNSYLVANIA REPEALING RESOLUTION 2014-41 AND ADOPTING A REVISED ALLOCATION OF EARNED INCOME TAX AND REAL ESTATE TAX, AND REAL ESTATE TRANSFER TAX REVENUES TO THE TRANSPORTATION IMPROVEMENTS FUND.

WHEREAS, the Ferguson Township Board of Supervisors adopted Resolution No. 2001-23 and Ordinance No. 783 on October 15, 2001 establishing certain increases in taxes; and

WHEREAS, the Ferguson Township Board of Supervisors adopted Resolution 2001-25 establishing the initial allocation of new taxes to the Transportation Improvement Fund, and amended that Resolution by adopting Resolution 2014-41; and

WHEREAS, the Board of Supervisors desires to use the revenues generated by said taxes to provide funding for capital transportation projects that will address current or projected transportation system infrastructure deficiencies; and

WHEREAS, to provide for proper accounting of the revenues generated by said tax increases the Board of Supervisors has directed that a special fund be established entitled the Ferguson Township Transportation Improvement Fund.

NOW THEREFORE, the Ferguson Township Board of Supervisors does hereby resolve to reallocate revenues received from the real estate tax, real estate transfer tax and the earned income and net profits tax as follows:

- a.) Revenues generated by 0.53 mil of real estate tax or 21.88% of the total 2.422 mils of real estate tax,
- b.) Revenues generated by 0.0450% of earned income and net profits tax or 3.214% of the total 1.4% of earned income and net profits tax, and
- c.) Revenues generated by 0.50% of real estate transfer tax or 40% of the total 1.25% of real estate transfer tax.

FURTHER, the Board of Supervisors resolves that if any of the above tax rates are increased for general or specific purposes in the future the revenues generated by said rates shall be deposited at a revised percentage of the total rates established for each tax.

RESOLVED this 2nd day of December 2019.

TOWNSHIP OF FERGUSON

By: _____
Steve Miller, Chairman
Board of Supervisors

[S E A L]

ATTEST:

By: _____
David Pribulka, Secretary



November 9, 2019

David Pribulka
Township Manager
Ferguson Township
3147 Research Drive
State College, PA 16801

RE: Franchise Agreement with Comcast

Dear David:

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

1. The Agreement;
2. An executive summary of the Agreement;
3. A recommended ordinance (the "Ordinance") for the Township Board of Supervisors approving and adopting the Agreement; and
4. A notice of advertisement (the "Notice") for the Ordinance.

Should the Township Board of Supervisors approve the Agreement and Ordinance, please have the President sign the Agreement and scan/email same to me along with the signed Ordinance. I'll then forward the documents to Comcast for signing of the Agreement and will return a fully-executed original of same to you upon receipt from Comcast.

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

ORDINANCE NO. _____

**ORDINANCE OF THE TOWNSHIP OF FERGUSON AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND
COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC**

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

WHEREAS, Comcast of Colorado/Pennsylvania/West Virginia, LLC (“Comcast”) currently holds a cable franchise from the Township most recently granted to Comcast or a predecessor entity; and

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

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

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

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

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

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

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

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

ENACTED AND ORDAINED this ____ day of _____, 2019.

ATTEST:

TOWNSHIP OF
FERGUSON

Chairman, Board of Supervisors

ORDINANCE NO. _____

ORDINANCE OF THE TOWNSHIP OF FERGUSON AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC

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

WHEREAS, Comcast of Colorado/Pennsylvania/West Virginia, LLC ("Comcast") currently holds a cable franchise from the Township most recently granted to Comcast or a predecessor entity; and

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

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

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

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

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

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

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

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

ENACTED AND ORDAINED this ____ day of _____, 2019.

TOWNSHIP OF FERGUSON

By: _____
Steve Miller, Chairman
Board of Supervisors

[S E A L]

ATTEST:

David G. Pribulka, Secretary



CONFIDENTIAL ATTORNEY-
CLIENT COMMUNICATION

November 9, 2019

David Pribulka
Township Manager
Ferguson Township
3147 Research Drive
State College, PA 16801

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear David:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for Ferguson Township along with the other 7 members of the Centre Area Cable Consortium. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Kristen Ritchey and Jason Fajerski 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 Board of Supervisors.

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 Township 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 twenty-five (25) revenue sources that will maximize the Township's franchise fee revenue. This list includes all current eligible revenue sources as well as 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, etc. can and will impact the Township's franchise fee revenues, the Agreement is intended to maximize the Township'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 Township on a quarterly basis under the new Agreement.

In addition to franchise fee revenue, the Agreement permits the Township 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 interest of ten percent (10%) of the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by five percent (5%) or more, then Comcast also must contribute \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one (1) of Comcast's three (3) services (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 Township would be reduced. Section 6.5 of the Agreement states that the cable services portion of the bundled services discount may be reduced by no more than a proportionate share of the overall bundled services discount.

2. EG Capital Fee (Section 7.3)

The Agreement also requires Comcast to provide the Township with EG capital support funding that is intended to be used for capital expenses related to the EG channels. The EG capital support fee is to be paid within 45 days following the end of the first 3 calendar quarters and within 60 days following the end of the fourth calendar quarter throughout the term of the Agreement. The initial EG capital fee equals .168% of the Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area. Based on the current rates and subscriber counts, the EG capital fee equates to \$.223 per subscriber per month for a projected total over the 10 year term of \$500,000 for the 8 CACC municipalities.

At or after 60 months from the effective date of the Agreement, the EG capital fee can be increased - subject to Board of Supervisors approval - from .168% to .25% equating to \$.33 per subscriber per month for a projected incremental \$121,500 assuming that all 8 CACC municipalities take such action at 60 months from the effective date.

3. 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 duty to measure compliance with the standards after receiving subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four (4) hour “appointment window” for service calls;
- Requirements for notices to subscribers;
- Billing requirements, including a prohibition against late fees begin assessed fewer than thirty (30) days after the last billing date;
- Customer complaint procedures, including a rule against Comcast imposing 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;
- Credit for service interruptions of six (6) or more hours upon request; and
- Standards of subscriber privacy.

4. Free Services to Community Facilities (Section 7.1)

The Agreement requires Comcast to provide Standard level (or the equivalent based on Comcast’s then current service level classifications) television service to various Public Buildings (as defined in the Agreement). Such complimentary service will be provided within three (3) months of the effective date of the Agreement to the extent that such facilities aren’t currently receiving such complimentary service. The facilities must be located within one hundred twenty-five (125) feet aerial distance from the cable plant.

Notwithstanding the foregoing, the recent FCC 621 Order has injected complexity to this area 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 cable-related, in-kind contributions and fall within the 5% franchise fee cap. The Order outlines the options for local governments: 1) continue to receive the existing free cable services and reduce franchise fees by the fair market value of those services; 2) discontinue all the services and continue receiving franchise fees at their current level; or 3) reduce the services to certain buildings and reduce franchise fees by the value of the reduced service.

Of course, calculating the fair market value of these formerly free services is not as easy as it may at first appear. Cable operators have different rate cards for different categories of customers - residential, commercial, and institutional. Also, if there are multiple courtesy service connections, it is possible that bulk service discounts could apply rather than retail prices. In addition, if courtesy services are currently being provided pursuant to a side letter rather than the franchise agreement itself, or if they are included in the franchise agreement as a “voluntary service,” they may not be “franchise terms” that are eligible to be offset against franchise fees.

At this time, all cable operators continue to digest the Order and the related operational implications. As such, for franchise renewals which otherwise are ready to be concluded, there is the possibility that such renewals may in fact be concluded before definitive positions are taken by any given cable operator - particularly taking into account the possibility of the Order being overturned in part or in whole as the challenges from municipalities and municipal organizations began almost immediately upon the Order becoming effective.

5. Educational and Governmental (“EG”) Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental (“PEG”) channels noting that the designations of EG and PEG are often used interchangeably depending on the existence - or lack thereof - of the public access component of such channel(s). Noting the relationship of the Township to the other CACC municipalities as well as to C-Net, the Agreement sets forth provisions for various operational aspects of the EG channels including, but not limited, to the right to 12 remote origination points (of which there currently are 8), requirements for launching a high definition EG channel, reclaiming of a standard definition EG channel within 36 months of launching a high definition EG channel and interactive guide access considerations.

More so than is the case for the majority of franchise renewal negotiations, considerable time and effort was expended to ensure the maximization of all benefits to the CACC municipalities and C-Net due to the robust content shown over the 2 EG channels.

6. Cable System Specifications and Technical Requirements (Section 3)

The Agreement provides specific technical requirements for the cable system serving the Township. Section 3.3 of the Agreement requires the system to be built for digital television standards including the capability for high definition programming. In addition, Section 3.1 requires that the cable system must meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. Finally, it requires the cable operator to test the performance of the system on a periodic basis.

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

The Agreement provides numerous protections of the Township's public rights-of-way. For example, Comcast agreed to replace and restore any disturbance of public property by Comcast or any of its contractors or subcontractors within twenty (20) business days of the disturbance. In addition, the Agreement includes safety standards, the provision of service area maps to the Township upon request (in hardcopy and electronic format), requirement for disconnection and relocation of Comcast's wires and equipment upon request, and the need for Township approval for cutting down any trees in the public rights-of-way.

8. Reporting Requirements (Sections 5.7 and 6)

The Agreement contains four (4) reporting requirements 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 on the part of Comcast. Consistent with federal law, this report excludes complaints from subscribers concerning specific programming content. In addition and upon request, the Township may obtain from Comcast information regarding service repair requests and service interruptions.

Third, upon written request, Comcast must submit financial information meeting various reporting criteria noting that, as a publicly traded company, Comcast may satisfy such reporting requirement by providing the information that Comcast otherwise files with the U.S. Securities and Exchange Commission.

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

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 Township to be able to enforce these obligations. One of the more effective and practical enforcement mechanisms is pre-determined financial compensation, known in the law as liquidated damages.

Section 8.2 of the Agreement contains a provision for liquidated damages of \$250 per day for each violation of the Agreement. The Township may assess such liquidated damages 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 one hundred twenty (120) days, after which the Township may commence revocation proceedings or initiate a lawsuit.

10. Performance Bond (Section 8.4)

In the Agreement, Comcast also agreed to obtain and maintain a performance bond running to the Township 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 damages.

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 which is ten (10) years with Comcast. While many municipalities view even ten (10) years as too long, we know from our extensive dealings with Comcast over the years that this is a policy position from which Comcast simply won't 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 Township may award more than one (1) franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable television industry in certain parts of Pennsylvania, Comcast was insistent on including a competitive equity provision, also known as "level playing

field” provision, in the Agreement. Such provisions relate to the prospect of another cable operator wishing to provide cable services to the Township in the future.

The competitive equity provision negotiated with Comcast states that, if the Township grants an additional franchise to a competitor of Comcast’s and the material terms of the additional 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 Township agrees with Comcast that there is a lack of competitive equity will the Township and Comcast enter into discussions to amend the Agreement. Noting that we negotiated heavily on this point with Comcast, we are pleased that this provision places control with the Township and captures the notion of viewing the Agreement in the aggregate as opposed to an issue-by-issue analysis. In our experience, an issue-by-issue analysis can skew the perception of the Agreement 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, of course, contained in the Agreement, but we have attempted to highlight only the major items. Thank you for your cooperation and assistance in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

CABLE FRANCHISE AGREEMENT

BETWEEN

FERGUSON TOWNSHIP

AND

COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC

With assistance from:

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

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between Ferguson Township, a municipality located in Centre County, Pennsylvania (hereinafter referred to as the “Township”) and Comcast of Colorado/Pennsylvania/West Virginia, LLC (hereinafter referred to as “Comcast”).

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

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated August 18, 2008; and

WHEREAS, Comcast has requested that the Township 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 Township’s residents; and

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

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

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

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

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

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

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

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 Colorado/Pennsylvania/West Virginia, 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 Township 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) or oral 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) Access 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; 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 Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township 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 Township 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 Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (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) any and all locally-derived advertising revenues;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (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 Township 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) HD - High definition format.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

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

(w) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township 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. Public schools and libraries may be eligible under the then-current community investment policy of Comcast.

(x) 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 Township.

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

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

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

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township 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 Township has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of

video and audio signals to provide Cable Services. 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 Township 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 resolution of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

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

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township 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 Township 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 is submitted to the Township proposing to serve Subscribers within the Township, then the Township 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 Township 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 Township.

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

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 Township, 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

Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township 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 Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of 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 may apply or request that the Township apply 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 Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-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 Township 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 Township reserves the right, upon at least sixty (60) days' 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 of 1934, 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 Township 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 Township having notified Comcast in writing of the restoration and repairs required, the Township may cause

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

(b) Whenever Comcast or any 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 Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or 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 Township or any public utility serving the Township.

(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 Township, 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 Township to view a complete set of Comcast service area strand maps of the Township 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 Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township 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 Township 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 Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, 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 Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

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

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

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 Township 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 Township.

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 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 OFFICE HOURS AND 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 Township 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 Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township 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 Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber.

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 Township hereby requests that Comcast omit the Township'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 Township 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, 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) 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 thirty (30) 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) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of 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 TOWNSHIP**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township 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 Township 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 Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township 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 Township. The Township 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 Township 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 Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township 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 Township 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 forty-five (45) 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 Township. Within thirty (30) days of a written request, Comcast shall provide the Township 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 Township 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 Township 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 Township'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 Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township'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 Township 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 Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township.

Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

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 Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township 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 and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, 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 Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6

COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township 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 Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township 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 Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

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 Township 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 Township 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 Township with copies of financial records related to the Franchise Fee review or audit.

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

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township 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 Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

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 Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township 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 Township may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Township 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 Township shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Township 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 provide to the Township the use of two (2) Educational and Governmental ("EG") Access Channels in accordance with Section 611 of the Cable Act. Such EG Channels shall be shared among the CACC communities and used for community programming related to educational and/or governmental activities. The Township 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 Township.

(b) To enable the Township 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 this selected location and be distributed via the Cable System to Subscribers in the Township. 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 Township.

(c) Comcast shall be responsible for maintaining the Return Line(s) to the origination site(s) of the EG Channel(s) so long as the Township provides Comcast with access to such location and access to the EG 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 EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Township. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and EG 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.

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

(f) To enable the Township or its designee to utilize the EG Access Channels, Comcast shall provide no more than twelve (12) total Remote Origination Points (“ROP(s)”) to the participating municipalities in the Centre Area Cable Consortium (“CACC”). Comcast shall provide and install, at the cost of the Township, within one hundred eighty (180) days written notice, cable and other necessary signal distribution equipment such that live or tape playback of programming can be originated from the selected locations and distributed to Subscribers through the designated access provider. Existing ROPs are listed in Exhibit B. The cost for additional ROPs or re-location of existing ROPs shall be the responsibility of the Township.

(g) HD Access Channel

(1) The Township may request one (1) Access Channel in high definition (“HD”) format when it demonstrates that at least 3 hours per day, 5 days per week of original, non-repetitive EG programming is being produced in HD.

(2) Following written notice by the Township that the criteria in Section 7.2(g)(1) has been met, Comcast shall have one hundred eighty (180) days to make available one (1) HD Access Channel to be shared among the participating CACC communities and simultaneously carry the two (2) shared SD Access Channels provided under Section 7.2(a). Comcast shall carry all components of the HD Access Channel signals provided by the designated access provider including, but not limited to, closed captioning, stereo audio and other elements

associated with the programming. The designated access provider shall be responsible for providing the Access Channel signal in an HD format to the demarcation point at the designated point of origination for the Access Channel.

(3) At the cost of the designated access provider or Township, Comcast shall provide all necessary equipment including HD encoders or its equivalent outside or inside the demarcation point at the designated access provider channel origination point, at any ROP(s), and at its Headend and hubs or similar distribution facilities necessary to deliver the Access Channel in HD format to Subscribers. The Township shall pay for the cost of any resulting upgrades to the Return Line(s). The Township and Comcast agree that the costs for equipment or upgrades to the Return Line qualify as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from the EG Capital Grants provided for in this Franchise.

(4) Thirty-six (36) months after the launch of an HD Access Channel, Comcast shall have the right to reclaim one (1) of the SD Access Channels.

(h) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township'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 EG origination site in this Section; and (ii) the Township 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.

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

(j) 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 comply with the following requirements. Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

(k) Interactive Guide Access. Comcast shall make available to the Township or its designated Access Channel operator the third-party vendor contact information necessary to participate in the interactive channel guide carried on the Cable System. It shall be the sole responsibility of the Access Channel operator to provide the necessary program information and descriptions to the channel guide vendor and to comply with all requirements of such vendor. Any associated costs shall be borne by the Township or its designee.

7.3 EG CAPITAL GRANT

(a) Comcast shall pay an amount equal to 0.17% of the Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area to be used for capital expenses related to the EG Channels. The EG Capital Grant 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 made on or before May 15, August 15, November 15 and March 1.

(b) At or after sixty (60) months from the Effective Date of the Franchise Agreement, the Township may request an increase of the EG Capital Grant up to a total of .25% of the Gross Revenues received from the operation of the Cable System to provide Cable Service in the Township. Any increase in EG Capital Grant must be approved by Township Board of Supervisors at a public meeting. A copy of the Resolution or Ordinance authorizing the increased EG Capital Grant by the Township shall accompany written notice to Comcast of said increase. Comcast shall implement and any requested increase in the EG Capital Grant obligation within ninety (90) days from such written request.

SECTION 8

ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township 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 Township.

(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 Township 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 Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy 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 Township and because it will be difficult to measure the extent of such

injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) 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 or legal action by the Township, but shall be in addition to such specific performance or legal action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township 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 REVOCATION

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

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in 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 Township Board of Supervisors after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise

terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which 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 Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 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 Township.

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 Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

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

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

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

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

(b) The Township, 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 Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township 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 Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

8.6 INDEMNIFICATION

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

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. Comcast shall notify Township within 90 days if a condition of Force Majeure causes an inability to complete a project otherwise meeting the density and other requirements in this Agreement.

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 Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township 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 Township 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:

Ferguson Township
3147 Research Drive
State College, PA 16801
Attention: Township Manager

Every legal notice to be served upon or made to the Township shall, in addition to the notice address above, also be delivered or mailed as described above to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

The Township 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 Colorado/Pennsylvania/West Virginia, LLC
15 Summit Park Drive
Pittsburgh, PA 15275
Attention: VP, 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 Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

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, County of Centre, or in the United States District Court for the Middle District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

No transfer of control of Comcast of Colorado/Pennsylvania/West Virginia, LLC, defined as an acquisition of 51% or greater direct ownership interest in Comcast of Colorado/Pennsylvania/West Virginia, LLC, shall take place without prior written notice to the Township. No notice shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Comcast of Colorado/Pennsylvania/West Virginia, LLC in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

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 Township 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 Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, 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 Township 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 Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township 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 Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2019 of the Township Board of Supervisors.

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

FERGUSON TOWNSHIP

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC

By: _____

Name: Michael Parker

Title: Senior Vice President – Keystone Region

Date: _____

EXHIBIT A

Centre Region COG
2643 Gateway Drive
State College, PA 16801

Ferguson Township Municipal Building
3147 Research Drive
State College, PA 16801

Ferguson Township Public Works
3147 Research Drive - Building 1
State College, PA 16801

Ferguson Township Public Works
3147 Research Drive - Building 2
State College, PA 16801

EXHIBIT B
EXISTING REMOTE ORIGINATION POINTS *

Centre County Courthouse Annex
108 S Allegheny St.
Bellefonte, PA 16823

Centre Region Council of Governments
2643 Gateway Drive
State College PA 16801

College Township
1481 E. College Avenue
State College, PA 16801

Ferguson Township
3147 Research Drive
State College, PA 16801

Patton Township
100 Patton Plaza
State College, PA 16803

State College Borough
243 S Allen St
State College, PA 16801

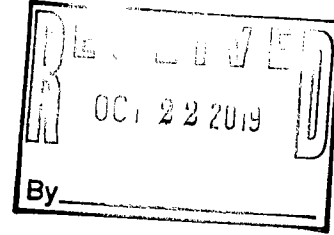
State College Area School District Administration Offices
240 Villa Crest Dr
State College, PA 16801

Willowbank Office Building
420 Holmes St.
Bellefonte, PA, 16853

* Twelve sites are authorized by this Agreement of which the above are the 8 existing sites.



24-004-200C-0000



October 22, 2019

Jenna Wargo, AICP
Ferguson Township
3147 Research Drive
State College, PA 16801

RE: Turnberry Annual Phasing Plan Update

Dear Ms. Wargo:

Please find attached to this correspondence three (3) full size copies of the annual Master Plan Update for Turnberry Traditional Town Development in accordance with the Ordinances of Ferguson Township for approval.

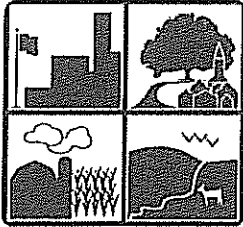
If you need to receive any additional information, please contact me at your convenience.

Sincerely,
ELA GROUP, INC.

Todd H. Smith
Project Manager
Central PA Office

Attachment: 3 each Full Size Turnberry Traditional Town Development Phasing Plan
Last Revised 10-22-19.

F:\PROJECTS\SC307 Circleville Road Partners, LP\SC307-001 Circleville\Phasing Plan Annual Update\8 October 2019\10-22-19 Annual Phasing Plan Update.docx



TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801
Telephone: 814-238-4651 • Fax: 814-238-3454
www.twp.ferguson.pa.us

December 23, 2011

Mr. Michael S. Glass
DGKC Properties, LLC
701 Creekside Lane
Lititz, PA 17543

RE: Turnberry Traditional Town Development Terms and Conditions

Mr. Glass:

Pursuant to the Ferguson Township Board of Supervisors action taken on December 19, 2011 to tentatively approve the Turnberry TTD, attached you will find the certified Terms and Conditions. This document is the basis for the approval granted by the Board of Supervisors. The approval of the TTD is subject to Chapter 27, Section 701 Traditional Town Development.

Please sign and return the enclosed Terms and Conditions within thirty (30) days.

For The
FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Mark A. Kunkle
Township Manager

1/4/2012

Date

TERMS AND CONDITIONS FOR TURNBERRY GENERAL MASTER PLAN

These terms and conditions to be attached to the tentative approval of Turnberry General Master Plan dated June 29, 2010, and last revised December 16, 2011

OVERVIEW

In order to promote flexibility of design, modifications from specific design criteria specified in the Traditional Town Development (TTD) regulations may be needed. The Ferguson Township Board of Supervisors shall have the authority to grant modifications as part of the General Master Plan approval if, in the Board of Supervisors discretion, it determines that such modifications will not adversely affect the health, safety, or welfare of Ferguson Township. This document is intended to address these modifications and stipulate the terms and conditions under which approval of the General Master Plan will be granted.

Open Space

Item 1. The regulations require that, in addition to a primary public area of at least 20,000 square feet, secondary public squares/greens shall be provided at a minimum size of 10,000 square feet. Turnberry has arranged smaller common areas into an open space "system" that results in the preservation of 51.88 acres outside of the established conservation easement (36.09 acres). Many of the pieces of this system are less than the stated minimum of 10,000 square feet. However, based on the acceptability of the amount and distribution of open space as depicted on sheet 9 of 12 [Open Space Layout Plan] last dated December 16, 2011, this modification achieves the intent which the standard was created to address and therefore is acceptable. The open space expected to be established by the project is as follows:

▪ Community Commons/Community Greens	26.74AC
▪ Public Space	.61AC
▪ Active recreation	1.06AC
▪ Streetscapes	11.22AC
▪ Wooded/Naturalized Areas	8.15AC
▪ Landscape Buffer	2.13AC
▪ Naturalized Stormwater Facilities	1.97 AC

Item 2. The ratio of passive to active open space does not meet the requirement not to exceed 45% passive open space. However, the extensive bike trail system as well as the expected provision of workout space and equipment in the two

Community Centers depicted on the General Master Plan is anticipated to partially address the need for active open space within the development. In addition to these facilities, the provision of play equipment in one or more of the 'parklets' and the addition of fitness trail apparatus throughout the site is expected to improve the availability of active open space for residents. Details regarding the type and location of these features may be provided at the time of submission of the Specific Implementation Plan for each phase in which they are located. Any lack of detail regarding these features on the General Master Plan shall not be interpreted as a waiver of the provision of these design elements.

- Provisions for the winter maintenance of any multi-use path that connects to the Tudek/Circleville bikeway must be established in addition to the normal maintenance requirements associated with the overall open space system.

Item 3. Ownership and maintenance of the Open Space system is required to be established at the General Master Plan stage. Documents describing this acreage and its ultimate disposition are to be provided. At this time, staff has reviewed the General Master Plan to determine that the provision of open space is in compliance with the ordinance requirements. The required documentation shall be permitted to be provided subsequent to approval of the General Master Plan subject to the following:

- The General Master Plan shall include a note identifying the intended disposition of the open space provided within the development (dedicated to the Township or privately owned and maintained).
- The legal description(s) and associated documents that restrict the future development of this acreage in perpetuity and create a permanent easement over such areas shall be submitted and recorded concurrent with the submission of the Specific Implementation Plan for the first phase of development.
- The disposition of all areas identified as open space but located in future phases of the development shall be specified.
 - The Township may require the completion of multi-use paths that connect completed development within the site to adjacent facilities to facilitate bike/pedestrian movements. Such construction may be inconsistent with the approved phasing plan.

Land Use

Item 1. The minimum density of Turnberry shall not be less than the 5.76 dwelling units/acre calculated on the basis of 891 proposed units depicted on sheet 3 of 12 (Site Plan) last dated December 16, 2011. This is 187 units less than the minimum 7 units/acre specified by the applicable TTD regulations. The removal of the 36+acre conservation easement has left only 117+ acres of the site with development potential. The calculated density based on 891 units on 117 acres [7.61] is greater than the required minimum of 7units/acre and thus the intention of this requirement has been

12/23/2011

addressed given the unique characteristics of this site. In order to assure that the greatest possible density is achieved on the site, multi-family structures that do not meet the maximum number of units permitted by the ordinance shall be designed to incorporate additional units wherever possible. The articulation and massing of all such structures shall remain subject to the Township's approval under the design guidelines for the TTD District.

Item 2. A maximum of twenty-four (24) sixteen foot (16') wide single family attached dwelling units may be constructed on the site. The use of sixteen foot (16') interior units will allow a more compact and efficient pattern of development that will both increase the density of the project and provide a more affordable townhouse unit. The project must maintain a range of dwelling unit sizes and may not include more than twenty-four (24) sixteen foot (16') units throughout the site.

Item 3. No more than ten front loaded garages located on lots in Turnberry may be constructed closer than 40' to the front property line of such lot. Where proposed, these garages shall be set back a minimum of 36'. This is a de minimus discrepancy from the 40' required by the regulations.

Item 4. The mix of residential uses within Turnberry shall be permitted to vary from strict adherence to the percentages dictated by the TTD regulations in the following manner:

- Single family semi-detached units = 8% of total [10% minimum]
- Single family attached units = 41% of total [35% maximum]
- Multi-family units = 33% of total [30% maximum]

These percentages represent seventeen (17) less semi-detached units than required given the total units proposed; fifty (50) additional townhouse units than the maximum stipulated based on the total (891) of units proposed; twenty-five (25) additional apartment units than the maximum allowed based on the total unit count of 891. Despite not providing a unit count that falls completely within the permitted ranges established by the ordinance, the development represents a diversity of housing types that have been integrated to a degree not previously achieved. Unique characteristics of the site, including the size and location of the conservation easement and the limitation on impervious coverage of the land outside of the easement have contributed to the difficulty in meeting the minimum density required. Reaching an acceptable density level was only made possible by an increase in the allowable number of attached and multi-family units. The proposed mix is also consistent with the current market analysis which highlights the value of smaller units and the increasing need for rental units.

Variation in the type and size of dwelling unit throughout the development is a key element of the TTD. Therefore, any future changes to the unit count or location of unit type(s) will be assessed for consistency with the adopted regulations and balanced with the desire for increased density and variety.

12/23/2011

Item 5. The TTD regulations specify a minimum 25' rear yard setback for the primary structure on each lot. This provision of the ordinance was intended to create private space to the rear of the dwellings rather than in the front and also to allow garages and/or accessory units to occupy this area in the rear yard. The lots reflected in the plan submitted for Turnberry incorporate a variety of rear setbacks based primarily on whether there is a garage provided, and whether that garage is attached or detached to the dwelling unit.

Single family detached and semi-detached units in North Village III provide front loaded, attached garages and comply with the applicable setback as do the single family detached and semi-detached units proposed in North Village II. The large single family detached and perimeter single family detached units in North Village I as well as the single family attached units in this portion of the development are also generally compliant with the 25' rear setback.

Units which do not appear to comply with the 25' standard include small single family detached units in North Village I which are 26' from the alley cartway edge and single family detached units that are included in the four-unit clusters within North Village I and are 19' from the alley cartway edge. [total non-compliant units = 35/<4% of total]

Based on the present layout of lots and blocks, it appears that there are only four instances where these lots with shallow rear yards are located back-to-back. In such locations, the separation between primary structures would be 55'. [NOTE: in the Township's R-1 zoning district, the required 30' rear set back would provide only 60' between structures].

In part, this reduced setback is related to an associated request to modify the minimum lot size requirements within the development and, as a result, these issues will be considered jointly.

Specifics regarding the lot size request are as follows: 32% of the single family attached units, 34% of the single family detached units, and 22% of the single family semi-detached units are proposed to be below the minimum lot sizes required. This modification is the result of balancing the desire for a variety of unit and lot sizes with the maximum block sizes, impervious coverage limitations, and the minimum density requirements of the TTD regulations. In the end, staff believes that the resultant pattern of development is more compact and efficient and that therefore, this alternative better achieves the stated intent of the district with the following conditions:

- The number of lots that are below the minimum standard as specified in the ordinance shall not exceed the amounts reflected above.
- Lot sizes shall not be less than the following:
 - Single family detached – 2,000 square feet
 - Single family semi-detached – 1,800 square feet

- Single family attached – 1,000 square feet
- Lots below the required lot size and without the required 25' rear yard setback will not be eligible to include accessory housing as permitted by the ordinance and may not encroach within the resultant setback with any structure. This includes patios, decks, or other accessory buildings.
- Lots that are less than the minimum permitted by the Ordinance shall not be segregated but rather dispersed to the extent possible throughout the site.

Item 6. The criteria associated with establishment of a Mixed Residential Area (MRA), located in association with an existing or proposed TTD site, were adopted to assure that the amount of non-residential development in a TTD would not overwhelm the amount of residential development within walking distance. Given the intention to provide more than 150,000 square feet of non-residential uses within the adjacent Pine Hall TTD, the application of the MRA criteria to the proposed Turnberry development is appropriate.

The regulations specify that 90% of the units within a MRA must be located within ¼ mile of a variety of existing retail, office, and/or business opportunities that can be accessed by a variety of transportation modes. 52% of the proposed units in Turnberry are within ½ mile of the anticipated location of the Town Center in the adjacent Pine Hall development while 97% are within ¾ mile from this area. 100% of the proposed units are provided with direct access to convenient non-motorized connections to Pine Hall as well as the adjacent businesses located in GreenLeaf Manor and along Science Park Road, Sandy Drive, and Pine Hall Road.

The location of the conservation easement established on the Turnberry site forces virtually all proposed units to have limited proximity to the Pine Hall town center. Multi-use pathways will link the sites through the conservation easement and sidewalk will be provided along Blue Course Drive per the conditions provided under the Miscellaneous heading below. The Township agrees that the unique features of the Turnberry site make the required proximity standard impractical and that the extensive bicycle and pedestrian systems proposed, as well as the coordination of these trail systems along the boundary between these sites will result in achieving the stated intent.

The lack of non-residential development in a Mixed Residential Area is required to be off set with a mix of development consisting of small lot residential, recreation and cultural facilities and live work units. No one of these uses may comprise the entire 15% off set.

- The General Master Plan identifies that the portion of the site that is normally required to be devoted to non-residential development has been used to accommodate both small lot residential development and recreation/cultural facilities. This does not preclude the introduction of live/work units or home based business uses at some future date.

Item 7. The bank barn located on the site is depicted on the General Master Plan as an existing feature that will remain and be incorporated into the proposed development. No specific use is identified for this structure. The Township is in agreement with the use of the barn as an accessory building on the site under the following conditions:

- The developer provides notice to the Township that identifies the structural integrity of the building and its safety as it relates to the intended use.
- If the structural integrity of the barn cannot be assured or obtained through reasonable investment, the Township recommends that the developer take it down. Locating opportunities for reuse of the building materials is recommended and should be thoroughly evaluated prior to disposing of the waste.

Item 8. Acreage that is associated with future phases of the development shall at all times remain in compliance with the Centre County Conservation District regulations as well as the Township's grass and weed regulations. When no construction is occurring within the site, no portion of the property shall be used to stockpile rock, fill, or other construction material, or to store construction equipment, nor shall hazardous conditions such as unstabilized slopes or open pits be permitted on the site.

Storm Water and other Utilities

Item 1. The 85% impervious coverage permitted by the TTD regulations shall be measured by averaging the coverage over the 153.63 acre site – allowing for a total of 130.6 acres of impervious cover. The Specific Implementation Plan for each phase shall specify the amount of impervious proposed and the amount of the maximum permitted impervious area remaining. All development of the site shall still be required to comply with the Township's stormwater management regulations which may or may not allow for the buildout and associated coverage as permitted herein.

Item 2. The ownership and maintenance responsibility for proposed stormwater infrastructure on the site is required to be established at the General Master Plan stage. However, given the current conceptual nature of the stormwater management design, the Township will permit the final agreement establishing these elements to be prepared at a future date with the following stipulations.

- The General Master Plan must note how this infrastructure is ultimately intended to be managed as well as how it will be maintained in any interim period prior to the functional operation of a Homeowner's Association.
- Additionally, the disposition of all areas reserved for storm water management but located in future phases of the development shall be specified.
- The agreement, which shall be based on the Township's model agreement, must be recorded concurrent with the submission of the Specific Implementation Plan for the first phase of development

Item 3. The TTD regulations indicate that the location of utilities must be provided on the General Master Plan. In practice however, it is clear that this level of detail is impractical at this stage of design. The Turnberry site is located within the Regional Growth Boundary/Sewer Service Area (RGB/SSA) and is served by the State College Borough Water Authority. Therefore, the Township is willing to delay receipt of this information in accordance with the following:

- Specific information with regard to the location and size of the utilities serving the site must be provided with the submission of the Specific Implementation Plan for each phase of the development.
- A notice of capacity from UAJA and an Intent to Serve Notice from SCBWA must be submitted with the General Master Plan. Such notices shall be applicable to the development in its entirety.
- Approval of the General Master Plan does not preclude the requirement to comply with the associated standards as specified in Chapter 27, Section 701.1.C(3)

Transportation

Item 1. The use of cul-de-sacs in the TTD zoning district is generally prohibited. Only through the submission of a thorough analysis that supports the position that a through street is not a viable alternative can a non-connecting street be approved. Street 'W' is proposed as a cul-de-sac that will provide access to North Village III; an area of approximately thirty homes directly south of Knob Hill Road.

Alternatives for connecting this street to either the main body of the development or back to Circleville Road have both been considered by the developer and the Township. A connection back to Circleville cannot be accomplished without clear title to the portion of the tract shown to have frontage on Circleville Road.

The current property owner's title company shall continue to investigate and try to provide the developer with clear title for the area labeled as Tract 2 on plan sheet 3 of 12. Should this investigation result in a determination that this acreage is available to the owner/developer of the remainder of the site, the following shall occur:

- The developer shall reconsider the design for the area of the site identified as North Village III to eliminate the present cul-de-sac design by extending Street 'W' through Tract 2; establishing a new intersection with Circleville Road.
- Should access be established through Tract 2, the developer may be required to terminate the existing eastern intersection of Knob Hill Road with Circleville Road; establishing Knob Hill Road as an interior loop road serving only the trailer court development.

- A revision to the General Master Plan in accordance with the above shall be submitted to the Township for approval prior to the submission of the Specific Implementation Plan for the phase of the development which includes this street.

The option of extending Road 'W' across the conservation area to intersect with the street system in North Village I can be accomplished. However, the inability to develop along this portion of Street 'W' due to the restrictions associated with the 200' wide conservation area eliminate the potential for the true integration of these areas [North Village I and North Village III] of the site. Further, the crossing of the conservation easement for Big Hollow east of Park Hills Avenue is very undesirable.

If the developer does not obtain rights to the use of Tract 2, then the termination of Street 'W' as a cul-de-sac shall be permitted as depicted on the General Master Plan last dated December 16, 2011 with the following conditions:

- Bicycle and pedestrian connections from Street 'W' to the existing Tudek/Circleville Bike path as well as to either Street 'U' or the proposed bike/pedestrian path that parallels Blue Course Drive must be provided.
 - Realignment of the existing bike path should also be considered to eliminate the additional street crossings depicted on the General Master Plan and to move the proposed lots served by Street 'W' further away from the floodplain and the drainage area in accordance with the applicable regulations.
- The cul-de-sac shall be designed as a one-way travel lane around a central green space which may be utilized for storm water management.
- Emergency access shall be coordinated with the region's emergency responders.
- The number of dwelling units served by Street 'W' shall not exceed thirty (30)

Item 2. The amount of required parking accommodated in off-street, surface parking lots may be increased from a maximum of 60% to a maximum of 70% if provided in accordance with the conditions contained herein. This allows for the accommodation of approximately 175 more off street spaces than is permitted by compliance with the ordinance regulations. One hundred and twenty-four (124) of the off-street spaces currently shown on the plan are provided to accommodate the use of the on-site community centers which are within walking distance of the majority of residential lots.

While the TTD regulations are specifically intended to avoid large expanses of asphalt and domination of the streetscape by surface parking gaps, the Township recognizes that in its early stages of development this project, even in combination with the adjacent Pine Hall TTD, may not be able to support the cost of providing a structured parking facility in lieu of surface parking. However, the Township believes that suitable densities are permitted within the TTD to make structured parking a viable option.

Therefore, no off-street surface parking areas that are approved as part of the General Master Plan for Turnberry may be expanded to accommodate additional vehicle spaces nor shall any additional off-street surface parking areas be added to the site.

- All proposed surface parking areas shall be designed in accordance with the existing TTD requirements that mandate that these facilities be located to the side or rear of the units they serve and that the view of any parking area from the street shall be shielded by walls, hedges, fences, landscaping, etc.
- Safe pedestrian movement through each parking area shall be provided in accordance with the provisions of Chapter 27, Section 701.E.1(j)
- Surface lots shall be broken up into areas which contain a maximum range of 35 - 50 spaces each through the integration of landscaping and pedestrian walkways as required above.
- The total number of parking spaces provided shall not exceed the number required by the TTD regulations.
- The number and location of surface parking spaces provided for the Senior Apartments and Community Centers may, at the Township's discretion, be further evaluated at the Specific Implementation Plan stage to ensure consistency with the Goals and Intent of the TTD regulations. The ability to provide fewer vehicle spaces for these two uses will bring the project closer to compliance with the ordinance requirement for off-street parking.

Item 3. Each Specific Implementation Plan shall include details regarding the location and appropriate improvements associated with the provision of transit stops, bulb outs, cross-walks, bicycle parking, lighting, and pedestrian access to the primary entrance of each proposed multi-family structure. The provision of street profile information, also currently required at the General Master Plan stage, will also be deferred until submission of each Specific Implementation Plan. Any lack of detail regarding these features on the General Master Plan shall not be interpreted as a waiver of the provision of, or adherence to, these required design elements.

Item 4. Improvements associated with the Traffic Impact Study (TIS) dated July 2011 and submitted with the General Master Plan shall be installed as specified herein. A new TIS shall not be required for future buildout of the project in accordance with the approved Master Plan unless the type and/or intensity of the development is altered significantly from that which is represented by the General Master Plan or the project duration exceeds the study horizon year. The level of significance of any alteration shall be determined solely by the Township. The submission of new data that reflects existing conditions in lieu of the traffic projections of the current study will however be accepted to support any revisions to the transportation improvements associated with the development.

- Improvements associated with Blue Course Drive and Street 'M' will be required with submission and approval of the Specific Implementation Plan for the first phase of development. These are as follows:
 - The developer shall perform a traffic study to justify the traffic signal improvements associated with the first phase of development for the intersection of Street M with Blue Course Drive. The scope of this study shall be determined in coordination with representatives from PaDOT.
 - The developer shall design and obtain permits for all improvements required for Phase 1.
 - Construct Street 'M' with two lane eastbound approach; provide at least 150' of storage.
 - Install traffic signal at Street 'M' and Blue Course Drive.
 - Construct 400' southbound right turn lane on Blue Course Drive.
 - Construct 475' northbound turn lane on Blue Course Drive.
 - Provide coordination of traffic signal operation along Blue Course Drive as needed based on signal warrant study.
- Improvements associated with the intersection of Circleville Road and Street 'M' will be required with submission and approval of the Specific Implementation Plan for the first phase of development. These are as follows:
 - Construct Street 'M' with single lane northbound approach and stop control.
 - Design 175' eastbound right turn lane on Circleville Road. Reserve sufficient area within North Village II for potential right of way dedication to accommodate this turn lane. The timing of the construction of the turn lane shall be dictated by the Township and may be linked to Phase 1 or to a subsequent phase of the development.
- Improvements associated with the submission of Specific Implementation Plans for future phases of the project shall be as follows:
 - With the submission of the Specific Implementation Plan for the second phase of development, the developer will provide a cost share contribution to the Township in the amount of 50% as reimbursement for the costs to design and construct improvements at the intersection of Circleville Road with Science Park Road/Valley Vista Drive. The scope of the contemplated improvements includes a new southbound left turn signal phase and northbound right turn lane. Any other associated improvements required to accomplish the project will be included in

calculation of the total cost of the project. The actual improvements required will be determined by the traffic study completed by the developer in conjunction with submission of the Specific Implementation Plan for Phase 1 as referenced above. This project shall be designed, bid, and constructed by Ferguson Township with reimbursement by the developer.

- o With the submission of the Specific Implementation Plan for the third or later phases, the Township and developer will agree upon the fair share impact to improvements contemplated at the intersections of Blue Course Drive with West College Avenue and Blue Course Drive with Westerly Parkway.
- o The scope of the improvements will be determined later by a comprehensive study currently being undertaken by Township. The scope and magnitude of the improvements will not be known until the comprehensive study is completed. Payment of the fair share contribution will be negotiated at the time of the submission of the Specific Implementation Plan for the appropriate phase.

Item 5. All signage within an alley right-of-way that is necessary for traffic control must meet the Manual of Uniform Traffic Control Devices (MUTCD) specifications and be maintained by the HOA.

Phasing

Item 1. The Phasing Plan received identifies the intent to develop the site in eight (8) phases over a fourteen (14) year timeframe. This phasing of the development is acceptable under the following conditions:

- In accordance with the provisions of the Municipalities Planning Code (MPC), information that specifies the date on which a Specific Implementation/Final Plan for each phase will be submitted for approval shall be provided. It is noted that this schedule is required to be updated yearly and that changes in the date(s) of submission of each phase will be acceptable as long as the Township is notified of the change(s) as part of the yearly update and as long as the total buildout of the project does not exceed the currently proposed fourteen (14) year timeframe.
 - o If an extension of the fourteen year timeframe becomes necessary, a request for such additional time must be submitted to the Board of Supervisors for their consideration and approval.
 - o Depending on the amount of additional time requested to complete build out of the project, the Township reserves the right to request an update to the TIS as a condition of the approval of such extension.

- Any time that revisions to the phasing schedule or the phasing delineation and/or content are requested, sufficient information shall be provided to indicate that the transportation network and storm water management infrastructure remains adequate and will continue to function in a manner that supports the proposed phase sequence, size, and location.
 - The size, scope, and sequence of the proposed phases will be based on this information and shall be permitted to be modified according to market pressures as long as there is no adverse impact to these infrastructure connections.

Floodplain

Item 1. Per the approval action of the Township's Zoning Hearing Board on November 15, 2011, approval of the project's proposed encroachment within the floodplain is conditioned upon the following:

- The location and design of all floodplain crossings must be approved by the Township.
- The number and location of proposed crossings shall be consistent with the results of the Traffic Impact Study (TIS) and the approved General Master Plan.
- All permits required by the Pennsylvania Department of Environmental Protection must be obtained prior to construction.
- All proposed crossings shall be designed to permit the safe conveyance of the 100 year flood event and so that the cumulative effect of all the crossings does not cause a rise in the elevation of the 100 year floodplain of more than one (1') foot at any point.
- The developer must submit a Letter of Map Revision (LOMR) to FEMA to establish the floodplain elevation within the existing Zone A area of the site.

Workforce Housing

Item 1. Per the TTD regulations, a minimum of 10% of the proposed dwelling units need to be workforce units; priced for those earning between 80% and 120% of the median household income for Centre County (per the most recent census data). The regulations also specify limitations on the adjacency of such units with which the proposed development does not fully comply.

The General Master Plan for Turnberry designates 91 units that will be sold within the guidelines for workforce housing as per the definition. In addition to units intended for owner occupancy, a number of rental units may also be available for those households within the income parameters. The owner occupied units designated as workforce units are located within North Village III and distributed according to the following phasing schedule:

12/23/2011

- Phase 2 – 44 units Phase 5 – 6 units
- Phase 6 – 31 units Phase 7 – 10 units

The rental units which may provide workforce housing opportunities are located in the South Village and are all included in Phases 1 and 3.

None of the units are to be subsidized by the Township and are to be constructed in a manner that does not distinguish them from market-rate units within the site. Although the workforce designated units are more “clustered” than permitted by the ordinance, they include a variety of housing types; including single family detached, semi-detached, and attached and, as a result, are not unacceptably ‘segregated’. Staff finds this alternative achieves the stated intent of the ordinance despite not complying with the specific locational standards.

Sidewalk along existing streets

Item 1. Sidewalk shall be constructed along Blue Course Drive from the Pine Hall property line to the proposed intersection of Street ‘M’ and Blue Course Drive to facilitate pedestrian accessibility to the Town Center.

- Although this portion of the Turnberry development is part of Phase 8 which is not anticipated to commence until 2026, Street ‘M’ is part of Phase 1 of the development and, as a result, construction of the sidewalk shall occur in coordination with Phase 6 of the Pine Hall TTD, the area adjoining Turnberry, currently scheduled for construction in 2018.
- Sidewalk shall also be provided along Circleville Road from the easternmost intersection with Street ‘M’ to the westernmost boundary of the tract. This will connect the proposed development to those areas along Circleville and Science Park Roads that are already served by sidewalk.
 - No other sidewalk is required along Circleville Road at this time given the lack of sidewalk to connect to and the availability of the Tudek/Circleville multi-use path in this location. The Board of Supervisors reserves the right to require future installation of a sidewalk if deemed appropriate.

Landscaping

Item 1. The Landscaping Plan shall be revised to address the requirement to provide street trees along existing streets as per the regulations. This will include areas where the site abuts Blue Course Drive and Circleville Road.

- Per the ordinance, no one species shall comprise more than 25% of the entire number of street trees in a particular phase or along a single street corridor and all species selected shall comply with the latest requirements of the Township.
 - No invasive species may be planted within landscaped areas of the site.

- Trees shall be selected and placed in a manner that does not interfere with the cartway, sidewalk, or utility lines, or with clear sight at intersections. Trees may be grouped in some locations to avoid obstructions or create or retain views; thereby not adhering to a rigid spacing criterion.
 - As a result, wooded areas located within the Conservation Easement and adjacent to these streets shall not be disturbed to provide a rigid street tree alignment.

HOA Requirements and Miscellaneous

Item 1. The intent to establish a Home Owner's or Property Owner's Association to address the ownership and maintenance issues associated with the open space and infrastructure within the site requires that a complete description of the organization to be established as well as the methods by which the organization is to be structured be submitted. This includes the articles of incorporation and registry statement for the association, declaration of protective covenants describing the improvements and membership and voting rights in the association as well as property rights in the area under common ownership and covenants for maintenance easements. The Township will allow the more technical legal documents to be prepared subsequent to the actual approval of the General Master Plan however, the General Master Plan, must be accompanied by the following:

- A description of the structure of the proposed Association(s) that will be established and the timing of the creation of each in relation to the phasing plan, site construction and/or occupancy of the phase. Additionally, include provisions which identify responsibility for improvements prior to their acceptance by an operational and functioning HOA.
- An affidavit setting forth the obligation to: create the corporation, record the declaration of protective covenants prior to conveyance of the first lot, include in the deed of each purchaser or renter a requirement that they join the association and be obligated to contribute towards the maintenance of the common area improvements through the association.

Subsequent to the approval of the General Master Plan and prior to approval of the Specific Implementation Plan for the first phase of the development, the Township must receive a draft of the articles of incorporation and registry statement for the association, declaration of protective covenants describing the improvements and membership and voting rights in the association as well as property rights in the area under common ownership and covenants for maintenance easements. Upon review and approval of these documents by the Township, they shall be recorded by the developer and the recording information referenced on all future plans and the deeds for each property/lot conveyed.

Additionally, at the discretion of the Board of Supervisors, a yearly meeting with the officers of the HOA shall be held to ensure the proper management of the Association.

12/23/2011

Item 2. The developer shall finalize and submit a pattern book of design standards that will be utilized to guide the development of Turnberry. Information to be added includes floor plans of the various dwelling types as well as the community centers, graphic details that reflect the architectural compatibility of the various units such that visual integration is achieved, and identification of the selected design for standard elements of the project such as street lights, signage, street furniture, and other features related to the development of the public space(s) within the project.

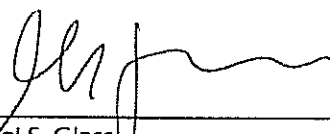
Item 3. The ordinance requirements related to the provision of a grading plan, detailed stormwater management plan, erosion and sediment control plan, a public utility plan and a lighting plan are to be addressed at the Specific Implementation Plan stage for each phase of the project. Approval of the General Master Plan does not preclude the requirement to comply with the associated standards for these elements of the development or any other requirement of the TTD zoning regulations unless otherwise specified herein.

The Design Guidelines for the Turnberry TTD and the tentatively approved General Master Plan, ELA Drawing No. SC307-001, last dated December 16, 2011, are incorporated herewith as part of these Terms and Conditions. Modification of these documents in accordance with the Terms and Conditions shall be completed prior to development.

For The
FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Mark A. Kunkle
Township Manager


Date



Michael S. Glass
DGKC Properties, LLC as agent for
Circleville Road Partners, LLP

1.23.12

Date

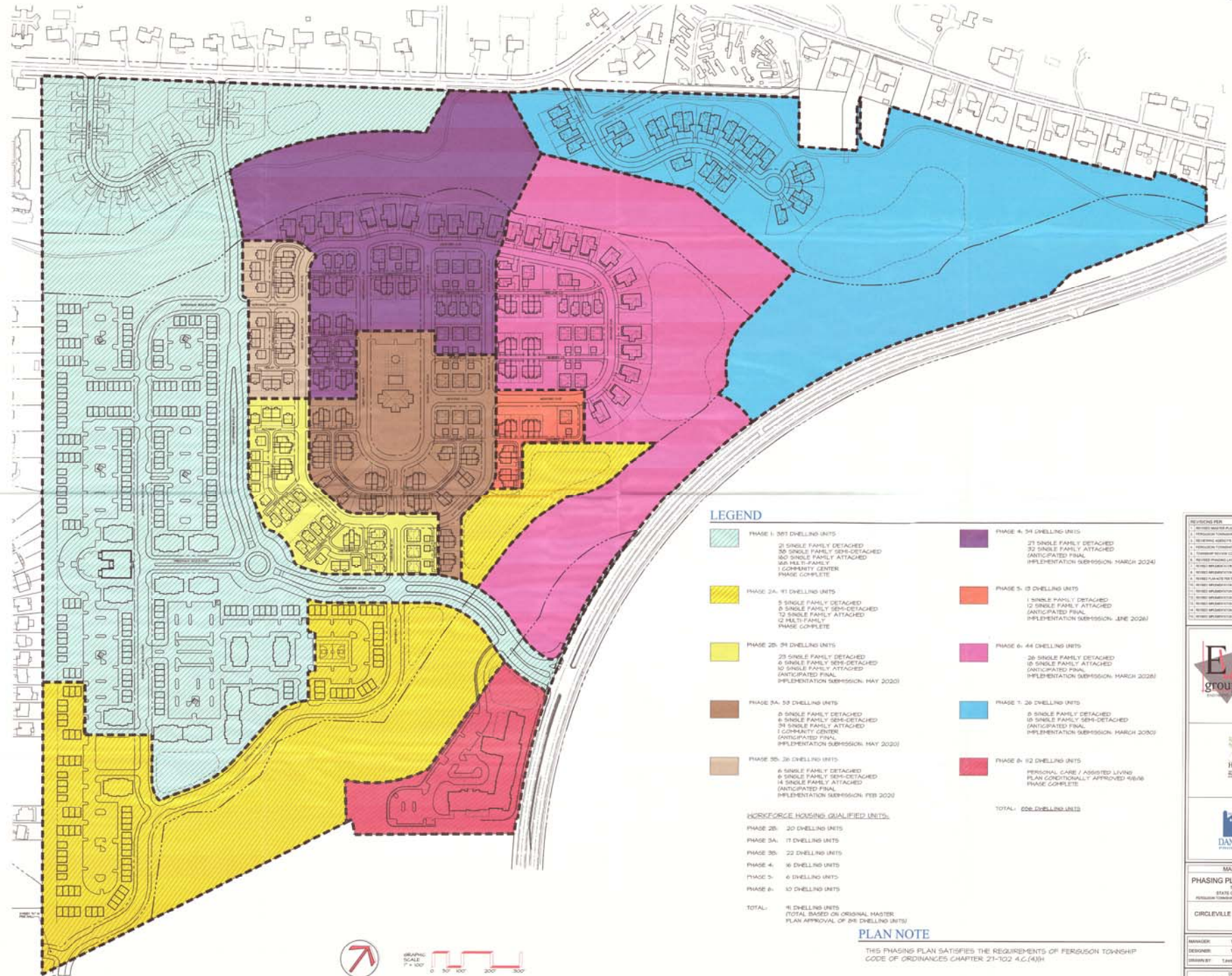


Keith R. Cooper
DGKC Properties, LLC as agent for
Circleville Road Partners, LLP

1/23/12

Date

12/23/2011



REVISIONS PER	DATE	BY
1. PRELIMINARY MASTER PLAN	8/18/21	BAI
2. PRELIMINARY CONCEPT DEVELOPMENT	1/20/22	BAI
3. PRELIMINARY CONCEPT DEVELOPMENT	2/24/22	BAI
4. PRELIMINARY CONCEPT DEVELOPMENT	3/16/22	BAI
5. PRELIMINARY CONCEPT DEVELOPMENT	4/19/22	BAI
6. PRELIMINARY CONCEPT DEVELOPMENT	5/19/22	BAI
7. PRELIMINARY CONCEPT DEVELOPMENT	6/19/22	BAI
8. PRELIMINARY CONCEPT DEVELOPMENT	7/19/22	BAI
9. PRELIMINARY CONCEPT DEVELOPMENT	8/19/22	BAI
10. PRELIMINARY CONCEPT DEVELOPMENT	9/19/22	BAI
11. PRELIMINARY CONCEPT DEVELOPMENT	10/19/22	BAI
12. PRELIMINARY CONCEPT DEVELOPMENT	11/19/22	BAI
13. PRELIMINARY CONCEPT DEVELOPMENT	12/19/22	BAI
14. PRELIMINARY CONCEPT DEVELOPMENT	1/19/23	BAI
15. PRELIMINARY CONCEPT DEVELOPMENT	2/19/23	BAI
16. PRELIMINARY CONCEPT DEVELOPMENT	3/19/23	BAI
17. PRELIMINARY CONCEPT DEVELOPMENT	4/19/23	BAI
18. PRELIMINARY CONCEPT DEVELOPMENT	5/19/23	BAI
19. PRELIMINARY CONCEPT DEVELOPMENT	6/19/23	BAI
20. PRELIMINARY CONCEPT DEVELOPMENT	7/19/23	BAI
21. PRELIMINARY CONCEPT DEVELOPMENT	8/19/23	BAI
22. PRELIMINARY CONCEPT DEVELOPMENT	9/19/23	BAI
23. PRELIMINARY CONCEPT DEVELOPMENT	10/19/23	BAI
24. PRELIMINARY CONCEPT DEVELOPMENT	11/19/23	BAI
25. PRELIMINARY CONCEPT DEVELOPMENT	12/19/23	BAI



MASTER PLAN
PHASING PLAN - 2018 UPDATE
TOWNSHIP
STATE OF OHIO, 14th WARD
FERGUSON TOWNSHIP, 14th WARD
CIRCLEVILLE ROAD PARTNERS, LP

REVISION: THIS DATE: DECEMBER 27, 2023
DESIGNER: THIS PROJECT NO: 2023-01-01
DRAWN BY: TAVELIA SCALE: 1/4" = 1'



Ferguson
Township
Pennsylvania

2020 Fee Schedule



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Administration Department**A. Miscellaneous Charges:**

1. Mileage Reimbursement	IRS Allowable Rate
2. Copies* and Open Records Fees:	
a. Black and White	1-10 Copies: \$0.20 per side (page) 11-100 Copies: \$0.10 per side (page) 101-1000 Copies: \$0.05 per side (page)
b. Color	1-10 Copies: \$0.50 per side (page) 11-100 Copies: \$0.40 per side (page) 101-1000 Copies: \$0.25 per side (page)
c. 11" x 17" Print/Copy	\$. 50 per side (page)
d. Oversized Print/Copy	\$1.00/SF
e. Offsite Copies	Actual Cost
f. Computer files on CD	\$5.00 per file
g. Fax Copies	\$0.50 per page including cover page
h. Duplication of Electronic Records	Actual cost of duplication
Note: Prepayment of fees will be required if total fees are estimated to exceed \$100.00	
3. Bad Check Charge	\$30.00 per return
4. Late Payment Finance Charge	Up to .5% per month on unpaid balance (simple interest)
5. Daily Meal Allowance**	\$45.00 per day**
6. Meeting Room Usage	\$50.00 per event
7. Municipal Lien Letter	\$10.00
8. Credit/Debit Card Transactions	2.65% of the transaction amount with a minimum fee of \$3.00
9. Ferguson Township will accept Visa and Mastercard credit and debit cards for payments remitted to the township for services including, but not limited to permits, local taxes, and fines. A fee per transaction will be assessed based on the table to the right.	(Note: The fee for any transaction equal to or less than \$122.45 will be \$3.00)

*Note: Copies over 1,000 are not available through the Township and would be sent out for duplication.

**Note: This amount will be aggregated. For example, a 3-day trip will have a \$135 total meal allowance, to be used as the individual deems necessary.

B. Licensing

1. Liquor License Transfer Application Note: Includes application review and up to three (3) hours of public hearing time	\$1,000.00
2. Additional Public Hearings for Liquor License Transfer Note: Maximum of three (3) hours	\$750.00

C. Peddling, Soliciting, and Transient Retail Permits:

*Soliciting Application Fee (Background check, etc.).....\$22.00 per person

Peddling: Shall be defined as an individual, person, corporation, etc., that is selling a product and/or service, or promoting a product and/or service door-to-door that will be performed or delivered by the person peddling.

Soliciting: Shall be defined as an individual, person, corporation, etc., that is selling a product and/or service, or promoting a product and/or service door-to-door, but is not providing the product or service at the time of the solicitation.

Transient: Shall be defined as an individual, person, corporation, etc., that would establish a temporary, defined location to conduct business within the Township.

	Peddling	Soliciting	Transient
1. Per Day	\$10.00 per person	\$10.00 per person	\$50.00
2. Per Week	\$40.00 per person	\$40.00 per person	\$250.00
3. Per Month	\$80.00 per person	\$80.00 per person	\$500.00
4. Per Year	\$200.00 per person	\$200.00 per person	\$1,000.00

D. Documents:

	Hard Copy	CD-ROM
1. Zoning Ordinance	\$0.20 per page per side	\$20.00
2. Subdivision Ordinance	\$0.20 per page per side	\$20.00
3. Sign Ordinance	\$0.20 per page per side	\$20.00
4. Storm Water Management Ordinance	\$0.20 per page per side	\$20.00
5. Road Standards	\$0.20 per page per side	N/A
6. Code of Ordinances	\$0.20 per page per side	\$20.00
7. Code of Ordinances Update	\$0.20 per page per side	\$20.00
8. Zoning Map/Development Review Map/Official Map		
a. 8 ½" x 11" Color	\$0.50	
b. 11" x 17" Color	\$1.00	
c. 24" x 36" Color	Actual Cost	

Note: The above documents can also be accessed via the Township's website

Public Works Department

A. Highway Occupancy, Street Construction, Opening, and Dedication

1. Application Fee for Trenching, Boring, Poles, Other Work in the Public Right-Of-Way Note: Covers cost to review application, issue permit, maintain the permit database, and one-time inspection of work. Additional inspection shall be billed in accordance with A.6. Inspection of Public Improvements.	\$150.00 plus a roadway restoration deposit or other surety amount as required by the Public Works Director based on extent of work
2. Application Fee for Tower and Non-Tower Based Wireless Communications Facilities in the Public Right-Of-Way*	\$150.00 per facility plus a roadway restoration deposit determined by the Public Works Director based on the extent of work
3. Driveway Permits a. Residential When Part of an Approved Subdivision/Land Development Plan b. Commercial/Industrial When Part of an Approved Land Development Plan c. All Other Driveway Permits	\$50.00 \$50.00 \$50.00 plus factor of two (2) times the base wage of the Township Engineer
4. Curb/Shoulder Drainage Deposit	Minimum \$1,000.00 or \$30 per linear foot up to a maximum of \$3,000 deposit
5. Sidewalk Deposit	\$55.00 per linear foot
6. Inspection of Public Improvement(s)	Factor of two (2) times the base wage of the Township Engineer (OR) Actual cost of contracted inspection services
7. Telecommunication and data transmission lines installed in the Public Right-of-Way	\$1.80 per lineal foot per year
8. Compensation for Public Right-of-Way use for Tower and Non-Tower Based Wireless Communications Facilities	\$500 per facility per year

* Fee shall apply only to facilities **not** regulated by the Pennsylvania Wireless Broadband Collocation Act.

B. Incident Response (including street cleaning and debris removal):

1. Labor	Factor of two (2) times the average hourly rates for a Road Worker (OR) actual contracted amount plus 10%
2. Equipment	Hourly rate of Township-owned equipment (OR) actual contractor equipment plus 10%

C. Solid Waste (payable by resident to Advanced Disposal):

Level of Service	Monthly Trash Rate	Quarterly Billing Total	Quarterly Billing Total Yearly Rate
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Curbside Regular Service	\$ <u>19,5312.2</u> <u>3</u>	\$ 58.59	\$ <u>234.3648.36</u>
Curbside Low-Usage Service	\$ <u>-16.21</u> <u>9.18</u>	\$ <u>48.63</u>	\$ <u>194.5239.21</u>
Door Service (Regular) (+\$2.47/mo.)	\$ <u>29.5314.7</u> <u>0</u>	\$ <u>88.59</u>	\$ <u>354.3655.77</u>
Door Service (Low-Usage) (+\$2.47/mo.)	\$ <u>26.2111.6</u> <u>5</u>	\$ <u>78.63</u>	\$ <u>314.52</u> <u>46.62</u>

D. Sewage Enforcement Services – Applications (payable by resident to SEO):

1. New On-Lot System (Approved or Denied)*	\$600.00
2. Replacement or Major Repair/Alteration of Existing System	\$600.00
3. Additional Percolation Test (Per 6-Hole Set) Under Same Application	\$360.00
4. Minor Repair(s) to Existing System	\$400.00
5. Septic Tank Replacement	\$360.00
6. Holding Tank, Privy, or Retention Tank	\$360.00
7. Renew/Reuse or Transfer Permit	\$300.00
8. IRSIS (Spray Irrigation System) and Drip Irrigation	\$1000.00
9. Interim Inspection	\$140.00
10. Final Inspection	\$140.00
11. Holding Tank Escrow	\$1,500.00
12. Existing System Inspections (Not Part of Sewage Management District or Subdivision/Land Development)	
a. Inspections Due to Housing Inspections	\$300.00 (SEO collects fee)
b. Small Flow Treatment Facility Inspection	\$300.00 (Township bills fee)
c. Inspection for any reason other than noted above	\$300.00 (SEO collects fee)
13. On-Lot Sewage Management Program Inspections :**	
a. Complete Site Inspection with Open Tank(s), Per System	\$140.00
b. Walkover Inspection, Per Site or System	\$100.00
c. Open Tank(s) Inspection for Pumping Waiver, Per System	\$140.00
d. Waiver, Inspection Not Required	\$25.00

*Note: Any person owning a building served by an on-lot sewage disposal system shall have the septic tank pumped by a qualified pumper/hauler every 3 years. This is done at the expense of the owner at a price negotiated between the property owner and the qualified pumper/hauler

****Note:** In most cases, inspections for on-lot sewage management systems are conducted by the Centre Region Code Agency. However, in certain circumstances (drip irrigations, experimental systems, etc.) the SEO may be asked to conduct the inspections. If so, the SEO fees listed in this section of the schedule are applicable.

E. Sewage Enforcement Services – Design (including stakeout – SEO collects fee)

Inground Gravity Flow System	\$260.00
Inground Pressure Dosed System	\$300.00
Elevated Sand Mount or At-Grade System	\$400.00
Orenco System	\$1200.00

Note: Monies collected by the SEO will be forwarded to the Township at the end of the month with the monthly invoices

F. Sewage Enforcement Services – Subdivision/Land Development/Enforcement/ Small Flow Treatment Facilities Inspections (Developer pays 100%):

1. Primary Sewage Enforcement Officer	\$60.00 per hour
2. Alternate Sewage Enforcement Officer	\$48.00 per hour
3. Administration	\$38.00 per hour
4. Percolation Hole Preparation Including Gravel and Presoak Per 6-Hole Test	\$200.00 per set
5. Percolation Testing, Per 6-Hole Test, Whether Site Passes or Fails Plus Mileage at IRS Allowable Rate	\$350.00 per set plus mileage at IRS allowable rate
6. SEO Providing Water for Testing, Per 6-Hole Test	\$120.00 per test
7. Planning Module Review (Per Review)	
a. Component 1	\$200.00
b. Component 2	\$300.00
8. Technicians	\$32.00 per hour
9. Mileage	IRS allowable rate

G. Sewage Enforcement Services – Municipal Consultation/Enforcement

1. Primary Sewage Enforcement Officer	\$56.00 per hour
2. Alternate Sewage Enforcement Officer	\$46.00 per hour
3. Secretarial Administration	\$36.00 per hour
4. Mileage	IRS allowable rate

H. Fire Suppression – Underground Water Storage Tank

1. Underground Storage Tank Replacement Cost Contribution	\$7,500.00
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Finance Department

A. Standard Fees:

1. Certified Letter Administrative Fee	\$7.50 per letter
2. Certified Tax Letter	\$5.00 per letter per tax
3. Tax Bill Request (First one is free)	\$5.00 per bill

Health Department

A. Health Inspections – Eating & Drinking Establishments

1. Inspection Services & Annual License per Establishment (Include Initial Inspection and One Re-Inspection):	
a. Take-Out Establishments (Including Food Trucks)	\$135.00 annually
b. Establishments with up to 100 Seats	\$160.00 annually
c. Establishments with 101 to 249 Seats	\$200.00 annually
d. Establishments with more than 250 Seats	\$245.00 annually
e. Retail Establishments*	\$80.00 annually
2. Additional Inspections	Actual costs
3. Proctoring a ServSafe Exam to Certify Food Establishment Employees**	\$60.00
4. Bed and Breakfast Establishments	\$80.00 annually
5. Temporary Eating and Drinking Establishments	\$50.00 for one day, \$75.00 for two through five days, and \$25 per day for each day after five
6. Late License Fee***	20% of License Fee**
7. Lost License Fee	\$10.00
8. Facility Plan Review Fee:	
a. New Establishment	\$150.00
b. Change of Ownership Only	\$50.00

Note: *Farmer's Market vendors are the same as a Retail Outlet unless they have a Department of Agriculture license. Vendors must provide a copy to avoid the fee. ALL vendors must fill out the Retail Establishment Application.

**Payable to State College Borough

***The Late License Fee applies to all applications postmarked after the last date of the month that the license is due.

Planning & Zoning Department

A. Escrow Accounts – Review Costs, Inspections, and Incidental Municipal Services

Applicants will be required, at the time of the plan submission, to deposit with the Township an escrow sum of money that will be used to pay for Township staff time or consulting services retained by the Township to complete the review of the submitted plan and to complete inspection of public improvements if sufficient escrow funds remain on deposit. The escrow deposit for Street Cleaning/Municipal Services shall be made at the time of preliminary/final plan signature. Each time an escrow account is reduced by one-half (1/2) of the original deposited amount, the applicant will be required to deposit additional funds in order to restore the initial escrow amount.

For ALL plans, before approval of either preliminary or final plans occurs, the applicant shall pay ALL costs associated with the review of the plan by the Township's Public Works Director, Engineer, Solicitor, or any other professional consultant retained by the Township to review said plan. Fee will be a factor of two (2) times Public Works Director/Township Engineer Base Hourly Wage (OR) actual cost of contracted services. Township staff shall have the flexibility to reduce the minimum required escrow amounts. Escrow monies will not be released until ALL fees associated with a plan have been paid, even if the plan has been recorded.

1. Land Developments Escrow Amounts*

Building Coverage (ft. ²)	No Stormwater or Traffic Study	Stormwater Only	Stormwater and Traffic	Municipal Street Cleaning Services	Lighting Plan Review
Up to 5,000 Square Feet	\$500.00	\$1,500.00	\$3,000.00	\$150.00	\$750.00
5,001 Square Feet to 25,000 Square Feet	\$500.00	\$3,500.00	\$6,000.00	\$300.00	\$750.00
25,001 Square Feet to 50,000 Square Feet	\$500.00	\$5,000.00	\$10,000.00	\$500.00	\$750.00
50,000 Square Feet +	-----	\$6,500.00	\$12,000.00	\$500.00	\$750.00

*Note: Some reviews may exceed required escrow amount and additional funds may be required.

2. Subdivision Escrow Amounts

	No Stormwater or Traffic Study	Stormwater Only	Stormwater and Traffic	Municipal Street Cleaning Services	Septic System Testing (Soil Problems, Perc. Test, etc.)
1-10 Lots	\$500.00	\$1,500.00	\$3,500.00	\$150.00	\$1,000.00
11-40 Lots	\$500.00	\$3,500.00	\$6,000.00	\$500.00	\$1,000.00
41 Lots or More	\$500.00	\$5,000.00	\$10,000.00	\$1,000.00	\$1,000.00
Lot Consolidation	\$200.00	-0-	-0-	-0-	-0-

B. Subdivision Applications*

1. 1-2 Lots	\$300.00
2. 3-5 Lots	\$350.00
3. 6-10 Lots	\$400.00
4. 11-20 Lots	\$450.00
5. 21-30 Lots	\$500.00
6. 31-40 Lots	\$550.00
7. 41+ Lots	\$600.00
8. PRD Tentative Plans	\$2,000.00
9. Final PRD Plans	\$400.00
10. Lot Consolidation Plans	\$50.00
11. Time Extension for Conditionally Approved Plans	\$50.00
12. Modification/Waiver Application	\$50.00

13. Digitizing of Plan Not Submitted in Digital Format	\$25.00 plus actual cost of digitizing service completed by consultant
14. Traditional Town Development General Master Plan	\$2,000.00
15. Traditional Town Development Specific Implementation Plan	
a. Addition or Revision to Existing Structure	\$300.00
b. New Development on Vacant Lot:	
i. < 10,000 Square Feet	\$500.00
ii. > 10,000 Square Feet	\$750.00

*Note: Subdivision Application fees will be due at the time the application is submitted.

C. Land Development Applications*

1. Land Development Applications For:	
a. Addition or Revision to Existing Structure	\$300.00
b. New Development on Vacant Lot:	
a. < 10,000 Square Feet	\$750.00
b. > 10,000 Square Feet	\$1,000.00
2. Minor Alterations to Approved Plans	\$50.00
3. Time Extensions for Conditionally Approved Plans	\$50.00
4. Lighting Plan	\$50.00

*Note: Land Development Application fees will be due at the time the application is submitted.

D. Zoning Permit Fees

1. For ALL Site and Land Development Plans	\$125.00
2. New Home Construction	\$100
3. Decks, Additions, Detached Garage, Renovations, Etc.	\$50
4. Zoning Permits for Commercial/Industrial Uses	\$50
5. Structures Less Than 144 Square Feet	\$25.00
6. Zoning Permit for Pool	\$25.00
7. Home Occupation Permit	\$25.00**
8. Restoration Vehicle or Restoration Parts Vehicle Permit	\$25.00 per year (two year max.)
9. Lighting Application	\$50.00 + \$250 escrow
10. Food Truck Permit	\$25.00 per year*
11. Short-Term Rental Permit	\$25.00**

*A \$25.00 permit fee is required for the initial application and \$25.00 for each subsequent year starting in January.

**A \$25.00 permit fee is required for the initial application and a no-charge renewal license is issued for each subsequent year starting in January.

E. Sign Permits

1. Development Review Notice Signs:	
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a. Sign Rental	\$10.00 per sign
b. Refundable Security Deposit	\$125.00 per sign
2. Permits (Based on Total Signage Area):	
a. 0-10 Square Feet	\$25.00
b. 11-50 Square Feet	\$35.00
c. 51-100 Square Feet	\$55.00
d. 100+ Square Feet	\$80.00
3. Annual License Renewal:	
a. 0-10 Square Feet	\$20.00
b. 11-50 Square Feet	\$30.00
c. 51-100 Square Feet	\$50.00
d. 100+ Square Feet	\$75.00
4. Sign Lighting Review	\$50.00 + \$250.00 escrow
5. Temporary Signs	\$15.00 per sign

1. Special Sign Permits

1. Special Event/Tent Sale	\$15.00 per application
2. Balloons, Pennants, Streamers	\$15.00 per application

F. Zoning Hearing Board

1. Appeals*	\$500.00
2. Variances**	\$300.00
3. Special Exceptions	\$500.00

*Note: \$500.00 Appeal fee is refundable if applicant prevails in the appeal of a notice of violation

**Note: Zoning Appeals and Variances are separate charges. Variance charges in this schedule are non-refundable. If the applicant prevails in a Zoning Appeal and a Variance, only the Zoning Appeal fee will be refunded.

G. Curative Amendment/Validity Challenge

1. Filing Fee	\$1,250.00 + actual cost of advertising
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H. Conditional Use Hearing

1. Conditional Use Application and Hearing	\$500.00
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I. Rezoning Requests

1. Filing Fees & Escrow Amount	\$250.00 filing fees + \$1,500.00 escrow account to be applied toward actual cost of advertising, posting of property, and administrative fees related to review
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J. Ordinance Amendment

1. Petition for Zoning or Subdivision and Land Development Code Revision	\$250.00
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K. Mobile Home Parks

1. Initial Fee	\$100.00 + \$5.00 per lot
2. Annual Renewal Fee	\$50.00

L. Parkland Fees

1. Parkland Fee In-Lieu	\$1,225.00 per person*
2. Park Master Plan Development Fee when Land is Dedicated for Parkland	\$179.00 per dwelling unit

*Note: Fee based on assumption of 2.54 persons per dwelling unit

M. Inspection of Public Improvements

1. Factor of 2 times Township Engineer base hourly wage or actual contracted amount

N. Grass, Weeds, & Certain Other Vegetation

(Grass, weeds, and certain other vegetation EXCEEDING height provisions of ordinance)

Applicable penalty period is April through October. All violations occurring within the penalty period will be assessed according to this fee schedule, and will not reset until the following penalty period. For example, if a Warning Notice is resolved, any subsequent violations within the same penalty period will result in a 2nd violation penalty.

1. 1 st Notice of Violation	No penalty – Warning notice only
2. Issuance of 2 nd Violation	\$25.00
3. Issuance of 3 rd Violation	\$50.00
4. Issuance of Each Additional Notice of Violation	\$75.00

O. Snow Removal

Applicable penalty period is November through March. All violations occurring within the penalty period will be assessed according to this fee schedule, and will not reset until the following penalty period. For example, if a Warning Notice is resolved, any subsequent violations within the same penalty period will result in a 2nd violation penalty.

1. 1 st Notice of Violation	No penalty – Warning notice only
2. Issuance of 2 nd Violation	\$25.00 + prosecution costs
3. Issuance of 3 rd Violation	\$50.00 + prosecution costs
4. Issuance of 4 th Violation	\$75.00 + prosecution costs
5. Issuance of 5 th Violation	\$100.00 + \$25.00 for each violation after the 5 th up to a maximum of \$300.00 plus costs of prosecution

P. Code Administration Fees**1. Building Code Permits****a. 1 and 2 Family Residential**

1. Application Fee	\$35.00
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2. New Construction	$\$0.0055 \times \text{Declared Cost}^*$, OR $\$0.0055 \times \text{Square Foot Construction Cost} \times \text{Square Footage}$ (which ever is greater) (Most recent square foot construction cost as published by the International Code Council)
3. Renovation	$\$0.0055 \times \text{Declared Cost}^*$
4. Minimum Fee	\$55.50
5. Reinspection Fee	\$75.00
6. Demolition Fee	\$55.00

*Note: The CRCA may request documentation supporting the declared project cost

**Note: Most recent square footage construction cost as published by the International Code Council

b. 1 and 2 Family Residential – New Industrialized Housing Only

7. Application Fee	\$35.00
8. New Construction	80% of the following: [$\$0.0055 \times \text{Declared Cost}^*$ (OR) $\$0.0055 \times \text{Square Foot Construction Cost}^* \times \text{Square Footage}$ (whichever is greater) (Most recent square foot construction cost as published by the International Code Council)]
9. Minimum Fee	\$55.50
10. Reinspection Fee	\$75.00

*Note: The CRCA may request documentation supporting the declared project cost

c. Non-1 and 2 Family Residential

1. Application Fee	\$75.00
2. New Construction, Renovation, or Addition	$\$0.0055 \times \text{Declared Cost}^*$, OR $\$0.0055 \times \text{Square Foot Construction Cost}^{**} \times \text{Level of Renovation Multiplier} \times \text{Square Footage}$ (whichever is greater) (Most recent square foot construction cost as published by the International Code Council)
3. Minimum Fee	\$55.50
4. Reinspection Fee	\$75.00
5. Demolition Fee	\$55.50

*Note: The CRCA may request documentation supporting the declared project cost

2. Fire Safety Permits

Annual Permit Fee = $T \times \\$80.00 \times R/V$ (rounded to the nearest dollar)	
R = Reduction Factor = 0.88	
T = Estimated Inspection Time of Property	
<u>Square Feet</u>	<u>Time in Hours</u>
1,000 or less	2
1,001 to 2,500	2.75
2,501 to 10,000	3.5
10,001 to 25,000	4.5
25,001 to 75,000	6
75,001 or more	9.5
V = Inspection Frequency Value	

<u>Life Safety Value (as determined at the time of inspection)</u>	<u>Inspection Frequency</u>
100 or less	5-year interval
101 to 400	3-year interval
401 or more	Annually

3. Rental Housing Permits

1. COG Centre Region Code Single Dwelling Unit, Townhouse, Mobile Home, Apartment, Condominium, or Duplex (per unit) (includes intermittent rentals)	\$37.00
a. Township Fee (per unit)	\$3.00
2. COG Centre Region Code Lodging House, Boarding House, Tourist Home, or Rooms (per unit)	\$32.00
a. Township Fee (per unit)	\$3.00
3. COG Centre Region Code Fraternity or Dormitory	
a. With Fewer than 15 Sleeping Rooms	\$350.00
b. With 15-25 Sleeping Rooms	\$400.00
c. With More Than 25 Sleeping Rooms	\$450.00
* Township Fee	\$25.00

4. Well and Borehole Permits

1. Potable Drinking Water Well	\$56.00
2. Base Fee for All Wells and Boreholes Subject to the Centre Region Building Safety and Property Maintenance Code with the Exception of Potable Drinking Water Wells Including up to Five (5) Ground Penetrations	\$150.00
3. Additional Penetrations Beyond the Five (5) Penetrations Covered in the Base Fee for up to and Including an Additional Five (5) Penetrations	\$75.00

5. Permit Expiration and Permit Renewal Fees

The following fees are applicable to permits that are subject to the provisions of PA Act 46 of 2010	
1. Written Verification of Expiration Date	
a. Residential Projects	\$100.00
b. Commercial Projects	\$500.00
Permit Extension Fee Shall be 25% of the Original Base Permit Fee, Not to Exceed \$5,000.00	

6. Plan Review Fees

Upon the second plan submission prior to the issuance of a permit if the plan review comments have not been adequately addressed (OR) if additional comments are required to be generated (OR) any submission of modifications after the issuance of a permit, the following fees will apply

1. Residential Submission Fee	\$0
2. Commercial Submission Fee	\$150.00
3. Review Fee	\$80.00 x staff time in hours

7. Work Not Covered By Permit Fees

1. Fee	\$80.00 x staff time in hours
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8. Applicant requested accelerated plan review or inspection outside of normal business hours

1. Fee	\$120.00 x staff time in hours
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9. Other Code Administration Fees

1. Carnivals/Fairs	\$25.00 per event
2. Tents and Temporary Structures	\$25.00 per event
3. Re-inspection/Additional Inspection Fee	\$45.00
4. Explosives Permit	\$25.00 per day
5. Demolition Permit	\$40.00
6. Fire Alarm License for Installation	\$20.00 per municipality
7. Fire Alarm Registration Fee (For ALL Alarms, 4 Signals Off-Premises)	\$25.00
8. Fire Alarm User Permit Fee	\$25.00
9. Fire Alarm Installation License	\$20.00
10. Fire Alarm Late Permit Fee for Each Calendar Month of Part Thereof	\$15.00
11. On-Lot Sewage System Inspection Fee Schedule (conducted by Centre Region Code Agency):	\$75.00 paid by property owner
a. Existing System Inspection with Open Tank	\$35.00 paid by property owner
b. Existing System Inspection, Visual Only, Closed Tank	

Police Department

A. Fines (first 72 hours)

1. No Parking Fire lanes	\$50.00
2. No Parking Handicapped Only	\$50.00
3. Prohibited Parking – At All Times	\$15.00
4. Prohibited Parking – At Certain Times	\$15.00
5. Prohibited Parking over 2 Hours	\$15.00
6. Snow Parking Violations	\$15.00
7. No Parking In Bus Stop Area	\$15.00
8. No Parking On Sidewalk	\$15.00
9. No Parking on Crosswalk	\$15.00

10.	No Parking at any place where official sign prohibits parking, stopping or standing	\$15.00
11.	No Parking More than 12" from curb	\$15.00
12.	No Parking against traffic	\$15.00
13.	No Parking Blocking Driveway	\$15.00
14.	No Parking within 30' of a stop sign	\$15.00
15.	No Parking within 15' of a fire hydrant	\$15.00
16.	Parking Boot Removal	\$50.00
17.	No Valid Residential Parking Permit Displayed in Established Parking Permit Streets	\$15.00
18.	No Parking in Intersection	\$15.00
19.	No Parking within 20 feet of a Crosswalk	\$15.00
20.	Parking Not Wholly within Marked Space	\$15.00

B. Emergency Alarm Fees

1.	First Alarm	None – Notification only
2.	Second Alarm	None – Notification Only
3.	Third Alarm	None - Notification/Warning
4.	Fourth Alarm	\$75.00
5.	Fifth Alarm	\$150.00
6.	Each Additional Alarm	\$300.00

C. Reports

1.	Traffic Crash Reports	\$15.00 each
2.	Local criminal history check	\$15.00
3.	Notarized local criminal history check	\$20.00
4.	Lost or Stolen Property Statement	\$3.00
5.	Specially Prepared Reports (authorized party only)	\$35.00/hr. + \$.20/page (\$15.00 minimum)
6.	Report Summary Letters(per report) (authorized party only)	\$35.00/hr. + \$.020/page(\$15.00 minimum)
7.	Photos, video, audio reproductions, (authorized party only)	\$75.00/hr. + actual cost of reproduction (\$35.00 minimum)
8.	Report Copies (valid subpoena or court order only)	\$0.20/page

D. Special Events

1.	Permit	
	a. Organizations with 501(c)3 tax exempt status	Waived
	b. All other organizations	\$25.00
2.	Escrow	
	a. Organizations with 501(c)3 tax exempt status	\$125.00
	b. All other organizations	\$250.00

3.	Staff	
	a. Police Staff	\$75.00/hour subject to a 3 hour minimum
	b. Public Works Staff	\$50.00/hour subject to a 3 hour minimum

E. Miscellaneous Fees

1. <u>Residential Parking Permit</u>	<u>\$15.00 per year</u>

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CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite #3

State College, PA 16801

Phone: (814) 231-3077 • Fax: (814) 231-3088 • Website: www.crcog.net

FINANCE COMMITTEE

COG Building – Forum Room

Wednesday, November 20, 2019

8:30 AM

AGENDA

1. CALL TO ORDER

Chairman Graham will convene the meeting.

2. PUBLIC COMMENTS

Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit please). Comments relating to specific items on the agenda should be deferred to that point in the meeting.

3. APPROVAL OF MINUTES

Enclosed is a copy of the minutes from the October 10, 2019 meeting.

4. MUNICIPAL COMMENTS ON THE 2020 COG SUMMARY BUDGET

This agenda item asks the Finance Committee to review the municipal comments relating to the 2020 COG Summary Budget, prepare a recommendation for proceeding on each comment, and forward the budget, as may be revised to the General Forum for approval and referral to the municipalities for adoption.

During its October 28, 2019 meeting, the General Forum approved the following motion:

“That the General Forum receive the draft 2020 Summary Budget for the Centre Region Council of Governments and refer it to the municipalities for consideration; and, furthermore, that comments be referred to the COG Executive Director by 8:30 AM on Wednesday, November 20, 2019.”

As of November 15, 2019 the status of the municipal budget review process is:

- | | |
|---------------------|---|
| ✓ Harris Township: | Met on November 6, comments are enclosed |
| ✓ Patton Township: | Met on November 13, no comments submitted |
| ✓ College Township: | Met on November 7, comments are enclosed |
| ✓ Ferguson Township | Met on November 4, comments are enclosed |

- ✓ State College Borough: Met on November 8, no comments submitted
- ✓ Halfmoon Township: Met on November 14, no comments submitted

To advance the budget review process, the Committee should:

- Discuss each of the municipal comments
- Prepare a response to each budget recommendation for the General Forum to consider during its November meeting
- After all the budget adjustments have been identified, the Committee should consider a motion to advance the 2020 COG Budget to the General Forum for approval and to the individual municipalities for adoption.

After the Committee agrees to a specific budget proposal, then consideration should be given to framing a motion to forward the recommendation to the General Forum for discussion and referral to the municipalities for adoption. A possible motion for the Finance Committee to refer to the Executive Committee for inclusion on the General Forum's meeting agenda is:

"That the General Forum approves the 2020 COG Budget as discussed at its November 25, 2019 meeting and refer it to the participating municipalities for adoption by December 31, 2019."

Please remember to bring your 2020 Summary Budget to the meeting

5. PURCHASE ORDER TO REBUILD TWO FIRE POLICE UNITS

This action agenda item asks the Finance Committee to recommend to the Executive Committee that funds (\$77,920) from the 2020 COG Budget - Fire Capital be encumbered by the General Forum during its November 25, 2019 meeting for the purpose of authorizing the execution of a Co-Stars contract to acquire two replacement chassis for the fire police units. This action, if approved, will begin the process of upgrading the two fire police units.

The 2020 COG Budget contains funding of \$262,000 to upgrade the two fire police units for the Fire Program. In addition, this expense was anticipated in the 2020 to 2024 COG Capital Improvement Plan. The Fire Director is requesting authorization to commit, via a purchase order, in 2019 to purchase the chassis due to:

- The lead time (12-20 weeks) it takes to construct the chassis. By committing via a purchase order, the Fire Department can secure its spot on the construction schedule. It is not anticipated that any funds will be expended until 2020.
- The current condition of the two existing fire police units.

Since this commitment for an expenditure would occur before the 2020 COG budget has been approved by the municipalities and prior to the beginning of the budgeted year (January 1, 2020), staff is requesting that the Finance Committee approve this commitment by authorizing staff to sign the purchase order. The Committee should discuss this request and determine if such an authorization is appropriate at this time.

To proceed the Finance Committee is asked to consider a recommendation from the Fire Director and COG staff that the General Forum be asked to authorize a purchase order for the acquisition of replacement chassis for the two fire police units in an amount not to exceed \$77,290. The potential enacting motion that will be considered by the Finance Committee is:

“That the General Forum as recommended by the Finance Committee authorize the issuance of a purchase order that will encumber up to \$77,290 as identified in the 2020 COG Budget – Fire Operating and the 2020 to 2024 Capital Improvement Plan to replace the chassis on the two fire police units.”

The Fire Director will be at the meeting to answer any questions that may arise.

6. CONTRACT AWARD FOR FIRE STUDY

This action agenda item asks the Finance Committee to recommend to the Executive Committee that funds (\$42,913) from the 2020 COG Budget – Fire Operating be encumbered by the General Forum during its November 25, 2019 meeting for the purpose of authorizing the execution of a contract to conduct a study of the Regional Fire Protection program. This action, if approved, will allow the project consultant to begin the study process early in January, 2020.

During its March 25, 2019 meeting the General Forum approved the following motion:

“That the General Forum, as recommended by the Public Safety Committee, establish a Steering Committee to conduct a study to identify a preferred model for the future organization of the Regional Fire Protection program that takes into consideration community growth, demographic changes, call volumes, volunteerism and cost. And, further that the Committee be organized as follows:

- | | |
|---------|---|
| 4 – 6 | One Elected Official from each (interested) municipality elected by each of the governing bodies. Halfmoon and Harris Townships will need to decide whether they want to have an elected representative on the committee. |
| 1 | A Penn State University representative (selected by the University) |
| 1 | Municipal Manager (selected by the municipal managers) |
| 1 | Police Chief (selected by local police chiefs) |
| 2 | Alpha Fire Company (2 representatives selected by the fire company) |
| 1 | Fire Director |
| 1 | <u>Assistant Fire Chief (selected by the Fire Director)</u> |
| 11 – 13 | Total members |

The Steering Committee prepared and issued a Request for Proposals for consulting services to conduct the study. The following five proposals were received on October 8, 2020, the following bids were received to conduct a study of the regional fire protection program that will result in a recommended future service delivery model:

- McGrath Consulting Group, Wonder Lake, IL: \$68,850
- Municipal Resources, Inc, Meredith, NH: \$62,500
- Management Partners, Cincinnati, OH: \$61,500
- Kramer & Associates, Cincinnati, OH: \$57,600
- Emergency Services Consulting, Chantilly, VA: \$42,913*

**ESCi conducted the 2005 fire study that resulted in the Fire Administrator position changing to Fire Director.*

The 2020 COG Budget – Fire Operating designated \$50,000 to conduct this study. The ESCi proposal is less than the budgeted amount.

To proceed the Finance Committee is asked to consider a recommendation from members of the Steering Committee and COG staff to award the contract to ESCi in an amount not to exceed \$42,913. The potential motion to be considered by the Finance Committee is:

“That the General Forum as recommended by the Finance Committee encumber up to \$42,913 as identified in the 2020 COG Budget – Fire Operating to conduct a study to identify a future service model for the Regional Fire Protection Program and further that the contract for conducting this study be awarded to ESCi.”

The Fire Director will be at the meeting to answer any questions that may arise.

7. CRCA PARKING AGREEMENT

This agenda item asks the Finance Committee for its guidance on a staff proposal to rent 25 parking spaces for Centre Region Code Administration vehicles at a lot near the COG building.

There is currently a shortage of parking at the COG building which improve slightly when the Centre Region Parks and Recreation Agency moves to its new location at 2040 Sandy Drive. Eleven employee and company vehicles will be located to the new building.

Despite the fewer number of vehicles there will continue to be inadequate parking at the COG building when there are meetings attended by larger groups. To address this concern staff is proposing renting 25 parking spaces in a nearby lot at the cost of \$35.00 per month (including snow plowing services) - \$10,500 annual cost, which is a competitive rental rate. The cost would be paid by the CRCA because only its vehicles would be parked on the surface lot. The contract would be for two years, but the parties will have the ability to withdraw from the agreement after 90 days. The owner is also open to a month to month agreement based on the issuance of a purchase order. **Enclosed** is a copy of a map that shows the location of the parking area.

There are two questions with this proposal.

- This cost was not anticipated in either of the 2020 budget documents. The Finance Committee is asked whether:
 - A. No action should be taken at this time.
 - B. the 2020 CRCA Budgets should be amended as to provide for funding for this rental expense.
 - C. The 2020 CRCA Budgets should be adopted as is and perform a budget amendment to allow for the expense be requested of the Public Safety Committee, Finance Committee, and Executive Committee at their January meetings.
- The COG Articles of Agreement state that a unanimous vote of the General Forum “is required to acquire, manage, license, lease or dispose of real property”. The COG Solicitor believes this restriction applies to the proposed parking lease. Subsequently, this a matter that will require a unanimous vote of the General Forum.

The Code Director will be present to discuss this proposal.

The Finance Committee is asked to discuss this comment and offer the staff guidance on how to proceed.

8. LIBRARY STRATEGIC PLAN

The Library is preparing a new strategic and development plan in 2020. At this time three elected officials have volunteered to be involved in the process to update the strategic plan. The plan will include a look at finances and sustainability for the library and will include a discussion about the draw-down of the capital fund.

During the budget review sessions members of the Finance Committee expressed a desire to offer input to be considered in the strategic planning process. Based on the topics listed above, are there any additional topics not listed above that the Committee members wish to be discussed? Also, based on the topics listed above, are there underlying concepts that the members would like to discuss further or offer input that could be considered further in the update of the strategic plan?

This agenda item is intended to give the members of the Finance Committee an opportunity to offer their suggestions for consideration for the update of the Library Strategic Plan. No Committee action is deemed necessary.

The Library Director will be at the meeting to answer any questions that may arise.

9. THIRD QUARTER FINANCIAL UPDATE

This agenda item is for informational purposes and does not require action from the Finance Committee.

Mr. Joe Viglione, COG Finance Director, will provide the Finance Committee with a brief financial report (**enclosed**) on the 3rd quarter 2019 results.

10. VEHICLE REPAIRS AND MAINTENANCE REPORT

This agenda item is for informational purposes and does not require action from the Finance Committee.

Enclosed please find a copy of the vehicle maintenance report for the period of January 1 through September 30, 2019 completed by Mr. Cary Asendorf. The Finance Committee should review the report and note areas of concern.

11. AD HOC FACILITIES COMMITTEE INFORMATION

Mr. Francke will report on the Committee's November 5, 2019 meeting.

The Committee should receive this report and comment as it deems appropriate.

12. MONTHLY REPORTS

Copies of the October 2019 **voucher** report were distributed to the Committee with this agenda. To proceed, the Committee should consider the following motion:

"That the Finance Committee approves the October 2019 voucher report for the Centre Region COG."

Copies of the October 2019 COG financial report are **enclosed**. The financial report contains an additional comparison of 2019 actual to 2019 estimated year to date as contained in the 2020 COG budget. If the Committee has any questions about the items in these reports, please let Finance Director Joe Viglione (jviglione@crcog.net or 231-3062) know as soon as possible so that the information can be researched prior to the next Committee meeting.

13. OTHER BUSINESS

- A. Matter of Record – The Parks Administrative office is moving to their new location, 2040 Sandy Drive, the week of November 18th. The offices will be closed for most or all of the week.
- B. Matter of Record – The following is an update of the status of planning and evaluation studies currently underway at the COG.

	Planning Activity	Status
1	Update Personnel Policy Handbook	This project is complete.
2	Parks and Recreation Regional Plan	This project is well underway – The Steering Committee is reviewing the first drafts of the Plan. A public forum on the plan was held on November 14 at 7:00 PM in the SCASD High School. The Plan should be presented to the General Forum during its January 27, 2020 meeting.
3	Study of Regional Fire Protection Program	Five bids were received on October 8 for consulting services to conduct this study. Staff recommends awarding the contract to ESCi in the amount of \$42,913 which is below the \$50,000 project budget. Should the General Forum take action to approve the contract award during its November 25 meeting then work on the project can begin during January, 2020.
4	IT Study	Due to staff limitations, this project will not go forward in 2019 but will be carried into 2020. There is agreement among COG staff and Borough staff (the IT service provider for 4 COG Agencies) that this should be a priority work objective for 2020.
5	Code Software Study	An RFQ was sent to four software vendors who expressed interested in the study and who were screened by the project's Steering Committee. Vendor visits to the Centre Region are anticipated to occur within the next 30 days to be followed by vendor presentations to the Steering Committee.
6	COG Facilities Evaluation	This project should continue to move forward during 2020. The draft Detailed Budget allocates \$30,000 for this project.
7	Executive Director Recruitment and Screening Committee	The Recruitment Committee selected a consultant (GOVHR). The firm's Project Manager, Charlene Stevens will be at the COG on November 21 and 22 to interview stakeholder groups (elected officials, municipal managers, COG staff) about the expectations for the position. This information gathered during these meetings will provide the basis for a job announcement and assist in finding the individual with the right skill set and temperament to meet the challenges and opportunities of the position.
8	Solar Power Purchase Agreement Working Group	The Working Group continues to grow with three new entities (CATA, Centre County Housing Authority, and Centre Hall Potter Joint Authority) expressing interest in joining the Working Group. Tentative agenda items for the November 27 meeting include finalizing the cost sharing & related intergovernmental agreement, finalizing the Request for Qualifications, and developing a timeline for the RFQ/RFI/RFP process.

14. ADJOURNMENT

CENTRE REGION COUNCIL OF GOVERNMENTS

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EXECUTIVE COMMITTEE

COG Building – Forum Room

2643 Gateway Drive

Wednesday, November 20, 2019

12:15 PM

Please note the change to a
Wednesday meeting date

AGENDA

1. CALL TO ORDER

Vice-Chair George Downsborough will convene the meeting.

2. PUBLIC COMMENTS

Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit, please). Comments relating to specific items on the agenda should be deferred until that point in the meeting.

3. APPROVAL OF MINUTES

A copy of the minutes of the October 22, 2019, Executive Committee meeting is **enclosed**.

4. PURCHASE ORDER TO REBUILD TWO FIRE POLICE UNITS

This action agenda item asks the Executive Committee to recommend to the General Forum that funds (\$77,920) from the 2020 COG Budget – Fire Capital be encumbered by the General Forum during its November 25, 2019 meeting for the purpose of authorizing the execution of a Co-Stars contract to acquire two replacement chassis for the fire police units. This action, if approved, will begin the process of upgrading the two fire police units.

The 2020 COG Budget contains funding of \$262,000 to upgrade the two fire police units for the Fire Program. In addition, this expense was anticipated in the 2020 to 2024 COG Capital Improvement Plan. The Fire Director is requesting authorization to commit, via a purchase order, in 2019 to purchase the chassis due to:

- The lead time (12-20 weeks) it takes to construct the chassis. By committing via a purchase order, the Fire Department can secure its spot on the construction schedule. It is not anticipated that any funds will be expended until 2020.
- The current condition of the two existing fire police units.

Since this commitment for an expenditure would occur before the 2020 COG budget has been approved by the municipalities and prior to the beginning of the budgeted year (January 1, 2020), staff is requesting that the General Forum approve this commitment by authorizing staff to sign the purchase order. The Committee should discuss this request and determine if such an authorization is appropriate at this time.

To proceed the Finance Committee may ask the Executive Committee to consider a recommendation from the Finance Committee that the General Forum be asked to authorize a purchase order for the acquisition of replacement chassis for the two fire police units in an amount not to exceed \$77,290. The potential enacting motion that will be considered by the Executive Committee is:

“That the General Forum as recommended by the Finance and Executive Committee authorize the issuance of a purchase order that will encumber up to \$77,290 as identified in the 2020 COG Budget–Fire Operating and 2020 to 2024 Capital Improvement Plan to replace the chassis on the two fire police units.”

The Fire Director, Steve Bair will be at the meeting to answer any questions that may arise.

5. CONTRACT AWARD FOR FIRE STUDY

This action agenda item asks the Executive Committee to recommend to the General Forum that funds (\$42,913) from the 2020 COG Budget – Fire Operating be encumbered by the General Forum during its November 25, 2019 meeting for the purpose of authorizing the execution of a contract to conduct a study of the Regional Fire Protection program. This action, if approved, will allow the project consultant to begin the study process early in January, 2020.

During its March 25, 2019 meeting the General Forum approved the following motion:

“That the General Forum, as recommended by the Public Safety Committee, establish a Steering Committee to conduct a study to identify a preferred model for the future organization of the Regional Fire Protection program that takes into consideration community growth, demographic changes, call volumes, volunteerism and cost. And, further that the Committee be organized as follows:

- 4 – 6 One Elected Official from each (interested) municipality elected by each of the governing bodies. Halfmoon and Harris Townships will need to decide whether they want to have an elected representative on the committee.
- 1 A Penn State University representative (selected by the University)

1	Municipal Manager (selected by the municipal managers)
1	Police Chief (selected by local police chiefs)
2	Alpha Fire Company (2 representatives selected by the fire company)
1	Fire Director
<u>1</u>	<u>Assistant Fire Chief (selected by the Fire Director)</u>
11 – 13	Total members

The Steering Committee prepared and issued a Request for Proposals for consulting services to conduct the study. The following five proposals were received on October 8, 2020, the following bids were received to conduct a study of the regional fire protection program that will result in a recommended future service delivery model:

- McGrath Consulting Group, Wonder Lake, IL: \$68,850
- Municipal Resources, Inc, Meredith, NH: \$62,500
- Management Partners, Cincinnati, OH: \$61,500
- Kramer & Associates, Cincinnati, OH: \$57,600
- Emergency Services Consulting, Chantilly, VA: \$42,913*

**ESCi conducted the 2005 fire study that resulted in the Fire Administrator position changing to Fire Director.*

The 2020 COG Budget – Fire Operating designated \$50,000 to conduct this study. The ESCi proposal is less than the budgeted amount.

To proceed the Finance Committee is asked to consider a recommendation from members of the Steering Committee and COG staff to award the contract to ESCi in an amount not to exceed \$42,913. The potential motion to be considered by the Finance Committee is:

“That the General Forum as recommended by the Finance Committee encumber up to \$42,913 as identified in the 2020 COG Budget – Fire Operating to conduct a study to identify a future service model for the Regional Fire Protection Program and further that the contract for conducting this study be awarded to ESCi.”

The Fire Director, Steve Bair will be at the meeting to answer any questions that may arise.

6. CRCA PARKING AGREEMENT

This agenda item asks the Executive Committee for its initial comments on a staff proposal to rent 25 parking spaces for Centre Region Code Administration vehicles at a lot near the COG building. This idea will be discussed at the Finance Committee meeting that will occur a few hours before the Executive Committee. COG Staff will report on the outcome of that discussion.

There is currently a shortage of parking at the COG building. The situation will be slightly improved when the Centre Region Parks and Recreation Agency moves to its new location

at 2040 Sandy Drive. Eleven employee and company vehicles will be located to the new building.

Despite the fewer number of vehicles there continues to be inadequate parking at the COG building when there are meetings attended by larger groups. To address this concern staff is proposing renting 25 parking spaces in a nearby lot at the cost of \$35.00 per month (including snow plowing services) - \$10,500 annual cost. This is a competitive rental rate. The cost would be paid by the CRCA because only its vehicles would be parked on the surface lot. The contract would be for two years, but the parties will have the ability to withdraw from the agreement after 90 days. The owner is also open to a month-to-month agreement based on the issuance of a purchase order. **Enclosed** is a copy of a map that shows the location of the parking area.

There are two questions with this proposal.

- This cost was not anticipated in either the 2020 New Construction or Existing Structures budgets. The Finance Committee is asked whether:
 - A. No action should be taken at this time.
 - B. The 2020 CRCA Budgets should be amended as to provide for funding for this rental expense.
 - C. The 2020 CRCA Budgets should be adopted as it and a budget amendment to allow for the expense be requested of the Public Safety Committee, Finance Committee, and Executive Committee at their January meetings.
- The COG Articles of Agreement state that a unanimous vote of the General Forum “is required to acquire, manage, license, lease or dispose of real property”. The COG Solicitor believes this restriction applies to the proposed parking lease. Subsequently, this a matter that will require a unanimous vote of the General Forum.

The Code Director, Walt Schneider will be present to discuss this proposal.

The Executive Committee is asked to receive the comments from the Finance Committee meeting and then provide its recommendations on whether or how to proceed.

7. MUNICIPAL AND PUBLIC COMMENTS ON THE 2020 COG BUDGET

This action agenda item asks the Executive Committee to review a recommendation from the Finance Committee to refer the 2020 COG Summary Budget for approval and referral to the municipalities for adoption.

During its October 28, 2019 meeting, the General Forum approved the following motion:

“That the General Forum, as recommended by the Finance Committee, receive the draft 2020 Summary Budget for the Centre Region Council of Governments and refer it to the municipalities

for consideration; and furthermore, that comments be referred to the COG Executive Director by 8:30 AM, on Wednesday, November 20, 2019, for distribution to the Finance Committee at its November meeting.”

The Finance Committee will review the municipal comments during its Wednesday, November 20, 2019 meeting. Messrs. Viglione and Steff will report on the outcome of the Finance Committee’s review.

Enclosed are municipal comments provided by the State College Borough, and College, Ferguson and Harris Townships. Halfmoon and Patton Townships reviewed and discussed the budget but provided no consensus comments.

To proceed with review and adoption of the 2020 COG Budget, the Finance Committee **may** ask the Executive Committee to forward the following motion to the General Forum:

“That the General Forum approve the 2020 COG Budget as discussed at its November 25, 2019 meeting and refer it to the participating municipalities for adoption by December 31, 2019.”

Please remember to bring your 2020 Summary Budget to the meeting.
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8. EXECUTIVE DIRECTOR’S REPORT

Mr. Steff will update the Executive Committee on current COG activities including:

- Trick or Treat Night
- Recruitment of COG’s next Executive Director
- Public meeting on the Parks and Recreation Regional Comprehensive Plan
- Status of Whitehall Road Regional Park
- Relocation of Parks and Recreation Office

9. OTHER BUSINESS

A. Matter of Record – Next month’s meeting of the Executive Committee is scheduled for Tuesday, December 10, 2019, at 12:15 pm at the COG Building. Currently, the only agenda item is a review with the Executive Director of his 2019 performance evaluation. The next meeting of the General Forum is scheduled for Monday, January 27, 2020. Possible agenda items include: election of COG officers, selection of 2020 meeting dates, appointments to the Code Board of Appeals, initial review of intergovernmental solar purchase power agreement, and confirmation of appointments for the Alpha Fire Company.

B. Matter of Record – **Enclosed** is communication from the Centre Region Parks and Recreation Authority to the Ferguson Township Board of Supervisors regarding

fundraising for unfunded needs for Whitehall Road Regional Park's Phase I development.

- C. Matter of Record – During its fall convention the Centre County Association of Township Officials presented the John Auman Leadership Award to Jim Steff for *“Leadership, dedication, and commitment to municipal government, helping to keep Centre County a better place to live”*.
- D. Matter of Record – The following is an update of the status of planning and evaluation studies currently underway at the COG.

	Planning Activity	Status
1	Update Personnel Policy Handbook	This project is complete.
2	Parks and Recreation Regional Plan	This project is well underway – The Steering Committee is reviewing the first drafts of the Plan. A public forum on the plan was held on November 14 at 7:00 PM in the SCASD High School. The Plan should be presented to the General Forum during its January 27, 2020 meeting.
3	Study of Regional Fire Protection Program	Five bids were received on October 8 for consulting services to conduct this study. Staff recommends awarding the contract to ESCi in the amount of \$42,913 which is below the \$50,000 project budget. Should the General Forum take action to approve the contract award during its November 25 meeting then work on the project can begin during January, 2020.
4	IT Study	Due to staff limitations, this project will not go forward in 2019 but will be carried into 2020. There is agreement among COG staff and Borough staff (the IT service provider for 4 COG Agencies) that this should be a priority work objective for 2020.
5	Code Software Study	An RFQ was sent to four software vendors who expressed interested in the study and who were screened by the project's Steering Committee. Vendor visits to the Centre Region are anticipated to occur within the next 30 days to be followed by vendor presentations to the Steering Committee.
6	COG Facilities Evaluation	This project should continue to move forward during 2020. The draft Detailed Budget allocates \$30,000 for this project.
7	Executive Director Recruitment and Screening Committee	The Recruitment Committee selected a consultant (GOVHR). The firm's Project Manager, Charlene Stevens will be at the COG on November 21 and 22 to interview stakeholder groups (elected officials, municipal managers, COG staff) about the expectations

		for the position. This information gathered during these meetings will provide the basis for a job announcement and assist in finding the individual with the right skillset and temperament to meet the challenges and opportunities of the position.
8	Solar Power Purchase Agreement Working Group	The Working Group continues to grow with three new entities (CATA, Centre County Housing Authority, and Centre Hall Potter Joint Authority) expressing interest in joining the Working Group. Tentative agenda items for the November 27 meeting include finalizing the cost-sharing & related intergovernmental agreement, finalizing the Request for Qualifications, and developing a timeline for the RFQ/RFI/RFP process.

10. TENTATIVE AGENDA ITEMS

The following are agenda items that are tentatively scheduled for discussion at the Monday, November 25, 2019, General Forum meeting, which will be held at the Centre Region COG Building:

- Pledge of Allegiance
- Authorization to rebuild fire police vehicles beginning in January 2020
- Authorization to begin fire study in January 2020
- 2020 Summary Budget
- Goodbye to COG Colleagues (if the December meeting is cancelled)

11. RECESS TO AN EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER

Mr. Miller reminds the Executive Committee that one of its duties is to evaluate the Executive Director's work performance during 2019. Performance evaluation forms for the Executive Director were distributed earlier to the Committee and electronically returned to Ms. Becca Petitt, the COG Human Resources Officer.

Mr. Miller will report on the evaluation process and will adjourn the meeting to an Executive Session at this point. During its December 10, 2019 meeting the Committee will discuss the 2019 performance review with the Executive Director.

12. ADJOURNMENT

CENTRE REGION COUNCIL OF GOVERNMENTS

Centre Regional Planning Agency
2643 Gateway Drive, Suite #4
State College, PA 16801
Phone: (814) 231-3050 Fax: (814) 231-3083

TRANSPORTATION & LAND USE (TLU) COMMITTEE

COG Forum Room
2643 Gateway Drive
Monday, December 2, 2019
12:15 p.m.

AGENDA

1. CALL TO ORDER – Ms. Lafer will call the meeting to order.

2. PUBLIC COMMENTS

Members of the public are invited to comment on any items not already on the agenda **(five minutes per person time limit, please)**. Comments relating to specific items on the agenda should be deferred until that point in the meeting.

3. ACCEPTANCE OF MINUTES

The minutes of the October 7, 2019 joint TLU Committee and CRPC meeting are *enclosed*.

4. OPEN DISCUSSION FOR COMMITTEE MEMBERS

This time is provided for open discussion of issues by members.

5. STUDENT HOUSING PROJECT/HOUSING ASSESSMENT UPDATE – *presented by Nicole Pollock*

This item provides an update to the TLU Committee regarding the progress of the Student Housing Project outlined in the 2019-2020 Comprehensive Plan Implementation Program (CHIP) as “Assessing New Opportunities for Workforce and Resident Housing in the Centre Region”.

This project is looking to provide an analysis of student housing trends in the Centre Region to assess potential opportunities for affordable and workforce housing. Taking into account all of the new student housing in the Region, now is a good time to obtain accurate data to show how this rapidly changing off-campus housing could impact the market and potentially improve opportunities for local workforce housing.

Currently, an inventory of single and multi-family student-focused housing is being conducted. Data including rental price, number of units, location, proximity to campus, and maximum occupancy is being compiled for both built and approved housing in the Centre Region. Additionally, anonymous surveys to be distributed to landlords and management companies are being drafted to gain first-hand knowledge of the market. A student preference survey is also being prepared for distribution to students.

Action: This item is for informational purposes only

Attachment: None

Next Steps: Staff will continue to work on the Student Housing project while taking into consideration all comments provided by the TLU Committee.

6. CENTRE COUNTY LONG RANGE TRANSPORTATION PLAN (LRTP) – CONFIRM NEEDS/ISSUES PROVIDED AT MARCH 2019 WORKSHOP – *presented by Tom Zilla*

The Centre County Metropolitan Planning Organization (CCMPO) LRTP 2044 must be updated by September 2020. In late 2018 and early 2019, the CCMPO staff held workshop meetings with municipalities and other key stakeholders to identify needs and issues. The input solicited at the meetings has been provided to the consultant team assisting the MPO staff in preparing the new LRTP.

The COG TLU Committee provided input to the MPO staff about needs and issues on March 4, 2019. Attached is a summary of the input received from the TLU Committee. The Committee should review the summary and confirm that the input remains valid.

MPO staff, the consultant team, and the CCMPO Technical and Coordinating Committees will be working to prepare an action plan for the LRTP that includes specific projects, as well as other programs or activities that are intended to meet the needs and issues identified by local officials and stakeholders.

Action: Confirm validity of needs/issues from the March 4, 2019 workshop.

Attachments: Summary of input for LRTP received from the TLU Committee

Next Steps: Review of recommended LRTP 2050 Action Plan
(spring/summer 2020)

7. OTHER BUSINESS

- A. Matter of Record - The next TLU Committee meeting will be held on Monday, January 13, 2020 at 12:15 p.m. in the COG Building Forum Room. **The meeting will be held on the second Monday of the month to accommodate municipal organizational meetings.** Agenda items include election of officers, adoption of the 2020 schedule, and a preview of potential TLU Committee agenda items for 2020.
- B. Matter of Record - The next meeting of the CCMPO Coordinating Committee will be held on Tuesday, January 28, 2020 at 6:00 p.m. at the Centre Region COG Building. Agenda items include of officers, adoption of the FY 2020-22 Unified Planning Work Program, approval of the annual safety performance measure targets, reports about the Preliminary Draft 2021-2024 Transportation Improvement Program (TIP) and the LRTP 2050, and an update about planning activities at the University Park Airport.

9. ADJOURNMENT

**A JOINT MEETING OF THE
CENTRE REGIONAL PLANNING COMMISSION (CRPC) AND
COG TRANSPORTATION & LAND USE (TLU) COMMITTEE**

**Monday, October 7, 2019
12:15 p.m.
Centre Region COG Building**

Minutes

Transportation & Land Use Committee Members Present:

Theresa Lafer, Chair	State College Borough
Steve Lyncha	College Township
Lisa Strickland	Ferguson Township
Barbara Spencer	Halfmoon Township
Frank Harden, Vice Chair	Harris Township
Elliot Abrams	Patton Township

CRPC Members Present:

Ray Forziat, Chair	College Township
Jeremie Thompson	Ferguson Township
Amy Lorek	Harris Township
Neil Sullivan	The Pennsylvania State University

Others Present:

Jim May	Centre Regional Planning Agency (CRPA)
Tom Zilla	CRPA
Mark Boeckel	CRPA
Nicole Pollock	CRPA
Corey Rilk	CRPA
Marcella Laird	CRPA
Mike Bloom	County Planning and Community Development Office (CCPCDO)

1. CALL TO ORDER

Ms. Lafer called the meeting to order at 12:16 p.m.

2. INTRODUCTIONS

A round of introductions was made.

3. CITIZENS' COMMENTS

There were no citizens' comments.

4. APPROVAL OF MINUTES

Ms. Lafer called for a motion to approve the minutes of the September 9, 2019 Transportation and Land Use (TLU) Committee meeting.

Motion was made by Mr. Abrams and seconded by Mr. Harden to approve the minutes of the September 9, 2019 TLU Committee meeting, as presented. The motion carried 5-0. Ms. Spencer and Mr. Cooper were not in attendance.

Mr. Forziat called for a motion to approve the minutes of the September 5, 2019 Centre Regional Planning Commission (CRPC) meeting.

Motion was made by Mr. Thompson and seconded by Ms. Lorek to approve the minutes of the September 5, 2019 CRPC meeting, as presented. The motion carried 4-0. Mr. Rater, Mr. Eich, and Mr. Meehan were not in attendance.

5. OPEN DISCUSSION FOR TLU COMMITTEE AND CRPC MEMBERS

There was no discussion.

6. DISCUSSION OF COMPREHENSIVE PLAN IMPLEMENTATION PROGRAM (CHIP) PROJECTS FOR 2021-2022

CRPA Planning Director Jim May provided a list of potential projects for the Comprehensive Plan Implementation Program (CHIP). The TLU Committee and the CRPC initially reviewed these projects at their September 2019 meetings. Staff has updated the projects based upon input from the TLU Committee and CRPC. Mr. May explained that staff is looking for feedback from the Committee and Commission regarding the project list and will work in the near future on assigning staff to specific projects. He went on to say that at the joint meeting in April 2020, the Committee and Commission will go through the ranking process for the projects, which will then be incorporated into the Comprehensive Plan update that will go before the General Forum for adoption. All municipal governing bodies will be able to review the projects and provide input to CRPA staff.

Mr. May gave a brief overview of the projects staff has been working on from the current 2019-2020 CHIP, including the Greenhouse Gas Emissions Inventory, Integrated Water Resources Planning, an update to the Student Housing Report, Climate Action and Adaptation Plan Implementation, and preparation efforts of the 2020 U.S. Census.

Mr. May then gave a short overview of the proposed projects for the 2021-2022 CHIP and asked for comments for each project.

Mr. May stated that the first project on the new CHIP is the reevaluation of commercial zoning in the Centre Region. He explained that the project will examine retail and mobility trends and recommended strategies on how to potentially revitalize aging business districts, attract and retain residents, create healthy connections to neighborhoods, and to provide enhanced transportation options to serve all users.

The Committee and Commission members did not provide any additional comments for the project.

Mr. May explained that the next project is the inventory and analysis of existing conditions for the Comprehensive Plan update. This project will provide a generalized summary of existing conditions in the Centre Region and will serve as base line conditions for long-range planning and to frame context for planning in the Centre Region. The following areas will be summarized in this project:

- Socioeconomic profile
- Land use inventory
- Transportation inventory
- Open space, conservation, and recreation inventory
- Community services and facilities inventory
- Sustainability practices
- Housing
- Natural, environmental, cultural, and historic resources
- Community and University relationship

The Committee and Commission members did not provide any additional comments.

Mr. May spoke to the next project, which involves a regional toolbox for improving community engagement. This project will predominately focus on improving community engagement beyond what is required through Pennsylvania's land planning and zoning processes, neither of which provide for a robust discussion beyond the traditional planning commission and governing body meetings. This project will develop a toolbox for community engagement that would allow opportunities for inclusive and meaningful community participation and transparency during large rezonings and major land use decisions.

Ms. Lafer communicated that she is skeptical about how municipalities interact with its communities. She stated that it feels like with all of the modes of communication, all residents should be aware of what is going on in their municipality and surrounding areas, but there is always someone who is not aware of municipal activities. Ms. Lafer suggested that not only should this project find best practices for community engagement, it should also point to a community or municipality that has excellent community engagement and analyze how the Centre Region can use its example. Municipalities should go above and beyond what they have done in the past to get citizens involved so that if there is concern regarding a specific project, the municipality knows about it early so the citizens can provide input.

Mr. Abrams suggested that the CPRA staff partner up with Penn State University and possibly get students involved to help with this project.

Mr. Forziat communicated that the end goal for this project is to cast a wider net for community engagement. He went on to say that when the best practices for community engagement are analyzed, there should be thought as to how municipalities can make the process more inclusive and less labor intensive. The more methods municipalities use to communicate with its residents, the more people will know about what is going on; however, it won't eliminate the risk that some people may still not receive the communications.

Mr. May moved on to the next project, which includes considering accessory units as an alternative to affordable housing. This project will examine barriers to allow this type of affordable housing and provide strategies for how municipalities could allow accessory dwelling units (ADUs) in existing neighborhoods by allowing them in existing homes, attached to existing homes, or in detached units. This project should discuss changing demographics, housing preferences, the more efficient use of infrastructure, changing work/lifestyles, co-living arrangements, and the ability for residents to affordably age in place. This project should also review how to best integrate accessory units into the context of the neighborhood to avoid potential nuisances, parking problems, and demands on community services that may increase due to additional housing units. Lastly, this project will also have to address student housing, football weekend rentals, and air bnbs.

Ms. Lafer suggested that as individuals or as part of the TLU Committee and CRPC members should participate in a round robin with Centre House and possibly cook dinner at the house for the people who live there. Ms. Lafer stated that it is a way for everyone to get to know what the face of homelessness looks like in this community.

Mr. May spoke to the last project, best practices for parking management in urban and suburban centers. This project will examine several strategies:

- Reducing impervious areas
- Promoting shared parking
- Incorporating other transportation modes into parking lots
- Improving pedestrian accessibility
- Opportunities for climate adaption
- How to accommodate the transformation of retail
- How to accommodate the transformation of the automobile

In response to a question from Mr. Sullivan, Mr. May explained that this project will look at the use of autonomous vehicles and the impact they will have on parking demand; however, it will not be a main focus because staff feels that this type of transportation is 20-25 years out and staff will be able to examine best parking practices that will probably be implemented elsewhere.

Mr. Abrams communicated that in several large cities, there is an electronic sign before each block that depicts how many parking spaces are available on the next block. This type of technology would reduce the time that people spend searching for a parking space downtown and may even help with traffic issues. Ms. Lafer communicated that there are parking garages that have red and green lights over each parking space so that a motorist searching for a parking space can tell exactly which parking spaces are empty.

Mr. May thanked the Committee and Commission members for their comments and will bring the project list back to the joint April 2020 meeting for ranking priorities.

7. PRESENTATION OF THE INITIAL RESULTS OF THE REGIONAL GREENHOUSE GAS (GHG) EMISSIONS INVENTORY

Mrs. Adams provided a presentation to the TLU Committee and CRPC on the initial results of the greenhouse gas (GHG) inventory.

Mrs. Adams explained that a GHG emissions inventory is the first step in the development of a Climate Action and Adaptation Plan (CAAP). The objectives for the CAAP are to present pragmatic, fiscally responsible actions for local municipalities to consider in order to:

1. Mitigate the Region's contribution to GHG emissions, and
2. Adapt to changing climate conditions.

The GHG emissions inventory is the initial task in the development of targets and creation of action items to mitigate emissions. At a future meeting, Ms. Adams will discuss the 'inventorying' for developing a framework for adaptation (to changing climate conditions) targets and action items.

The emissions inventory is a model of the distribution of emissions sources for the Townships of College, Ferguson, Halfmoon, Harris, and Patton and the Borough of State College. The inventory looks at emissions in 2016 through a community-wide activities frame. These emissions may be occurring within or outside of the community boundary but are a result of activities within the Centre Region. For example, electricity used within the Centre Region is generated outside of the Region where the actual emission source occurs.

Mrs. Adams explained the scale of the six categories of GHG emissions for the community of the Centre Region based on the data from 2016. Of the GHG emissions, residential energy was 33%, commercial energy was 31%, transportation was 26%, agriculture was 5%, solid waste was 4%, and water and wastewater were 1%.

Mrs. Adams reiterated that these numbers are initial results and over the next several months, the methodology will be documented for future replication and the data will be tweaked as staff continues to review and improve the data. Mrs. Adams stated that the next step will be to set emissions reduction targets in the first quarter of 2020. The Climate Action and Adaptation Committee Technical Advisory Group (TAG) will be working on target recommendations and CRPA staff will bring those forward at a future meeting.

Mr. Abrams commented that he noticed that water vapor, which is 60% of GHG emissions, was not included in Mrs. Adams' presentation.

In response to a question from Mr. Sullivan, Mrs. Adams stated that the TAG is made up of Peter Buckland, PSU Sustainability Institute Academic Program Advisor; Brandi Robinson, PSU Energy and Sustainability Policy Instructor; Alan Sam, State College Borough Environmental Coordinator; Franklin Eagan, Director of Education at the Pennsylvania Association for Sustainable Agriculture; Jason Wert, Rettew Energy and Environmental Project Engineer; Phill Becker, CRPA Sustainability Intern; and Pam Adams, CRPA Sustainability Planner. The TAG also intends on inviting topic experts to join the group for specific tasks during the adaptation process.

In response to a question from Ms. Lafer regarding sustainable sources of electricity not being separated out from other sources of electricity, Mrs. Adams explained that the GHG emissions inventory pulled data from the 2016 American Community Survey and the energy portion of the data came directly from West Penn Power, which did not separate the types of electricity. However, staff is continuing to work with West Penn Power to be able to further break down the sources of electricity like solar panels, windmills, and coal plants. Mrs. Adams also explained that West Penn Power has reduced their own greenhouse gas emissions by selling off some of their own coal resources; however, they have not invested much in renewable energy. Ms. Lafer stated that the residential and commercial energy percentages should be broken out to how much of the electricity is from renewable sources.

In response to a question from Mr. Forziat regarding the transportation data, Mrs. Adams explained that the data derived from the 26% came from PennDOT's inventory of miles traveled, which was then split into types of vehicles. CRPA staff plans to further break down the numbers so that cars and motorcycles are not lumped into the same category. Mr. Zilla further explained that PennDOT gets mileage numbers from traffic counts and a specific model used to calculate those numbers.

There was a brief discussion on the types of data sources Mrs. Adams might be able to utilize to provide more accurate data for the transportation category. Mrs. Adams stated that she did reach out to many of the major gas stations in the area; however, much of the information she requested is considered proprietary information and won't be shared publicly. Mr. Zilla suggested that staff could work with the PA Department of Revenue to get transportation data since it gets gas tax revenue from gas sales and might be publicly available.

Mr. May clarified that it will be important for staff to provide accurate numbers so that when the GHG Emissions Inventory is shared with the public, there will be less scrutiny as to where the numbers are coming from. Mr. May reiterated that public participation is very important for this project.

Mr. Becker explained that the protocols that staff used to derive the data for this report is what is being used across the country, and if the primary data collection method is not attainable, there are best practices and secondary ways to measure the data.

There was a brief discussion regarding the name of the plan - Climate Action and Adaptation Plan. Ms. Spencer noted that some people may not want to get on board because the word "climate" is in the title. She suggested that staff rename the plan to something more neutral to garner more interest. Ms. Lafer stated that there are several activist and interest groups in the Centre Region that would be interested in being involved with the creation of this plan.

8. OTHER BUSINESS

Ms. Lafer directed the CRPC and TLU Committee members' attention to the Matters of Record in the agenda:

- The TLU Committee's next regular meeting is scheduled for Monday, November 4, 2019 at 12:15 p.m. in the Forum Room of the Centre Region COG Building.
- The CRPC's next regular meeting is scheduled for Thursday, November 7, 2019 at 7:00 p.m. in the Forum Room of the Centre Region COG Building.
- The next CCMPO Coordinating Committee meeting is scheduled for 6:00 p.m. on Tuesday, November 26, 2019 at 6:00 p.m. at the Patton Township Municipal Building.

9. ADJOURNMENT

There being no further business, the October 7, 2019 joint meeting of the CRPC and the COG TLU Committee was adjourned at 1:46 p.m.

Respectfully submitted,

Marcella Laird
Recording Secretary

Centre County Long Range Transportation Plan (LRTP) 2050 Summary of Input from COG TLU Committee - 3/4/2019

Projects

- I-80/I-99 Interchanges
- Route 322/144/45 (State College Area Connector)
- Route 322 Corridor O1
- Park Avenue Widening
- **"I-199"** parallel to Route 550
- Traffic signal coordination/new technology
(adaptive signals, connected vehicles, advance signing for parking capacity, etc.)
- New CATA buses (replacement and fleet expansion)

Policy Issues

- Emphasize maintenance of the existing transportation system.
- Address commuter traffic/single-**occupant vehicles through multiple means...workforce** housing, ridesharing, expanded CATA services, etc.
- Investigate transit options such as Bus Rapid Transit (BRT), trolley-type service in high travel corridors, development of mobility centers, alternatives for intercity bus loading.
- Expand bike trail connections.
- Improve staging and coordination of roadway construction activities.
- Improve rail service and access to rail.
- Design site plans/land developments to minimize parking and access issues.
- Improve broadband service in rural areas.

Land Use

- Student housing (locations, conversion of single-family units, etc.)
- Growth in East College Ave. and Shiloh Rd. corridors near the Nittany Mall.
- Rural zoning district update in Harris Township.
- Construction of mixed-use developments in Downtown State College.
- Construction of Pine Hall Traditional Town Development (TTD) and Harner Farm development in Ferguson Township.



CLIMATE ACTION AND ADAPTATION TECHNICAL ADVISORY GROUP AGENDA

CRPA Conference Room, COG Building, 2643 Gateway Drive
Monday November 18, 2019
8:00 AM

Note: Coffee and light refreshments will be available.

1. CALL TO ORDER – Mr. Buckland will convene the meeting.
2. PUBLIC COMMENT - For items not on the agenda.
3. COMMITTEE ITEMS
 - a. Attached is the meeting summary for the October 21, 2019 TAG meeting.

4. UPDATE ON INITIAL RESULTS OF THE GHG EMISSIONS INVENTORY

At its October 21, 2019 meeting, the TAG reviewed the initial results of the Centre Region community greenhouse gas (GHG) emissions inventory. Ms. Adams is taking that feedback and other inputs she has received to improve the data begin entered into the inventory. She has presented the inventory at the following meetings/events: Public Services & Environmental Committee, Joint Transportation and Land Use Committee and Centre Regional Planning Commission, TAG, municipal Public Works, joint SCASD Facilities and Policy Committee, SCB Sustainability Committee, and 2 Delta high school student classes.

Ms. Adams intends to finalize the GHG emissions inventory by the end of 2020, which will also include a methodology report. This will allow the inventory process to be replicated in future updates and hold up to public scrutiny. In addition, it is a goal for our region to use a consistent methodology in calculating our greenhouse gas inventories. COG, Ferguson Township and State College Borough are all working together to use similar methodologies for our inventories.

This item is for information only; no action is needed by the TAG.

5. TARGETS

At its September and October meetings, the group discussed targets and agreed upon the following:

- The General Forum should set an overarching end-goal for the emissions reduction target, based upon a recommendation from the TAG and the COG Public Services and Environmental Committee.

- Proposed targets and reporting should reflect changes in population and expected growth.
- TAG should work towards setting specific GHG reduction targets and looking at incremental targets by sector.

Based on the early understanding of climate science, many communities developed targets that aimed for 80% reduction from a base level (in the early 2000's or before). For example, the state of Pennsylvania has a goal to reduce its GHG emissions from 2005 levels 26% by 2025 and 80% by 2050. However, more recent studies indicate that more aggressive targets, such as carbon neutrality by 2050, are needed. One such study is the 2018 United Nations Environment Emissions Gap Report which is an assessment of current national mitigation efforts and the ambitions countries have presented in their Nationally Determined Contributions, which form the foundation of the Paris Agreement. Attached is the Gap Report's key findings or if you prefer a visual story map, see the link: <https://www.unenvironment.org/interactive/emissions-gap-report/>

The TAG should discuss the overarching end goal that the region should strive to attain. Once TAG reaches consensus on an overarching target, it will be presented to the Public Services & Environmental (PSE) Committee for their feedback and in the first quarter of 2020 the PSE Committee will make a recommendation to the General Forum. The General Forum will then be asked to adopt a resolution defining the target for the Centre Region community.

6. ADAPTATION

There are two pieces to COG's Climate Action and Adaptation Plan: mitigation and adaptation. Many communities have seen the value of the integrating mitigation and adaptation actions into one plan, but acknowledges it requires two separate starting points. For mitigation it starts with the GHG inventory which sets a baseline and helps to identify the priorities.

The picture to the right shows a common approach used to develop an adaptation plan. The first step is conducting a resiliency study, also referred to as a vulnerability study.



Ms. Adams would like to discuss some options for completing a resiliency study. The following resources have been identified that could be useful in the process:

- Centre County Hazard Mitigation Plan 2015
- PennDOT Extreme Weather Vulnerability Study-April 2017
- Mt Nittany – 2019 Community Health Needs Assessment
- MS 4 partners – pollution prevention plan

Much of the data appears to exist and by forming a small team of our existing municipal and community resources we may be able to complete a resiliency study by utilizing these

resources. After TAG provides input, Ms. Adams will discuss further with municipal staff to gather feedback before presenting a recommendation to the Public Services & Environmental Committee.

7. FUTURE PRESENTATIONS

At its October 21, 2019 meeting, the TAG agreed that the UAJA should be invited to a future meeting to learn about their best practices that have been implemented to reduce their greenhouse gas emissions.

The group should discuss and identify additional public and private organizations and subject matter experts that should be invited to meetings in 2020 so that we can learn about their sustainable actions and results. The goal will be to identify best practices that could be included in the Climate Action and Adaptation Plan. Time should be allotted for the UAJA and other organizations at TAG meetings in 2020.

8. ADJOURNMENT

Spring Creek Watershed Commission

November 20, 2019

Bellefonte Council Chambers

236 West Lamb Street

7:00 PM

- 1) **Call to Order:** The Chair will call the meeting to order & lead the Pledge of Allegiance
- 2) **Introduce members:** – Establish which municipalities are present
- 3) **Approval of minutes,** Approve July & August minutes (See attached)
- 4) **Citizen Comments:** The public is invited to address the Commission on items not on the agenda. (5 minutes per commentary). Electronic copy of comments should be submitted to SCWC & will be added to meeting minutes.
- 5) **Educational Topic:** *“Musser Gap to Valleylands Project”*
 Deb Nardone – Clearwater Conservancy
 Charima Young – Penn state University

- 6) Old Business: Status - "One Water Report"**

Vote by SCWC on accepting "One Water Report" - See attached

Vote on Resolution – See attached

Update on promotion video for municipalities? Cory & Jason

Status of formatting "One Water Report"

Next steps:

-Municipal vote?

- Distribute Report to “Funding Partners”

- 7) **New Business:** -Discussion of change of title for SCWC – Communication Coordinator
-Presentation on “Atlas Project – Photo Contest, Bob Carline

- ### 10) Financial Report: August, September, October

August - No Debit or Credit

September – General Fund: **Debit: \$400.62 Credit: \$5936.00, Balance: \$19,409.03**

Project Fund: **Debit: \$160.00** **Balance: \$2,275.63**

October -	General Fund: Debit: None	None	\$2275.63
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Project Fund: **Debit:** **Credit: \$443.00** **\$19,852.03**

11) Once Around the Watershed: Members are asked to share relevant water related news from their municipality.

Meetings for 2020:

CNET Air Times:

This meeting can be viewed on Channel 7 (CGTV) on:

Wednesday, November 27 - 10:00 p.m.

Friday, November 29 - 2:00 a.m. & 6:00 p.m.

Saturday, November 30 - 8:00 a.m.

Monday, December 2 - 1:00 p.m.

Watch free at your convenience at www.cnet1.org

Thanks to Bellefonte Borough for sponsoring the airing of the meeting

**Resolution Supporting the Spring Creek Watershed Commission
Phase 2 One Water Report for Collaborative Framework for Developing a One Water Plan and
Leadership**

1. **WHEREAS**, the Spring Creek Watershed Commission is interested in promoting a long-range vision for the Spring Creek Watershed that represents a consensus of thoughts and ideals that are commonly shared by the people and to establish a leadership role within the watershed to advance and coordinate projects and programs that are consistent with the long-range vision; and
2. **WHEREAS**, the vision for the Spring Creek Watershed Commission is an integrative and collaborative system of water resources in an environmentally, economically, and socially beneficial manner; and
3. **WHEREAS**, (insert Municipality name) recognizes that the Spring Creek Watershed is worthy of conservation and careful stewardship; and
4. **WHEREAS**, watershed challenges can encompass many different aspects from environmental, socio economic, watershed scale, utility management, land use, political, population growth and climate change factors; and
5. **WHEREAS**, the Phase 2 One Water Report values are the core principles that the watershed communities' governments, residents, water utilities, businesses and industry wish to maintain; and
6. **WHEREAS**, the Phase 2 One Water Report strives for a systematic, watershed-wide, science-based approach to watershed management; driven by the participating local governments, state and federal governments, water utilities, planning commissions, Penn State University, citizens, businesses and industry; and
7. **WHEREAS**, the goals of the Phase 2 One Water Report include to protect, enhance and sustain a healthy and resilient coldwater stream ecosystem; maintain and improve water quality and quantity to sustainably meet the needs of the human community; integrate and coordinate management for sustainability, economic growth, recreation and quality of life; and
8. **WHEREAS**, the Phase 2 One Water Report is not an effort to change local governance but to coordinate management and leadership; and
9. **WHEREAS**, the Phase 2 One Water Report set forth planning and implementation efforts that will recognize local commitment and contribution; and
10. **WHEREAS** endorsement of the Phase 2 One Water Report in no way obligates (insert Municipality name) to participate in or financially support any particular project or program undertaken as part of the One Water planning effort; and
11. **WHEREAS** (insert Municipality name) may at any time choose to withdraw support of the One Water planning process as (insert Municipality name) may deem to be in their best interest.

BE IT RESOLVED that (insert Municipality name) supports the Spring Creek Watershed Commission's Phase 2 One Water Report for Integrated Management and Leadership Report.

AND BE IT FINALLY RESOLVED, that (insert Municipality name) supports the Spring Creek Watershed proceeding forward with a Phase 3 of the One Water project with a goal of creating a Spring Creek Watershed Plan.

Signed:

Date:

Title:

CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite 3

State College, PA 16801

Phone: (814) 231-3077 • Fax: (814) 231-3083 • E-Mail: jsteff@crcog.net

SOLAR POWER PURCHASE AGREEMENT WORKING GROUP

Centre Region Council of Governments, General Forum Room

November 27, 2019

9:00 AM

AGENDA

1. CALL TO ORDER

Mr. Buckland will convene the meeting.

2. PUBLIC COMMENT

Members of the public are invited to comment on any items not already on the agenda (five minute per person time limit, please). Comments relating to specific items on the agenda should be deferred until that point in the meeting.

3. APPROVAL OF MINUTES

A copy of the minutes of the September 25, 2019 Solar Power Purchase Agreement (SPPA) Working Group meeting is **enclosed**.

4. TIMELINE AND PROCESS FOR THE SPPA WORKING GROUP

Enclosed is a Gantt Chart to identify the timeline for the SPPA Working Group to tentatively follow. The timeline is also explained below:

- December 18 – SPPA Working Group approves the draft Request For Qualifications (RFQ) for an Energy Services Consultant
- December 18 – SPPA Working Group approves the draft Intergovernmental Cost Sharing Agreement and refers it to municipalities for adoption prior to the January 29 meeting.
- January 6-10 – Advertise and send RFQ to interested Energy Services Consultants
- January 29 – SPPA Working Group receives approval from all participating entities in regards to the Intergovernmental Agreement. Expenditures will be able to commence when this agreement is approved.
- December-February – SPPA micro group develops a Request For Proposals (RFP) for the energy services consultant. This RFP process for Energy Services Consultants precedes, and is distinct from, the RFP for the SPPA which will occur later in 2020.
- February 7 – SPPA micro group receives proposals from Energy Service Consultant RFQ
- February 7-26 – SPPA micro group reviews proposals to the RFQ and recommends to the SPPA Working Group the consultants qualified for the energy services consultant RFP.
- February 26 – SPPA Working Group selects the qualified energy services consultants.

- February 26 – SPPA Working Group approves the energy services RFP
- February 26-April 22 – SPPA micro group vets the consultants based on the RFP details and makes recommendation to the SPPA Working Group for the consultant selection
- April 22 – SPPA Working Group recommends consultant and RFP for the energy services consultant and refers it to municipalities for adoption prior to the May 27 meeting.
- May 27 – Issue letter of contract award to the selected energy consultant firm.
- June 1, 2010 and beyond – Begin the Request For Information (RFI) and/or the Request For Proposals (RFP) process(es) for the Solar Power Purchase Agreement.

Members of the SPPA Working Group should share this timeline with their respective governing bodies to ensure there is an understanding of the path forward. In addition, based on prior projects, at this time it is anticipated that the earliest time that the SPPA will be completed is in the summer of 2021. Please renew/adjust your current electricity contracts accordingly.

5. ADMISSION OF ENTITIES TO THE SPPA WORKING GROUP

Over the past two months multiple entities have expressed an interest to join the SPPA Working Group, which includes the Centre Area Transit Authority (CATA), the Centre County Housing Authority (CCHA), and the Centre Hall Potter Sewer Authority (CHPSA). These additional members constitute an increase of participating entities from 12 to 15 and voting members from 13 to 16.

The SPPA Working Group should formalize the admission of these entities in the Working Group. A potential motion would be:

“That the SPPA Working Group agrees to approve CATA, CCHA, and CHPSA as voting members in the SPPA Working Group, effective immediately.”

6. 2018 ELECTRICITY USAGE AT THE CENTRE COUNTY CORRECTIONAL FACILITY

The electricity usage schedule for agenda item #7 below includes two separate schedules, one with the County’s usage including the Correctional Facility and one with the County’s usage excluding the Correctional Facility.

Over the past month the County has been in contact with members of the Working Group about whether the Correctional Facility’s usage should be included in the cost sharing allocation. The discussion developed around the County already incurring costs associated with the development and implementation of a solar array on site to generate 100% of the Correctional Facility’s power.

After considering the County’s investment in solar already for the Correctional Facility and the fact that the Correctional Facility’s power will not be included in the SPPA, the Chair and Vice-Chair recommend excluding the Correctional Facility’s usage from the 2018 electricity cost allocation for the RFQ process.

The SPPA Working Group should discuss this and form a consensus opinion.

7. 2018 ELECTRICITY USAGE

At a previous meeting the SPPA Working Group decided that the costs associated with the Request For Qualifications/Information/Proposal (RFQ/RFI/RFP) process would be distributed based upon 2018 electricity usage.

Mr. Viglione has updated the **enclosed** usage calculations (one including the County Correctional Facility and the other excluding it) which includes CATA, CHPSA, and CCHA electricity consumption.

8. FUTURE MEETINGS

The Chair and Vice Chair recommend adding a meeting on December 18th to approve the release of the RFQ and approval of the Intergovernmental Agreement with State College Area School District.

The Chair and Vice Chair also recommend delaying the January meeting from the 22nd to the 29th to allow more time for the individual entities to approve the Intergovernmental Agreement with the State College Area School District.

The Working Group should consider this request and endorse the proposed meeting dates.

9. OTHER BUSINESS

A. Matter of Record – **Enclosed** is a flyer for a special symposium about the future of solar energy being held on December 12, 2019 in the Berg Auditorium, 100 Life Sciences Building at Penn State University.

B. Matter of Record – Ms. Liz Compitello of the Delaware Valley Regional Planning Commission has reached out to COG Staff and provided very useful information and contacts to help us through our SPPA process. Ms. Compitello will hopefully be joining us remotely at our November 27th meeting.

C. Matter of Record – A draft copy of the Intergovernmental Agreement is **enclosed**. The SPPA Working Group should resolve their questions with their governing bodies between now and the December 18th meeting. To continue moving the process forward according to the above timeline the members should come to the December 18th meeting prepared to approve the agreement to take it back to their boards for municipal approval prior to the January 29, 2020 meeting.

D. Matter of Record – A draft copy of the RFQ and the micro group's meeting notes are **enclosed**. The SPPA Working Group should resolve their questions with their governing bodies between now and the December 18th meeting. To continue moving the process forward on the above timeline the members should come to the December 18th meeting prepared to approve the distribution of the RFQ.

10. ADJOURNMENT



**Manager's Report
December 2, 2019**

1. Provided with my report is the Centre Area Transportation Authority Annual Report for Fiscal Year 2018/2019.
2. A Municipal Manager's Committee meeting of the Chamber of Business and Industry of Centre County was held on November 20th to discuss plans for the upcoming 2020 Economic Development Summit. The event is tentatively being scheduled for Thursday, January 30th at 5:00 p.m., but invitations will be distributed when a date and location are finalized.
3. The Parks and Recreation Committee met on Tuesday, November 19th at 4:00 p.m. Topics discussed included the maintenance of the undeveloped area of Cecil Irvin Park, the Songbird Sanctuary Master Plan, and changes to the 2020 meeting schedule.
4. A meeting of the Steering Committee for the recruitment of the COG Executive Director was held on November 21st to review the recruitment process with the consultant, GovHR. Individual meetings were also held with various stakeholders and the consultant to begin the development of a candidate profile. The COG General Forum approved the advertisement of the position at the recommended salary scale.
5. The annual joint meeting of local government officials and the Centre County Association of Realtors was held on November 21st. Topics discussed included pending municipal regulations that may impact the housing market, housing affordability, and other real estate trends in Centre County.
6. Interior renovations continue to the Ferguson Township Administration Building. The police department has been the focus of much of the construction to date and the renovations are moving ahead on schedule.
7. A follow-up meeting with Penn State Athletics on the new traffic plan for home football games was held on November 25th. Generally, conditions have improved for most routes traversing to and from the stadium lots. Ferguson Township is generally unaffected by the modified traffic plan.
8. The Tom Tudek Memorial Park Trust met on November 27th by conference call to discuss the planned memorial for Bob & Elsie Tudek and approve the 2020 Tudek Park Budget. Kevin Abbey of Clearwater Conservancy was appointed as trustee to replace Barbara Fisher, who resigned from the Trust last year for personal reasons.



Driving Forward



FY 2018/19

ANNUAL REPORT

Centre Area Transportation Authority (CATA)

2081 W. Whitehall Road, State College, PA 16801

(814) 238-CATA(2282)

www.catabus.com

www.realtime.catabus.com

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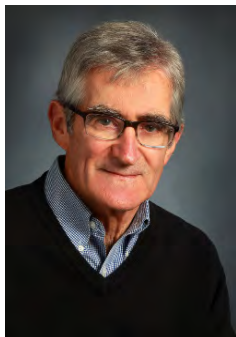
Board of Directors



John Spychalski
Chairman
Ferguson Township



Joseph L. Davidson
Vice-Chairman
College Township



Richard Kipp
Harris Township



Mark Parfitt
Patton Township



Kelly Felix
State College
Borough

A Message from the Chairman & General Manager

New and expanding applications of electronic technology are disrupting traditional business models for public transportation systems worldwide, including the Centre Area Transportation Authority (CATA). Simultaneously, CATA is being challenged to meet the changing service needs of a growing community. Doing so requires innovative actions, and CATA has always pursued them while also striving to make wise choices for the use of its funds.

Although a small urban transit system, CATA carries the third highest number of passengers yearly in the state. Also, CATA brings in the highest percentage of funds obtained through fares and contracts and has the lowest operating cost per passenger of any system in the state. But even with all of this, the CATA board and staff have recognized in the authority's strategic plan the need for identifying and implementing new ways for making the best use of available resources and maintaining the financial viability required for fulfilling mobility needs of the community.

Today, persons in our community want flexible options for reaching their destinations, and a fixed route bus system alone may not fill every need. To complete a journey, the passenger may need to access a bicycle or shared ride to reach a location supported by a strong backbone of public transportation service. Those connecting services need to be integrated and seamless, both operationally in terms of service timings and for ease of trip planning and purchase of service.

CATA's initial in-progress steps toward fulfillment of such heightened customer wants and needs include the Mobile Ticketing Pilot Program and the microtransit alternative service pilot project described on pages 5 and 7 of this year's annual report.

The report also highlights the wider range of accomplishments achieved in 2018/2019, and initiatives planned and in progress going forward into 2010 and 2011. All reflect actions based on the five core themes of CATA's strategic plan detailed on page 9.

Overall, 2018/2019 stands as a fiscal year of significant progress, marked by completion of a major facilities improvement project, replacement of buses and other essential equipment, key personnel recruitment and appointment initiatives, and strengthening of customer service, balanced by steps to use existing resources most effectively.

On behalf of the CATA board and staff, thanks to all within and outside CATA for continued support of CATA's service mission.



Dr. John Spychalski
Board Chairman



Louwana Oliva
General Manager

A handwritten signature in dark ink that reads "John C. Spychalski".

Dr. John Spychalski
Board Chairman

A handwritten signature in dark ink that reads "Louwana S. Oliva".

Louwana Oliva
General Manager



FY 2018/2019 Year in Review

Throughout the 2018/2019 fiscal year, CATA's board of directors and staff have driven the authority into the future, building on existing successes and positioning it for future success. What follows are a few of the numerous accomplishments and activities undertaken over the past twelve months.

Construction Project

In the fall of 2014, CATA embarked on a \$42 million construction project that has resulted in a major renovation and expansion of its 2081 W. Whitehall Road campus, which serves as the authority's operational and administrative headquarters. The project, funded by a combination of federal, state and local monies, resulted from CATA having outgrown its existing facility by approximately 40 percent.



Built in three phases and within the footprint of the of the authority's existing facility, the new campus consists of two main structures. One building includes an employee parking garage, dispatch workspace and driver break room, and under-roof bus and service vehicle storage with enough space to house nearly one hundred buses. The second building, dedicated last year and named after long-time CATA Board Chairman Dr. John C. Spychalski, includes state-of-the-art maintenance and parts inventory facilities, administrative offices, and training facilities.

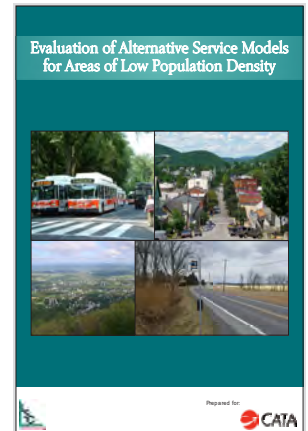


Throughout this fiscal year, the construction project continued, resulting in the completion of the bus storage building and the incorporation of curbing, landscaping, fences and gates, bus pull-offs, and a de-icing system. Full occupancy for the facility was granted just after the fiscal year closed.

Low-Density Service Study

CATA staff embarked on a study to identify and evaluate service alternatives for areas of low population density – services such as **CATABUS** service areas served by commuter routes that operate a limited number of trips each weekday. The study investigated alternative service methods in use across the country, as well as the pros and cons of each as they relate to looking at CATA's low density service areas and made recommendations for these routes.

As resources for operating funding and fleet replacement tighten, CATA staff are sometimes required to make tough recommendations on where those precious resources will be focused. The study prompted CATA to make a number of service changes that will take effect in FY 2019/20.



During the study period, CATA was approached by a company called TransLoc to be one of 40 cities across the country to take part in a pilot project to operate a new type of transit service called microtransit. Microtransit is a shared ride service operated by a transit system that uses technology to assist in the same day scheduling of curb to curb service within geofenced areas. The service, using minibuses, tries to more closely match demand with vehicles in the most efficient manner possible and can connect passengers with more frequent public transportation services in a region.

While many of the pilot cities are using microtransit to extend transit services into new areas, CATA has decided to test the service in an area where existing fixed route service is ineffective and costly due to the level of population density in the area. CATA chose Bellefonte as its first test community because there are trip generators like county government services and restaurants and recreation areas within the community, as well as reason for residents to travel outside the community to the university of other areas in the Centre region, and based on a more urban street structure and design within the Microtransit zone.

CATA plans to have two pilot phases with continued monitoring of costs and ridership trends through each. During the first phase, all existing fixed route service will remain in place. If deemed successful, a second pilot phase will scale back or possibly eliminate fixed route service. Microtransit is scheduled to begin in Bellefonte in January of 2020.

Evaluation of Employee Benefit Programs

With the rising cost of healthcare insurance on both the employee and the agency, CATA embarked on a study of alternatives that could offer employees more healthcare options at a lower out-of-pocket cost but could also give the agency some relief from rising premiums.

After surveying employees on their needs, likes and dislikes about CATA's current healthcare plan, CATA offered employees an additional choice of a high deductible plan. Nearly 80 percent of the employees chose the high deductible plan during open enrollment, and subsequent employee surveys have shown that employees are satisfied with the new option. CATA hopes to see that the experience from the new plan may lead to smaller increases in premiums to the agency as well.

Recruitment, Succession and Personnel

Over the past year, succession planning has continued to play a vital role in the preparing for future operations as a number of CATA's administrative staff plan for their retirements. Specifically, Lyssa Cromell was named the Executive Assistant/Board Liaison to replace Marsha Kyper who retired in July of this year; Sam Faulds was named Facilities Supervisor in preparation for the retirement of Bob Reska in December of this year; and, Christopher Jordan was named Director of Service Planning & Community Engagement to replace L. Eric Bernier on his retirement in March of 2020. Operations Supervisor Derek Sherman was tapped for a stretch position to develop a pilot to introduce microtransit services in the Bellefonte area as a result of the low density service study mentioned previously; this opportunity gave Mr. Sherman the opportunity to build a team, develop processes and marketing materials, take part in recruitment and selection of employees, and will result in a January 2020 kick-off of the service as a pilot project for evaluation of future use. Additionally, CATA was pleased to welcome Bruce Donovan as its new Director of Finance, and Seth Cooke as its first Data Analyst.

Several bus operators were chosen to participate in service planning processes, safety committee activities, and driver training responsibilities. In maintenance, the reduced service months of summer were used as a training opportunity to team more experienced maintenance technicians with other maintenance employees who wish to promote into these positions in the future.

With unemployment levels at an all-time low, CATA has begun experimenting with several new recruitment methods including an on-site employment fair, sign-on bonuses for critical positions and employee referral awards for referred candidates who are chosen for employment and for those employees who subsequently make it through the new employee probationary period.

Community Input and Service Changes



Each fall, CATA holds community input meetings for both its **CATABUS** and **CATARIDE** services, and this year was no exception. As staff recognizes the importance of community and customer engagement in the service planning process, the comments received at these events, and in other formats throughout the year, along with ridership numbers, emerging trends, and available resources, are taken into consideration by the service planning team.

This year, a number of service changes took effect as a means of achieving further efficiencies relating to the use of the authority's scarce resources. Most significantly, the restructuring of the HP and M Routes resulted in a new HM (Nittany Mall/Toftrees) Route, HC express route in Toftrees, and a standalone P (Tussey Mountain) Route serving Boalsburg alongside the B Route. Lesser service changes focused mainly on modifying schedules and routings to best accommodate schedule adherence and transit demand.

Fleet Management

This year CATA took receipt of fifteen new 40-foot CNG-powered buses. CATA also purchased nine used CNG buses from the transit system CENTRO of Syracuse, New York. Over the last fiscal year, the maintenance staff worked to refurbish the used buses and plan to put eight of them into service in the fall of 2019. This brings CATA's fleet of fixed route buses to 76.

CATA also purchased two new **CATARIDE** vehicles and four new **CATACOMMUTE** replacement vans.

CATA also completed an articulated bus assessment study that provided guidance on how these vehicles might be most effectively used in service, and specifically evaluated the potential use of articulated buses within the CATA service area against current and projected future operations, maintenance practices, routing, bus and passenger amenities and community street structures. Based on the outcome of that study, with funding from PennDOT, CATA was able to place an order for five articulated buses with plans to expand that fleet to a total of 10 buses as funding becomes available. The first order of articulated buses is expected to arrive in the spring of 2020.

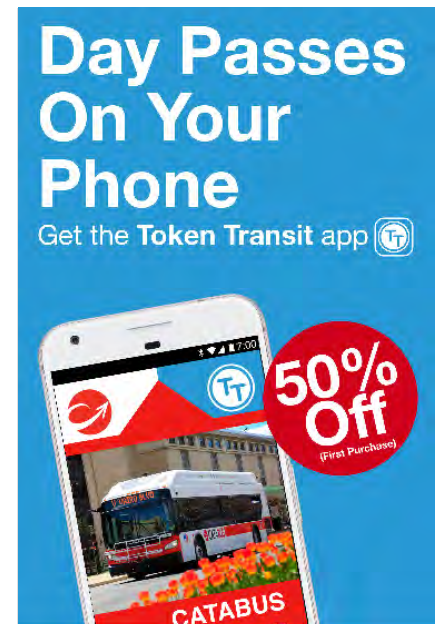


Mobile Ticketing Pilot Program Extension

In the fall of 2017, CATA partnered with Token Transit, a mobile ticketing application vendor in San Francisco, on a year-long pilot project to evaluate the demand for **CATABUS** day passes, the convenience of purchasing the passes using mobile ticketing technology, and CATA's ability to validate the passes onboard fleet vehicles.

The passes, valid for unlimited use on all **CATABUS** routes for any operating day, are only available for purchase with a credit card using the mobile app. Once purchased, the pass is activated by the rider on their smartphone and shown to the driver as payment for their fare.

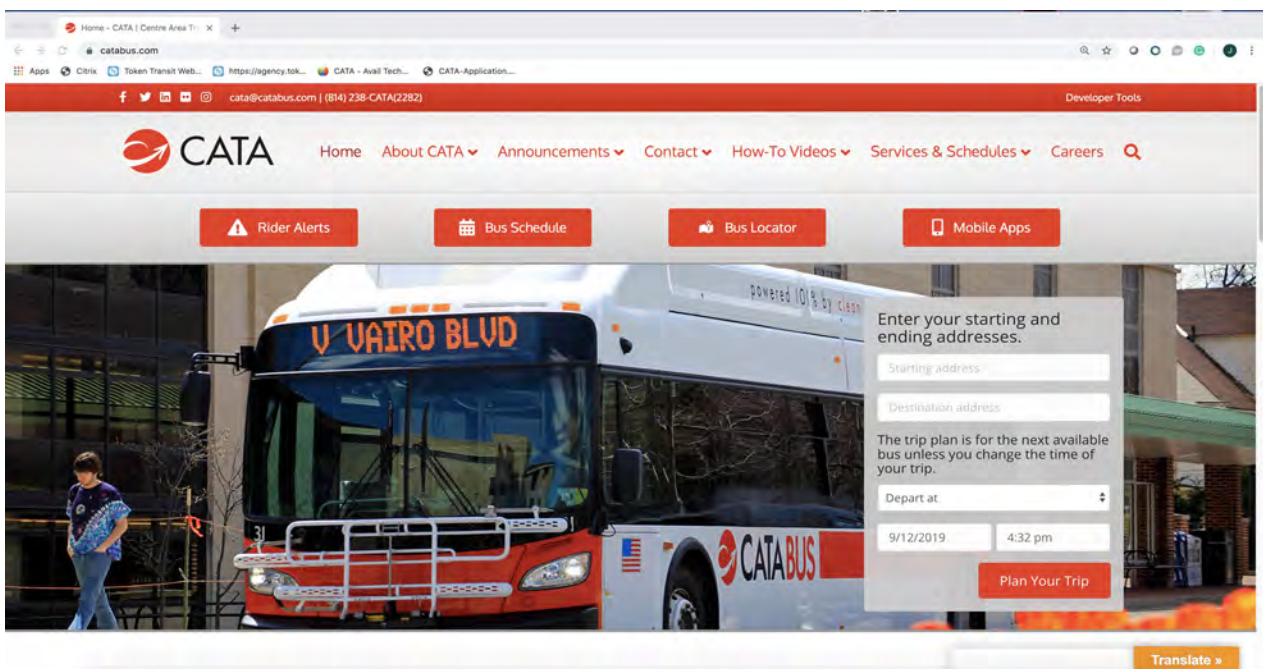
From the pilot's introduction through June 2019, more than 6,800 day passes were purchased by more than 2,500 unique riders, confirming the appeal of the pass. In the coming year, the pilot program will be extended with the incorporation of farebox validators on the fleet vehicles that will automatically validate the passes and collect a high level of ridership data which can be used in making future decisions on whether to expand mobile ticketing fare options.



Website Redevelopment

Last year, CATA contracted with website design firm 50 Marketing of Johnstown, and later ConnectThink of Indianapolis, to redevelop the www.catabus.com website into one that operates on a content management system (CMS) through WordPress. Previously, the website was managed using Adobe Dreamweaver, and maintained solely by the Director of Information Services. The move to WordPress allows for multiple contributors to access and modify pages, thus providing more efficiency and flexibility for staff.

The newly-designed site was launched in the early spring and features added rider benefits, including a front-page trip planner, enhanced rider alerts, and a more modern and mobile-responsive design.



Campus Bus Stop Signage

CATA staff worked this year with the Penn State Office of Transportation Services on the redesign and replacement of CATA's Campus and Community Service bus stops signs on campus.

The new design, with sleek new imaging and clear route notation, provides better continuance of Penn State signage branding.





CATA At a Glance

CATA Mission Statement

To deliver safe, reliable, accessible and affordable transportation, provided in a courteous and environmentally, fiscally and socially responsible manner.

CATA Strategic Plan

In 2016, CATA embarked on the first year of a 10-year strategic plan, resulting in five focus areas which will remain at the forefront of everything CATA's board and staff do.

- Address Growth Prudently
- Advance Technologically
- Plan for Succession
- Build Reserves
- Enhance the Use of Metrics



Customer Commitment

It is CATA's goal that every customer, whether they are a transit rider, an institutional partner, a member of the general public, or one of our own employees, is treated with care, respect, sensitivity and integrity, and we will do our best to be knowledgeable, professional, and courteous in meeting their needs and requests.



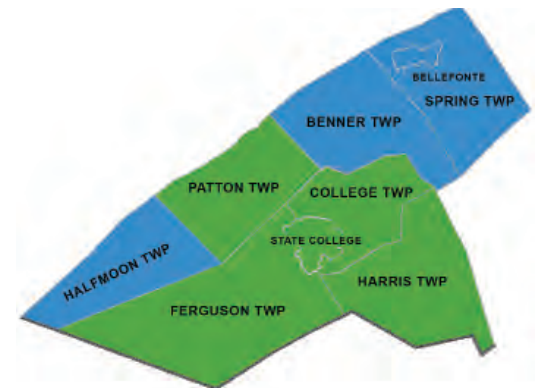
Service Area

The CATA service area includes the Authority's five member municipalities – State College Borough and College, Ferguson, Harris and Patton Townships – along with Bellefonte Borough and Benner, Halfmoon and Spring Townships, which contract with the authority for **CATABUS** and **CATARIDE** service.

CATA also serves the remainder of Centre County and approximately a dozen counties throughout Central Pennsylvania with its **CATACOMMUTE** program.

Service Area:
89 square miles

Population: Approx. 104,000



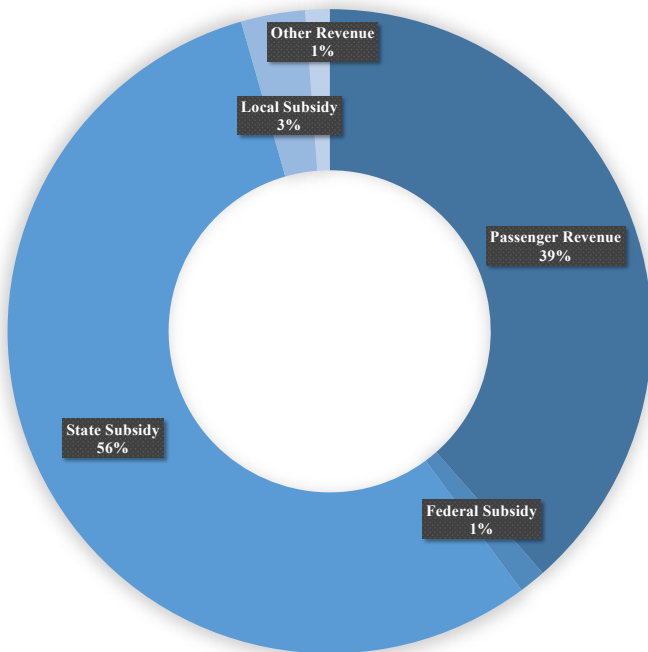
CATA is the third largest transit agency by ridership in Pennsylvania, behind only the Southeastern Pennsylvania Transportation Authority (SEPTA) in Philadelphia, and the Port Authority of Allegheny County (PAT) in Pittsburgh. Also, State College holds the distinction of being one of the most transit-intensive small communities in the country, meaning that the people in the State College and surrounding areas take more transit trips per capita than almost any other small urban area in the nation.



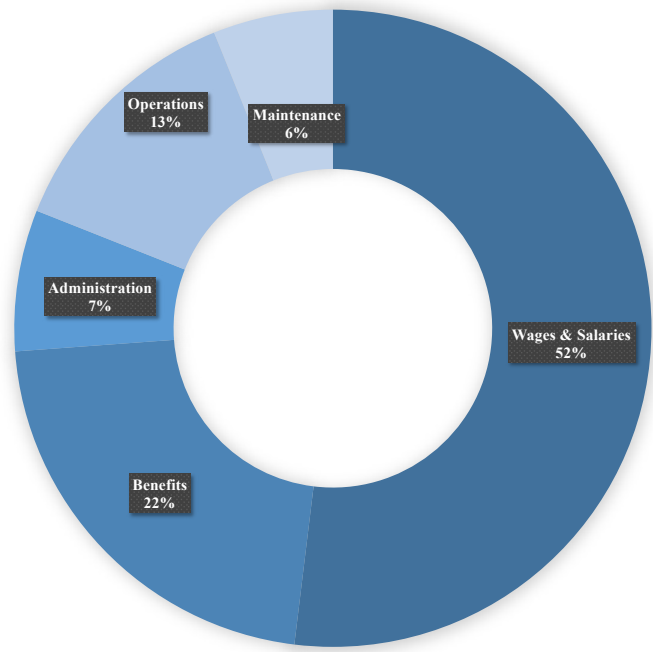
Services & Financials

CATA provides numerous transportation options to those living in and around the State College area – **CATABUS**, **CATARIDE**, and **CATACOMMUTE**. What follows is an overview of each service, alongside the associated financials for the 2018/19 fiscal year.

Total Operating Revenues: \$18,859,957



Total Operating Expenses: \$18,859,957





CATABUS is a fixed-route community bus system, consisting of twenty-four routes, connecting all participating municipalities with Downtown State College and the Penn State University Park Campus, complemented by four fare-free downtown/campus circulator Loop and cross-campus Link routes.

CATABUS Vehicle Fleet: 71

CATABUS Ridership

Total Ridership: 6,413,239

Average Monthly Ridership: 534,437

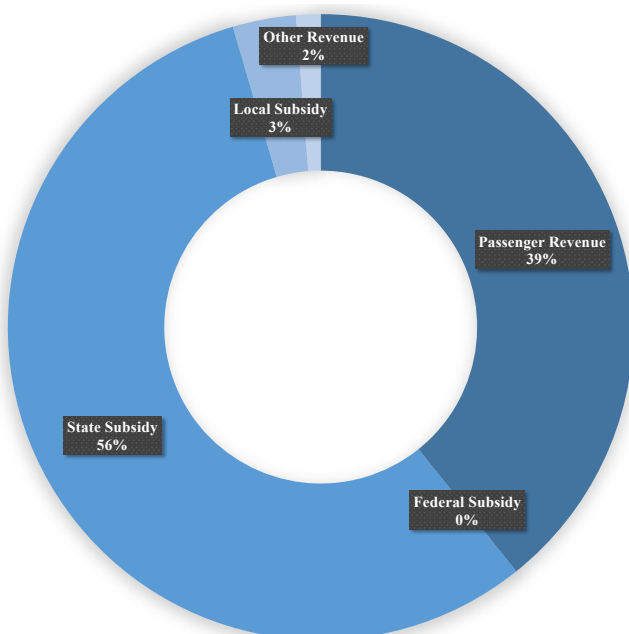
Average Weekday Ridership During the PSU School Year: 28,307

Total Revenue Miles: 1,855,308

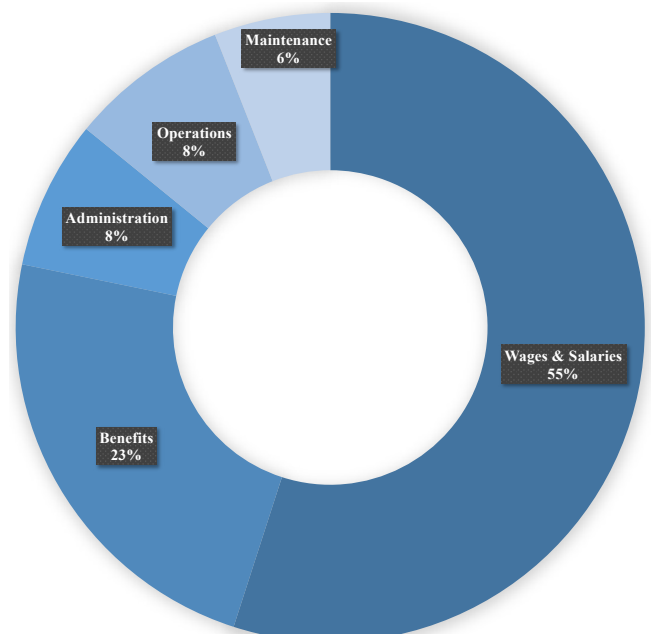
Total Revenue Hours: 152,682



CATABUS Operating Revenues: \$17,401,829



CATABUS Operating Expenses: \$17,363,193





CATARIDE, operated under contract with a private vendor, is a dial-a-ride service primarily for persons age 65 and over and persons whose disabilities prevent their use of the CATABUS system.

CATARIDE Vehicle Fleet: 6 paratransit vehicles

CATARIDE Ridership

Total Ridership: 30,126

Persons Age 65 and Over: 13,908

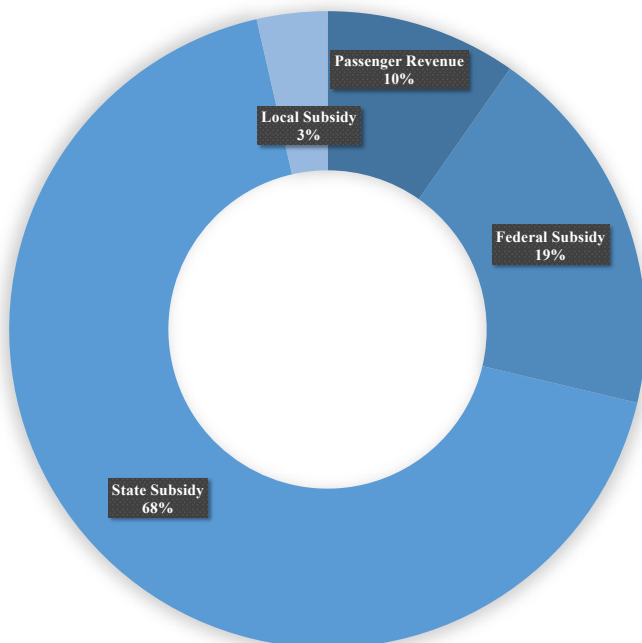
Persons with Disabilities (Under 65): 14,435

General Public: 17

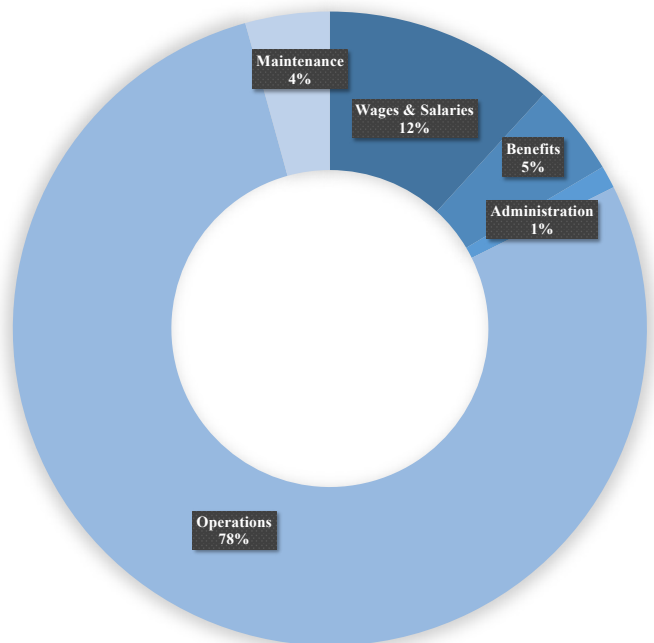
Others (PCAs, Companions & Free Zone): 1,856



CATARIDE Operating Revenues: \$996,943



CATARIDE Operating Expenses: \$996,943





CATACOMMUTE is a family of transportation services that includes carpool matching, vanpools, and the Emergency Ride Home program, all designed to meet the needs of long-distance commuters traveling into or out of the CATABUS service area.

CATACOMMUTE Vehicle Fleet: 38 vans

CATACOMMUTE Ridership

Total RideShare Participants: 2,873

Active Carpools: 64

Active Carpoolers: 171

Vanpool Program:

Total Vanpool Participants: 473

Number of Active Vanpools: 38

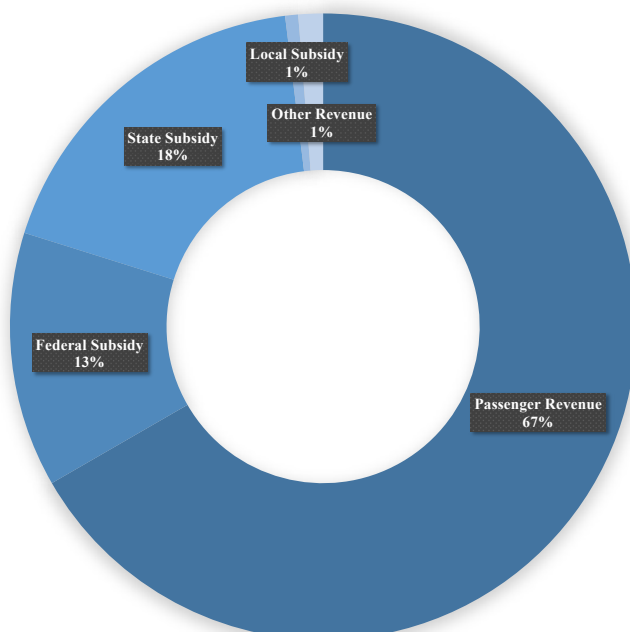
Average Daily Riders: 260

Total Vanpool Trips: 159,394

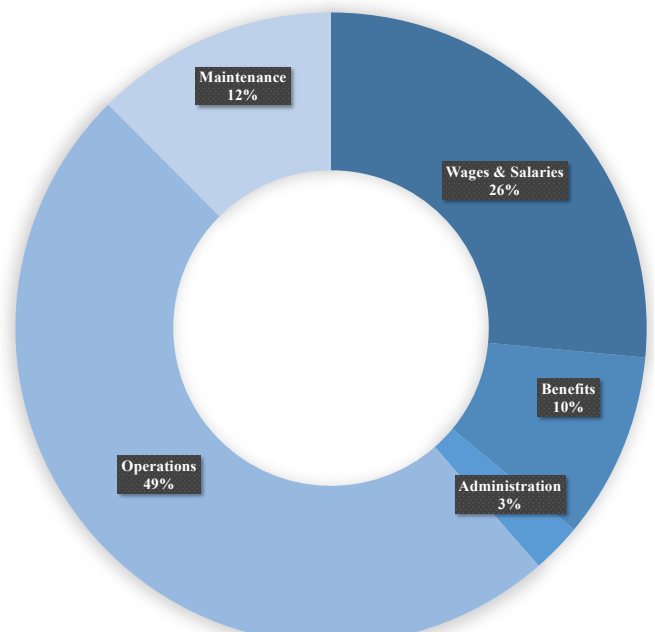
Total Emergency Ride Home Trips: 37



CATACOMMUTE Operating Revenues: \$499,929



CATACOMMUTE Operating Expenses: \$499,929





CATA Employees

Fulfillment of CATA's mission is dependent upon CATA's bus operators, maintenance staff and management team, who work together to provide the best public transportation service possible.

CATA Employees

Total Employees: 195

Bus Operators: 127

Maintenance: 25

Managerial/Supervisory: 26

Administrative support: 17



CATA Directors

Louwana Oliva, General Manager

Kimberly Fragola, Assistant General Manager
for Operations

L. Eric Bernier, Director of Information Services

Chris Jordan, Director of Service Planning
and Community Engagement

Bruce Donovan, Director of Finance

Liz Pierce, Director of Human Resources



Driving Forward



Employee Retirements

Steve Cohen, Bus Operator, 42 years

Bill Baer, Bus Operator, 41 years

Freeman Crater, Bus Operator, 32 years

Jim Chiaverini, Bus Operator, 18 years

Jack Honetor, Bus Operator, 13 years

Milestone Employment Anniversaries

30 years:

Jeff Barto, Mechanic

Mark Kutzer, Maintenance Manager

20 years:

Ray Bartges, Bus Operator

Percy Hagenbuch, Bus Operator

Steve Hagenbuch, Bus Operator

Kathleen Sheaffer, Bus Operator

Rich Lyon, Bus Operator

Keith Green, Bus Operator

Marc Hackenberry, Bus Operator



15 years:

Terri Quici, Commuter Services
Manager

10 years:

Andrey Berezchnoy, Bus Operator

Scott Forshey, Bus Operator

Brian Hockenberry, Bus Operator

Marsha Kyper, Executive Assistant/
Board Liaison

Eugene Noll, Bus Operator

Kim Rearick, Bus Operator

Kim Rudy, Bus Operator

Chris Zimmerman, Fueler

5 years:

John Brown, Bus Operator

Jared Kocet, Bus Operator

Joanne Bumbarger, Bus Operator

Kyle Clymire, Mechanic

Dana Cox, Bus Operator

Larry Eisenhuth, Mechanic

Dann Gerasenko, Human Resources
Specialist

Ed Hartley, Bus Operator

Heidi Hartley, Bus Operator

Aleksandr Kachkovskiy, Bus Operator

Donny Lynch, Systems Administrator

Kelly Saylor, Customer Service Specialist

Drew Smith, Bus Operator

Sharma Soumen, Bus Operator

Lloyd Walker, Bus Operator

Centre Area Transportation Authority (CATA)

2081 W. Whitehall Road, State College, PA 16801

(814) 238-CATA(2282)

www.catabus.com

www.realtime.catabus.com



TOWNSHIP OF FERGUSON

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Public Works Director's Report to the Board of Supervisors for the regular meeting on December 2, 2019

1. **Renovations to Township Administration Building:** Renovation work is underway in the Police Department. Job progress meetings are held every 2 weeks.
2. **Proposed Public Works Maintenance Facility–** Notice of awards were sent to all building contractors. Awaiting submission of proof of insurance, bonds, signed contracts. A pre-construction meeting will be held in the future with the architect and contractors. A RFP for construction management services was solicited. Proposals are due December 13, 2019.
3. **Stormwater Fee Study Phase 2** –The seventh meeting of the Stormwater Advisory Committee for phase 2 of the study met on October 23rd. Staff met with the consultant on November 7th to review the cost of service, better define service areas, scope of service, period of cost distribution, and effect on anticipated fee structure. A final fee structure was not proposed to the SAC. The SAC has requested 2 additional meetings (2020) to finalize this phase of the study.
4. **Arborist and Ferguson Township Tree Commission** – The FTTC completed a draft tree preservation ordinance. The Planning and Zoning Director will take the lead to coordinate and shepherd the ordinance through the review and approval process with the Planning Commission, Tree Commission, staff, and the Board. The FTTC is interested in improving and taking an active role in public education and developing podcasts. The FTTC does not meet in December.
5. **Maintenance Section:** Leaf collection continues until December 13th as long as the need exists and winter operations or freezing conditions do not hinder pickup. The crew did get called out on November 23, 2019 to plow and salt roads.
6. **Engineering Section:** Engineering staff started survey and design work for planned 2020 capital road projects.
7. **Contract 2018-C20 Park Hills Drainageway Design:** This project is currently in design. Staff and the consultant team walked the channel on November 25, 2019 to identify impacts. Some channel realignment and grading suggestions were discussed to lessen impacts to trees. Design work will continue over the winter months. The arborist will walk the channel again after the suggested changes are made to better identify impacts to individual trees.
8. **Contract 2019-C5 Pipe video assessment:** Work is complete.

9. **Contract 2019-C20 Science Park Road and Sandy Drive (north) Traffic Signal Design and Permitting:** [The traffic signal warrant analysis is in process by Stahl Sheaffer Engineering.](#)
10. **Rushcliffe Street Study:** [This topic is an action item on the regular agenda.](#)



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PLANNING & ZONING DIRECTOR'S REPORT

Monday, December 2, 2019

PLANNING COMMISSION

Planning Commission will be meeting December 3, 2019 and will be reviewing Whitehall Road Regional Park, Bylaws and Meeting Procedures, 2020 Meeting Calendar, and the 2020 Work Program.

LAND DEVELOPMENT PLANS AND OTHER PROJECTS

1. Active Plans are listed below for the Board of Supervisors (10/15/19).
 - **West Cherry Lane Multi Use Building** (114 W. Cherry Lane | 24-015-,038-,0000)
 - **Watkins Subdivision** (550 Bloomsdorf Drive | 24-017-,012-,0000)
 - **Whitehall Road Regional Park** (intersection of Blue Course Drive and Whitehall Road)
 - **Harner Farm Subdivision Plan** (24-4-67 and replot 24-4-67C)
 - **Whitehall Road Sheetz** (24-4-67 and replot 24-4-67C)
2. PZ Director attended the Tree Commission meeting, held on November 18.
3. PZ Director attended the CCAR Municipality & County Breakfast/Roundtable.
4. PZ Director attended the Management Retreat at Bald Eagle State Park.

UPCOMING ZONING HEARING BOARD DECISIONS

1. The Zoning Hearing Board will be meeting December 17, 2019 to review a variance request for a property at 812 Science Park Road (R-1—Single Family Residential Zoning District). The applicant is requesting a variance to Section 27-204 Home Occupation. The accessory building is being classified as an "auxiliary building" and not a part of the residential dwelling. The variance would be to allow the use of the free-standing accessory building for home occupation and recognize it as part of the earth-berm dwelling as originally intended and constructed.