



**TUESDAY, JUNE 13, 2023 – 7:00 P.M.**

Richard Mathews, Council President, presiding  
Pledge of Allegiance  
Roll Call

**REGULAR MEETING**

**1. Approval of Minutes: May 9, 2023 Regular Meeting**

**2. Open to the public**

- a. Citizens wishing to comment will be recognized in the Order of their listing on the Appearance Sheet and are asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
- b. Correspondence from J. Collins

**3. Ordinances and Resolutions**

- a. Resolution #9-2023: Commending Patrolman Seth Reed
- b. Resolution #10-2023: Temporary Burn Ban
- c. Ordinance #3-2023: Chapter 27 Amendment: Regarding Trailers

**4. Mayor's Report – R. Harris**

- a. Police Report
- b. Around Town
- c. Upcoming Events & Meetings of Interest
- d. In Requiem

**5. Fire/EMS/EMA Report**

**6. Committee Reports**

- a. Planning Commission

**7. Administrative Business – Borough Manager**

- a. Treasurer's Report – May 2023
- b. East Wind/Valley Trails Project
- c. Comcast Franchise Agreement
- d. Sewer Treatment Plant Bid Packet – Request to Advertise

**8. Unfinished Business**

- a. Grant Funding Updates

**9. New Business**

**10. Open to the public**

- a. Citizens wishing to comment will be asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.

**11. Adjournment**

## APPROVAL of MINUTES

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# PUBLIC COMMENT

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**David A. Hazlett**

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**From:** Joseph Collins <jg667x@gmail.com>  
**Sent:** Tuesday, May 30, 2023 10:07 AM  
**To:** David A. Hazlett  
**Subject:** Re: [Carroll Valley, PA] 6 Fir Trail - fairfield, PA (Sent by Joseph Collins, jg667x@gmail.com)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Hazlett,

I would be fine with going through with a public auction for that property. Please let me know what you need from me to move forward.

Kind regards

Joseph Collins

On Tue, May 30, 2023 at 10:01 AM David A. Hazlett <[manager@carrollvalley.org](mailto:manager@carrollvalley.org)> wrote:

There would be an opportunity, but for the Borough to sell the land, we would need to do so at a public auction. The reserve price on an auction such as that is based on a certified appraisal plus the cost to have the appraisal.

So, if the idea of competing with others for the high bid on the property next door doesn't frighten you away, let me know, and we can discuss the next steps.



Dave Hazlett

Borough Manager

Carroll Valley Borough



**From:** Contact form at Carroll Valley, PA <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Tuesday, May 30, 2023 7:04 AM

To: David A. Hazlett <[manager@carrollvalley.org](mailto:manager@carrollvalley.org)>

Subject: [Carroll Valley, PA] 6 Fir Trail - fairfield, PA (Sent by Joseph Collins, [jg667x@gmail.com](mailto:jg667x@gmail.com))

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello dhazlett,

Joseph Collins ([jg667x@gmail.com](mailto:jg667x@gmail.com)) has sent you a message via your contact form (<https://www.carrollvalley.org/user/213/contact>) at Carroll Valley, PA.

If you don't want to receive such e-mails, you can change your settings at <https://www.carrollvalley.org/user/213/edit>.

Message:

Good Morning Mr. Hazlett,

I recently purchased number 4 Fir Trail and it is my understanding that the neighboring property, 6 Fir Trail, is owned by Carrol Valley Borough. I was informed upon the purchase of 4 Fir trail that there may be an opportunity to purchase 6 Fir trail from Carrol Valley Borough.

Can you please let me know if the borough is willing to sell 6 Fir Trail? If so, what would be the cost? Additionally, is there any special process that I must go through to purchase this piece of property?

Kind Regards,

Joseph Collins

# ORDINANCES and RESOLUTIONS

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**BOROUGH OF CARROLL VALLEY  
ADAMS COUNTY, PENNSYLVANIA**

**RESOLUTION # 9-2023**

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF CARROLL VALLEY, ADAMS  
COUNTY, PENNSYLVANIA AUTHORIZING THE PRESENTATION OF A LIFE SAVING AWARD  
TO A POLICE OFFICER OF THE BOROUGH**

**WHEREAS**, 15 May 2023, Carroll Valley Borough Police Patrolman Seth Reed was performing routine patrol in an alley behind 25 E Main Street, Fairfield Borough in Adams County;

**WHEREAS**, Patrolman Seth Reed found an unconscious male lying next to a lawn mower in the parking lot of Monahan's Funeral Home, and;

**WHEREAS**, with the quick actions, Patrolman Seth Reed quickly had dispatch call for an ambulance to the scene while Reed provided first aid to the male who was unable to communicate to Officer Reed; and;

**WHEREAS**, after assisting Adams Regional EMS the patient was transported to the hospital, Officer Reed was able to locate where the unconscious male resided and made contact with the patient's wife to go to the hospital; and;

**WHEREAS**, Patrolman Reed secured the patient's personal property, tractor, and secured his garage; and;

**WHEREAS**, the patient Wellington Carter, who was transported to the hospital and treated for a medical emergency, later explained he was laying there for over an hour alone and without assistance and was extremely grateful that Patrolman Seth Reed found him when he did;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Carroll Valley, Adams County, Pennsylvania, that Patrolman Seth Reed is hereby awarded Life Saving Award for outstanding performance and prompt action in the saving of a human life. The distinctive accomplishment of this Police Officer reflects great credit upon himself, the Carroll Valley Police Department, and the Borough of Carroll Valley.

Upon roll call vote, the above Resolution was unanimously adopted by the members of the Borough Council of the Borough of Carroll Valley, at a duly called and convened meeting of the said Borough Council.

ATTEST:

BOROUGH OF CARROLL VALLEY

\_\_\_\_\_  
Gayle Marthers, Borough Secretary  
(SEAL)

By: \_\_\_\_\_  
Richard Mathews, President

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Ronald J. Harris, Mayor



**BOROUGH OF CARROLL VALLEY  
ADAMS COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10-2023**

**A RESOLUTION OF THE BOROUGH COUNCIL OF CARROLL VALLEY BOROUGH, ADAMS COUNTY, PENNSYLVANIA, DOES HEREBY ESTABLISH A TEMPORARY 30-DAY BOROUGH-WIDE BAN ON ANY AND ALL OPEN BURNING.**

**WHEREAS**, the Borough Council is responsible for providing for the health, safety, and welfare of the people of Carroll Valley Borough; and

**WHEREAS**, because of record low stream levels, very low groundwater levels, drier than normal temperatures, with no significant rainfall being forecast, and low nominal rainfall over recent weeks, thereby keeping the wildfire potential very high throughout Carroll Valley Borough; and

**WHEREAS**, the fire chief of the Fairfield Fire Company has expressed concern that this fire potential poses a serious and imminent threat to the life and property within Carroll Valley Borough; and

**WHEREAS**, emergency measures are required to reduce the severity of this danger in order to protect the health, safety, welfare, and property of the residents of Carroll Valley Borough.

**NOW, THEREFORE BE IT RESOLVED**, we, the Carroll Valley Borough Council, pursuant to the provisions of the Commonwealth of Pennsylvania Borough Code - Act 581 of 1965, as amended, do hereby establish a temporary 30-day Borough-wide ban on any and all open burning. This burn ban shall supersede any municipal ordinance to the contrary.

Open burning is hereby defined as the outdoor burning of any materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. For the purpose of this resolution, open burning shall include burn barrels, campfire rings, chimeneas, and other similar vessels.

The ban shall continue for 30 days from the effective date set unless terminated earlier. This ban will be reviewed periodically during the 30-day effective period to determine whether weather conditions are such that it can be terminated prior to the date set forth herein. The Carroll Valley Borough Council hereby grants authority to the Borough Manager to rescind this resolution upon the recommendation of the Fire Chief.

**DULY ADOPTED**, pursuant to the authority granted to the Borough Council of the Borough of Carroll Valley under the laws of the Commonwealth of Pennsylvania in lawful session duly assembled on the 13<sup>th</sup> day of June 2023.

**ATTEST:**

**BOROUGH OF CARROLL VALLEY**

\_\_\_\_\_  
Gayle Marthers, Borough Secretary

By: \_\_\_\_\_  
Richard Mathews, President

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

By: \_\_\_\_\_  
Ronald J. Harris, Mayor

CARROLL VALLEY BOROUGH  
ADAMS COUNTY, PENNSYLVANIA

Ordinance No. 3-2023

AN ORDINANCE OF THE BOROUGH OF CARROLL VALLEY AMENDING CHAPTER 27 OF THE BOROUGH OF CARROLL VALLEY CODE OF ORDINANCES TO: MODIFY REGULATIONS PERTAINING TO PARKING AND HOME-BASED BUSINESSES; REAFFIRM CHAPTER 27 AS AMENDED; AND SET FORTH AN EFFECTIVE DATE.

The Borough of Carroll Valley hereby ordains:

**SECTION 1. AMENDMENT TO CHAPTER 27 OF THE BOROUGH OF CARROLL VALLEY CODE OF ORDINANCES.**

The Borough of Carroll Valley Code of Ordinances (hereinafter "Code of Ordinances:), Chapter 27 "Carroll Valley Borough Zoning Ordinance", is hereby amended, with all material to be deleted indicated with ~~strikethroughs~~, and all material to be added indicated with underlining as follows:

***II. §201; "Definitions" is hereby amended as follows:***

BOAT - any water vessel designed to carry persons and/or property upon water, propelled by engine, oars or sail.

HARD SURFACE - asphalt, concrete, or compacted crushed stone or gravel, granular material or aggregate with an asphaltic or cement binder having a minimum overall depth of 6 inches, or any other permanent type of surfacing which prevents the raising of dust or loose particles, or the infiltration of contaminants into the groundwater.

NO-IMPACT HOME-BASED BUSINESS – A business or commercial activity administered or conducted as an accessory use which is clearly secondary to and within the ~~use as a~~ residential dwelling and which involves (i) no customer, client, or patient traffic, whether vehicular or pedestrian, (ii) no pickup, delivery or removal functions to or from the premises, (iii) and/or no storage or staging of commercial products, materials, or equipment, in excess of those normally associated with the residential use.

RECREATIONAL VEHICLE - a vehicular-type unit primarily designed for recreational camping or travel use with its own motive power, commonly referred to as RV's, Recreational Vehicles, and motor homes.

TRAILER - any vehicles or devices manufactured, designed, marketed, or used to be coupled to or drawn by a **licensed and registered** motor vehicle.

TRAVEL TRAILER – any vehicles or devices manufactured, designed, marketed, or used to be coupled to or drawn by a motor vehicle, intended primarily for recreational camping or travel use. These units include travel, fifth-wheel, folding, and truck camping trailers.

***XIV. §1415.C; "Unenclosed Storage and/or Parking" is hereby amended as follows:***

2. Travel trailers, boats, and trailers may be parked on a property in accordance with the following requirements:

- a. The storage of ~~three (3) one (1)~~ such vehicles shall be permitted. Such vehicle(s) is permitted to be parked in any yard as long as no portion of the vehicle (including tongue) is located within any public right-of-way, on or above any public sidewalk or easement, or within the building setback distances as specified for accessory structures in the respective zoning district where the subject property is located, a distance of five (5) feet from adjoining property lines.
- b. The storage of a ~~second~~ fourth travel trailer, boat, or trailer vehicle shall be permitted if the gross lot size is equal to or greater than two (2) acres, as derived from a recorded deed and/ or recorded subdivision plan. The additional vehicle shall be permitted ~~only in the side/rear~~ any yard, and no portion of the vehicle (including tongue) shall be located within any public right-of-way, on or above any public sidewalk or easement, or within a distance of five (5) feet from an adjoining property.
- c. All areas used for storage shall be maintained so as to keep vegetation properly trimmed and debris or litter disposed of regularly. Storage of such vehicle shall not exempt the property owner from any property maintenance requirement of this Ordinance or any other Borough ordinance.
- d. All vehicles shall maintain valid registration and inspection and prevent the leakage of fuels and/or lubricants into the ground.

**SECTION 2. REPEALER.**

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as same affects this Ordinance.

**SECTION 3. SEVERABILITY.**

In any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Carroll Valley Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall become effective upon the earliest date provided by law.

ORDAINED AND ENACTED as an Ordinance of the Borough of Carroll Valley this \_\_\_ day of \_\_\_\_\_ 2023.

**BOROUGH OF CARROLL VALLEY,  
ADAMS COUNTY, PENNSYLVANIA**

**ATTEST:**

\_\_\_\_\_  
Richard Mathews, Council President

\_\_\_\_\_  
Gayle R. Marthers, Borough Secretary

\_\_\_\_\_  
Ronald J. Harris, Mayor

**From:** Chris Warden <[war9661@hotmail.com](mailto:war9661@hotmail.com)>  
**Sent:** Tuesday, May 9, 2023 8:14 PM  
**To:** David A. Hazlett <[manager@carrollvalley.org](mailto:manager@carrollvalley.org)>  
**Subject:** Trailer ordinance

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Well Dave, I thought you had a very reasonable offer on this ordinance but, per the usual, it seems Mr. Matthews railroads reasonable ideas. None of the arguments on trailer limits dealt with "garden trailers" so I don't get why that became such a sticking point for them. A tractor and RV are motor vehicles by traffic law definition so I think your elimination of them was very reasonable by that definition.

Please stick to the three trailer limit and fix the two minor changes of definition and distance (which 5 feet for a shed should be the same 5 feet you had on the trailer). Send it back to them with 2 of the 3 corrections and let them vote on a decision rather than just submitting to what Mr. Matthews wants. I feel cleaning up the definition and clarifying the distance is the same on a shed will get you the votes this ordinance needs to pass.

This was a very fair proposal for both sides and it feels like someone is just throwing their weight around to try to get what they'd rather see as an individual and not trying to hear both sides like you and the planning committee had done.

Thank you,

Chris Warden

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**From:** Darryl Koontz <[darrylkoontz@yahoo.com](mailto:darrylkoontz@yahoo.com)>  
**Sent:** Tuesday, May 9, 2023 9:55 PM  
**To:** David A. Hazlett <[manager@carrollvalley.org](mailto:manager@carrollvalley.org)>  
**Subject:** Trailer ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern us residents are getting sick and tired of you telling us what we can do on our own property's. This trailer ordinance is just another. We pay our mortgages and our taxes how about leaving us alone on our own property's it not any local governments it's ours. And the gentleman that wants people to get a storage area to store your own things is rediclios. I will gladly sign any petition against this happening . Remember you people are voted in doesn't give you the right to tell us homeowners what we can do on our own property's.

[Sent from Yahoo Mail on Android](#)

# MAYOR'S REPORT

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# May 2023 Police Report

by  
Chief Clifford J. Weikert  
Carroll Valley Borough Police



## Special Events:

- In May and June, officers participated in the Border-to-Border initiative to promote the use of seatbelts and child safety seats. Officers worked details funded by grants.
- Pennsylvania law requires any occupant younger than 18 to buckle up when riding in a vehicle, as well as drivers and front-seat passengers. Children under the age of 2 must be secured in a rear-facing car seat, and children under the age of 4 must be restrained in an approved child safety seat. Children must ride in a booster seat until their eighth birthday.
- In 2021 there were 12,672 crashes in Pennsylvania where at least one occupant was not wearing a seat belt, resulting in 378 fatalities.
- In 2020, it is estimated that 94% of unbelted occupants, or 305 people, who were killed in crashes while traveling in passenger vehicles, including cars, small trucks, vans, and SUVs, could have survived if they had been buckled up.



## Special News :

- The Carroll Valley Civil Service Commission is continuing the next round of the hiring process. [www.PoliceApp.com](http://www.PoliceApp.com) is open for applications.

## Crime Data:

Key to reading the following page:

1. At the top left, you see overall statistics for the month. Total offenses and clearance rate refer to Group "A" offenses. Arrests refer to Group "A" and Group "B". This data is only for Carroll Valley Borough.
2. It also includes crime rates and arrest rates, however this calculation is not yet functioning on the PA State Police system, so they display as -0-. When working correctly, they will report in the national standard of per 100,000 population. As such, when it does calculate, it shows the rate as if the Carroll Valley population was 100,000. By doing this, it makes the rate comparable regardless of the size of the jurisdiction.
3. The column below on the left shows all Group "A" offenses. Offenses can be generally cleared by:
  - a. Arrest (by charging someone with the crime).
  - b. Victim Refused Prosecution = Prosecution limited by victim, or;
  - c. Exceptional Clearance = Charges could be filed but for cause are not.
4. In the center, NIBRS adds additional categories, and you can see how they compare year over year for the month reported.
5. On the right column, you first see a list of arrests for Group "A" offenses, divided into adults and juveniles.
6. At the bottom of the right column, Group "B" arrests are listed. As a major change in NIBRS reporting, Group "B" offenses are only listed when an arrest occurs. Unsolved Group "B" offenses are no longer reported.
7. Each NIBRS offense belongs to one of three categories: Crimes Against Persons, Crimes Against Property, and Crimes Against Society. Crimes Against Persons, e.g., murder, rape, and assault, are those whose victims are always individuals. The object of Crimes Against Property, e.g., robbery, bribery, and burglary, is to obtain money, property, or some other benefit. Crimes Against Society, e.g., gambling, prostitution, and drug violations, represent society's prohibition against engaging in certain types of activity; they are typically victimless crimes in which property is not the object.





# Offense and Arrest Summary Report

Printed On: 06/07/2023

Beginning Date: 05/01/2023

Ending Date: 05/31/2023

Page 1 of 1

Agency: CARROLL VALLEY BOROUGH

Municipality: Carroll Valley Borough

<b>Total Offenses</b>	<b>1</b>	<b>Clearance Rate</b>	<b>0</b>
% change from last year	-66.67%	Last years rate	0
<b>Total Arrests</b>	<b>1</b>	<b>Hate Crime Offenses</b>	<b>0</b>
% change from last year	0	<b>Law Officers Assaulted</b>	<b>0</b>
<b>Group A Crime Rate per 100,000 Population :</b>	<b>0.00</b>	<b>Summary based reporting Crime Rate per 100,000 Population :</b>	<b>0.00</b>
<b>Arrest Rate per 100,000 Population :</b>	<b>0.00</b>		

**Offense Reporting**

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter			
Justifiable Homicide			
Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny			
Motor Vehicle Theft			
Arson			
Simple Assault			
Intimidation			
Bribery			
Counterfeiting/Forgery			
Vandalism			
Drug/Narcotic Violations			
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud	1		2
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			1
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
<b>Total Group "A"</b>	<b>1</b>		<b>3</b>

**Crime Against Person**

- This year  
1 - Last year  
-100% - Percent Change

**Crime Against Property**

1 - This year  
2 - Last year  
-50% - Percent Change

**Crime Against Society**

- This year  
- Last year  
0 - Percent Change

**Arrest Reporting**

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	0	0	0	0	0
Intimidation	0	0	0	0	0
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	0	0	0	0	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
<b>Total Group A Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Group "B" Arrests</b>					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	1	0	0	1	0
Drunkness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
<b>Total Group B Arrests</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>Total Arrests</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

Population : 1

Note: Last years figures are provided for comparison purposes only.

## Calls for Service:

Carroll Valley Calls for Service Month	Total	Carroll Valley Calls for Service YTD	Total
ANIMAL COMPLAINT	7	ALARM	12
ASSIST - FIRE/EMS	11	ANIMAL COMPLAINT	25
ASSIST - OTHER POLICE	5	ASSIST - FIRE/EMS	60
DOMESTIC DISTURBANCE	5	ASSIST - OTHER POLICE	20
MENTAL HEALTH / WELFARE	5	CHILD WELFARE	1
MISC CALL FOR SERVICE	9	CRIMINAL MISCHIEF	4
TRAFFIC COMPLAINT	8	DISTURBANCE/NOISE	10
VEHICLE STOP	20	DOMESTIC DISTURBANCE	18
Z FOLLOW-UP	15	DRIVING UNDER THE INFLUENCE	1
SUSPICIOUS ACTIVITY	5	FRAUD	12
FRAUD	2	MENTAL HEALTH / WELFARE	23
TRESPASS	1	MISC CALL FOR SERVICE	45
VEHICLE CRASH	5	MISSING/LOST PERSON	3
DISTURBANCE/NOISE	1	SEX OFFENSE	1
CRIMINAL MISCHIEF	1	SUSPICIOUS ACTIVITY	26
Z COURT / JUSTICE	2	THEFT	10
SEX OFFENSE	1	THREATS / HARRASSMENT / STALKING	11
DRIVING UNDER THE INFLUENCE	1	TRAFFIC COMPLAINT	36
MISSING/LOST PERSON	1	TRESPASS	7
PTFTNA - PTHEFT NOT ACTV	1	VEHICLE CRASH	13
<b>Grand Total</b>	<b>106</b>	VEHICLE STOP	115
		Z COURT / JUSTICE	4
		Z FOLLOW-UP	80
		<b>Grand Total</b>	<b>537</b>

## Traffic Enforcement:

- Officers conducted vehicle stops and handled crashes this month as listed above. Together these resulted in the following citations, faulty equipment notices, and warnings.



Citation, Faulty Equipment, Warning	Count:
1301 (Title 75) - Registration and certificate of title required	10
1543 (Title 75) - Driving while operating privilege is suspended or revoked	1
1786 (Title 75) - Required financial responsibility	1
3309 (Title 75) - Driving on roadways laned for traffic	1
3362 (Title 75) - Maximum speed limits	3
3714 (Title 75) - Careless driving	1
3717 (Title 75) - Trespass by motor vehicle	1
4303 (Title 75) - General lighting requirements	3
<b>Grand Total</b>	<b>21</b>

**Miscellaneous:**

Calls for Service		May 2022	May 2023	YTD 2022	YTD 2023
	Calls from Public	67	82	359	445
	Officer initiated	13	24	53	117
	<b>Total CV Calls</b>	<b>80</b>	<b>106</b>	<b>412</b>	<b>562</b>

Vehicle Mileage					
		Starting	Ending	Total	
20	2017 Dodge Charger Unmarked	22,368	22,380	12	
22	2017 Dodge Charger Marked	76,383	78,922	2,539	
21	2014 Dodge Charger Unmarked	102,996	104,273	1,277	
24	2014 Dodge Charger Marked	94,185	94,197	12	
			<b>Total</b>	<b>3,840</b>	



# May 2023 Fairfield Police Report Supplement



by  
Chief Clifford Weikert  
Carroll Valley Borough Police

## Calls for Service:

This data represents all calls for service we receive from the Adams County Department of Emergency Services which accounts for most of our calls. It also includes officer-initiated calls, like traffic stops and follow ups as well as complaints received on station or by other means.

Fairfield Calls for Service Month	Total	Fairfield Calls for Service YTD	Total
ASSIST - FIRE/EMS	2	ANIMAL COMPLAINT	3
THEFT	2	ASSIST - FIRE/EMS	12
TRAFFIC COMPLAINT	3	ASSIST - OTHER POLICE	1
VEHICLE STOP	17	CRIMINAL MISCHIEF	1
Z FOLLOW-UP	3	DOMESTIC DISTURBANCE	7
<b>Grand Total</b>	<b>27</b>	FRAUD	1
		MENTAL HEALTH / WELFARE	4
		MISC CALL FOR SERVICE	10
		SEX OFFENSE	1
		SUSPICIOUS ACTIVITY	1
		THEFT	3
		THREATS / HARRASSMENT / STALKING	1
		TRAFFIC COMPLAINT	12
		VEHICLE CRASH	5
		VEHICLE STOP	61
		Z FOLLOW-UP	5
		<b>Grand Total</b>	<b>128</b>

## Citations:

We issued the following citations, faulty equipment, and warning cards in Fairfield Borough:

Citation, Faulty Equipment, Warning	Count:
1301 (Title 75) - Registration and certificate of title required	15
1378 (Title 75) - Suspension of motor carrier vehicle registration	2
1501 (Title 75) - Drivers required to be licensed	1
1786 (Title 75) - Required financial responsibility	1
4703 (Title 75) - Operation of vehicle without official certificate of inspection	2
<b>Grand Total</b>	<b>21</b>



# Offense and Arrest Summary Report

Printed On: 06/07/2023

Beginning Date: 05/01/2023

Ending Date: 05/31/2023

Page 1 of 1

Agency: CARROLL VALLEY BOROUGH

Municipality: Fairfield Borough

**Total Offenses** 1      **Clearance Rate** 0  
 % change from last year 0%      **Last years rate** 100%  
  
**Total Arrests** 0      **Hate Crime Offenses** 0  
 % change from last year -100%      **Law Officers Assaulted** 0  
  
**Group A Crime Rate per 100,000 Population :** 0.00      **Summary based reporting Crime Rate per 100,000 Population :** 0.00  
  
**Arrest Rate per 100,000 Population :** 0.00

### Arrest Reporting

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	0	0	0	0	0
Intimidation	0	0	0	0	1
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	0	0	0	0	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
<b>Total Group A Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Group "B" Arrests</b>					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	0	0	0	0	0
Drunkenness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
<b>Total Group B Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

### Offense Reporting

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter			
Justifiable Homicide			
Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny	1		
Motor Vehicle Theft			
Arson			
Simple Assault			
Intimidation			1
Bribery			
Counterfeiting/Forgery			
Vandalism			
Drug/Narcotic Violations			
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud			
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
<b>Total Group "A"</b>	<b>1</b>		<b>1</b>

### Crime Against Person

- This year  
 1 - Last year  
 -100% - Percent Change

### Crime Against Property

1 - This year  
 - Last year  
 0 - Percent Change

### Crime Against Society

- This year  
 - Last year  
 0 - Percent Change

Population : 1

Note: Last years figures are provided for comparison purposes only.

# FIRE/EMS/EMA REPORT

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# FAIRFIELD FIRE & EMS

## Fire Report – APRIL, 2023

**Calls for the Month – 26**

**Year to Date Total - 91**

<u>Nature of Call(s)</u>		<u>Location of Call(s)</u>	
Fire Police -	02	Carroll Valley Borough	02
Fire – Structure	03	Fairfield Borough	07
Medical Assist	09	Franklin Township	00
Wildland Fire	05	Freedom Township	00
Motor Vehicle Accident	00	Hamiltonban Township	06
Landing Zone	00	Highland Township	01
Automatic Fire Alarm	03	Liberty Township	03
Gas Leak	01		
Transfer	01	Cumberland Township	03
CO Alarm	01		
Hazmat	01	Frederick County, MD	01
		Washington Township, Franklin County	02
		Cascade, MD	01

# **FOUNTAINDALE VOLUNTEER FIRE DEPARTMENT**

\*\*\*\*\*  
**1340 OLD WAYNESBORO ROAD  
FAIRFIELD, PA 17320**



## **MONTHLY FIRE REPORT FOR APRIL 2023**

Breakdown of calls by type:

Building fire.....	2
Medical Assist.....	2
Vehicle Accidents.....	1
Unauthorized Burn.....	1
Wildland fire.....	4
Automatic Fire Alarm.....	1
<u>Good Intent.....</u>	<u>1</u>
<b>TOTAL</b>	<b>12</b>

Notes: Busy month for wildland fires. Still getting proposals for replacement of our 21 year old Engine Tanker.

David Martin

A handwritten signature in cursive script, appearing to read 'David Martin'.

Fire Chief

cc: Carroll Valley Borough  
Hamiltonban Township  
Liberty Township





# Fountain Dale Volunteer Fire Department



This report was generated on 5/5/2023 3:19:16 PM

## Incident Type and Street Name for Date Range

Incident Status: Reviewed | Start Date: 04/01/2023 | End Date: 04/30/2023

Incident Date	Address	Incident Type
04/02/2023	Water Street, Fairfield, PA 17320	Dispatched & cancelled en route
04/03/2023	Edgemont Road, Edgemont, MD 21783	Building fire
04/08/2023	Military Road, Cascade-Highfield, MD 21719	Building fire
04/11/2023	Furnace Road, Mont Alto, PA 17237	Forest, woods or wildland fire
04/11/2023	Furnace Road, Waynesboro, PA 17268	Forest, woods or wildland fire
04/12/2023	Old Waynesboro Road, Fairfield, PA 17320	Forest, woods or wildland fire
04/12/2023	Sabillasville Road, Sabillasville, MD 21780	Medical assist, assist EMS crew
04/15/2023	Five Forks Lane, Fairfield, PA 17320	Alarm system sounded due to malfunction
04/15/2023	Bourbon Trail, Fairfield, PA 17320	Unauthorized burning
04/21/2023	Jacks Mountain Road, Fairfield, PA 17320	Motor vehicle accident with injuries
04/21/2023	Iron Springs Road, Fairfield, PA 17320	Forest, woods or wildland fire
04/30/2023	Old Waynesboro Road, Hamiltonban (Township of), PA 17320	Medical assist, assist EMS crew

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



emergencyreporting.com



Fountaindale Volunteer Fire Department  
1340 Old Waynesboro Road  
Fairfield, PA 17320

## MONTHLY FIRE REPORT FOR MAY 2023

Breakdown of calls by type:

Building fire.....	3
Medical Assist.....	5
Vehicle Accidents.....	2
Equipment Fire.....	1
Automatic Fire Alarm.....	1
<u>Good Intent.....</u>	<u>2</u>
TOTAL	14

Notes: 1 House Fire in Liberty Township with estimated \$140,000 damage. Cause still under investigation.

David Martin

Fire Chief

cc: Carroll Valley Borough  
Hamiltonban Township  
Liberty Township

# Fountain Dale Volunteer Fire Department

This report was generated on 6/6/2023 3:07:17 PM

## Incident Type and Street Name for Date Range

Incident Status: Reviewed | Start Date: 05/01/2023 | End Date: 05/31/2023

Incident Date	Address	Incident Type
05/03/2023	Waynesboro Pike, Fairfield, PA 17320	Medical assist, assist EMS crew
05/04/2023	Naylor Road, Sabillasville, MD 21780	Medical assist, assist EMS crew
05/04/2023	Debold Road, Sabillasville, MD 21780	Dispatched & cancelled en route
05/07/2023	Diane Trail, Fairfield, PA 17320	Building fire
05/11/2023	East Third Street, Waynesboro, PA 17268	Building fire
05/15/2023	Sabillasville Road, Sabillasville, MD 21780	Motor vehicle accident with injuries
05/15/2023	Buchanan Trail East, Washington (Township of), PA 17214	Motor vehicle accident with injuries
05/19/2023	Old Waynesboro Road, Hamiltonban (Township of), PA 17320	Smoke detector activation, no fire - unintentional
05/19/2023	Naylor Road, Sabillasville, MD 21780	Medical assist, assist EMS crew
05/22/2023	Harbaugh Valley Road, Emmitsburg, MD 21727	Medical assist, assist EMS crew
05/22/2023	Buchanan Trail East, Washington (Township of), PA 17214	Dispatched & cancelled en route
05/26/2023	Harbaugh Valley Road, Liberty (Township of), PA 17320	Building fire
05/27/2023	Summer Trail, Fairfield, PA 17320	Off-road vehicle or heavy equipment fire
05/30/2023	Naylor Road, Sabillasville, MD 21780	Medical assist, assist EMS crew

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



# Fountain Dale Volunteer Fire Department

This report was generated on 6/6/2023 3:08:02 PM

## Incident Type Count per Station for Date Range

Start Date: 05/01/2023 | End Date: 05/31/2023

INCIDENT TYPE	# INCIDENTS
Station: □	
111 - Building fire	3
138 - Off-road vehicle or heavy equipment fire	1
311 - Medical assist, assist EMS crew	5
322 - Motor vehicle accident with injuries	2
611 - Dispatched & cancelled en route	2
743 - Smoke detector activation, no fire - unintentional	1
<b># Incidents for :</b>	<b>14</b>

Only REVIEWED incidents included.



# COMMITTEE REPORTS

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Planning Meeting 6/5/2023

- Approved May minutes w/o changes
- Open to the public - no public comments
- New Business - Front setback for accessory structures
  - Dave will create simple language to be included in the Chapter 27 updates.
  - Approved to move forward with the following conditions:
    - Existing setbacks are still enforced
    - Nothing to be built directly in-front of residence structure.
    - The accessory structure shall be a permanent structure (concrete pad, fixed walls...)
- Old Business -
  - Ordinance 2-2022 RV Trailer Parking zoning amendment
    - Further define "TRAILER ...drawn by motor vehicle" to be "...drawn by a licensed and registered motor vehicle"
    - Removed specified setbacks (5') and referred setbacks to the specific setbacks for the zoning district.
    - Reviewed, at length, total number of trailers. No changes were recommended.
  - Review of Zoning ordinance Chapter 27 regarding Vacation Rentals
    - Dave is pulling together reference documents working with Michael Wight to form a draft document for review
    - Nothing to discuss at the present.
- Adjourned

Respectfully Submitted,

Michael Wight, Chair



# ADMINISTRATIVE BUSINESS

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BOROUGH OF CARROLL VALLEY SUMMARY FINANCIAL REPORT: 1 thru 31 May 2023

ACCOUNT	GENERAL FUND	SPECIAL EVENT	SANITARY SEWER	SINKING FUND	CAPITAL RESERVE	HIGHWAY AID (LF)	TOTAL FUNDS
START OF PERIOD							
CHECKING ACCOUNT	\$45,728.09	\$0.00	\$0.00	\$145.50	\$74,588.54	\$0.00	\$120,462.13
INVESTMENTS	\$1,833,710.79	\$0.00	\$207,643.92	\$0.00	\$0.00	\$925,702.86	\$2,967,057.57
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00
DUE FROM OTHER FUNDS	\$133,147.10	\$4,115.39	\$955,777.18	\$0.00	\$1,056,846.54	\$0.00	\$2,149,886.21
DUE TO OTHER FUNDS	\$1,571,215.41	\$15,456.46	\$415,002.07	\$0.00	\$157,238.48	\$0.00	\$2,158,912.42
LIABILITIES	\$11,139.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,139.19
NET BALANCE	\$430,656.38	(\$11,341.07)	\$748,444.03	\$145.50	\$974,196.60	\$925,702.86	\$3,067,804.30

TRANSACTIONS FOR PERIOD							
ADJUSTMENTS (SEE NOTE)							
ACTUAL REVENUES (+)	\$878,342.00	\$0.00	\$32,797.24	\$0.00	\$1,000.00	\$0.00	\$912,139.24
ACTUAL EXPENDITURES (-)	\$140,086.88	\$639.86	\$23,084.73	\$0.00	\$41,482.32	\$0.00	\$205,293.79
ENCUMBERED FUNDS (-)							\$0.00
NET TRANSACTION BALANCE	\$738,255.12	(\$639.86)	\$9,712.51	\$0.00	(\$40,482.32)	\$0.00	\$706,845.45

END OF PERIOD							
CHECKING ACCOUNT	(\$11,622.12)	\$0.00	\$0.00	\$145.50	\$74,588.54	\$0.00	\$63,111.92
INVESTMENTS	\$1,824,951.26	\$0.00	\$207,643.92	\$0.00	\$0.00	\$925,702.86	\$2,958,298.04
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00
DUE FROM OTHER FUNDS	\$133,147.10	\$4,115.39	\$892,610.82	\$0.00	\$1,056,248.16	\$0.00	\$2,086,121.47
DUE TO OTHER FUNDS	\$1,507,450.67	\$15,456.46	\$415,002.07	\$0.00	\$157,238.48	\$0.00	\$2,095,147.68
LIABILITIES	\$11,139.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,139.19
NET BALANCE	\$428,311.38	(\$11,341.07)	\$685,277.67	\$145.50	\$973,598.22	\$925,702.86	\$3,001,694.56

June 7, 2023  
11:52 AM

Carroll Valley Borough  
Check Register By Check Date

Range of Checking Accts: GENERAL FUND to Last Range of Check Dates: 05/01/23 to 05/31/23  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
GENERAL FUND	GENERAL FUND						
40168	05/09/23	ACTC005 AC&T CO, INC.					8
V3-00198	1	MS: Propane	499.61	01-409-363	Expenditure	32	1
				PROPANE GAS HEAT			
40169	05/09/23	ADAMS005 ADAMS COUNTY AUTO SUPPLY, INC.					8
23-00035	1	EQMS5 Bypass Filter	36.15	01-430-253	Expenditure	3	1
				EQUIP - PREVENTATIVE MAINT			
40170	05/09/23	ADAMS020 ADAMS ELECTRIC COOPERATIVE, IN					8
V3-00186	1	STP: Sanders Rd. Pump Station	1,956.26	08-429-361	Expenditure	21	1
				UTILITY SERVICE-ELECTRICITY			
V3-00187	1	STP: Country Club Trl. Pump St	142.81	08-429-361	Expenditure	22	1
				UTILITY SERVICE-ELECTRICITY			
V3-00188	1	Boro Office: April 2023	1,194.99	01-409-361	Expenditure	23	1
				ELECTRICITY/HEAT			
			<u>3,294.06</u>				
40171	05/09/23	ALEXA005 ALEXANDERS PLUMBING & PUMPS, I					8
23-00050	1	Lat Repair 54 ski run trl	2,387.37	08-429-285	Expenditure	11	1
				Collection System - Repairs			
40172	05/09/23	AQUAT005 AQUATIC ENVIRONMENT CONSULTANT					8
23-00055	1	Filter & Maintenance	687.51	01-454-258	Expenditure	13	1
				LAKE/DAM PREVENTATIVE MAINT			
V3-00196	1	Lake Mae: Payment A	1,014.00	01-454-258	Expenditure	30	1
				LAKE/DAM PREVENTATIVE MAINT			
			<u>1,701.51</u>				
40173	05/09/23	ATTM005 AT&T MOBILITY					8
V3-00202	1	Wireless Svc: 3/19/23-4/18	48.12	01-401-321	Expenditure	36	1
				TELEPHONE SER & INSTALN			
V3-00203	1	Wireless Svc: 3/19/23-4/18	43.09	01-430-321	Expenditure	37	1
				COMMUNICATIONS			
			<u>91.21</u>				
40174	05/09/23	CARRO005 CARROLL VALLEY CONSTABLES					8
V3-00212	1	Drug Take Back: 4/22/23	125.00	01-410-135	Expenditure	51	1
				WAGES- PT Officer			
40175	05/09/23	CORRI005 CORRIE L. ONDRIZEK					8
V3-00189	1	Zoning Hearing Board: Eluma	255.00	01-414-300	Expenditure	24	1
				OTHER SERVICES AND CHARGES			
40176	05/09/23	EDMUN005 EDMUNDS GOVTECH, INC.					8
V3-00206	1	Credit Card Swiper	125.00	30-401-740	Expenditure	39	1
				CAP PURCHASES-MAJOR EQUIP			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
GENERAL FUND			Continued						
40177	05/09/23	EXCAL005 EXCALIBUR TOWING						8	
23-00043	1	Inspections:Class B trucks	295.00	01-437-374	Expenditure		6	1	
				OUT-SOURCE REPAIR - VEHICLE					
40178	05/09/23	GOVER005 GOVERNMENT MANAGEMENT SERVICES						8	
V3-00179	1	Retainer for April 2023	3,000.00	01-404-131	Expenditure		14	1	
				Professional Services - Grants					
40179	05/09/23	GSELE005 G&S ELECTRIC						8	
V3-00213	1	Open Pavilion: Electric	3,597.70	30-454-651	Expenditure		52	1	
				CAPITAL CONSTRUCTION					
40180	05/09/23	KPITE005 KPI TECHNOLOGY						8	
V3-00180	1	SEO Services	1,061.90	01-413-440	Expenditure		15	1	
				CONTRACTED SERVICES-SEO					
40181	05/09/23	LABOR005 LABORATORY, ANALYTICAL & BIOLO						8	
V3-00207	1	STP: Testing April 2023	276.00	08-429-316	Expenditure		40	1	
				CONTRACT.SERVCS-LABORATORY					
40182	05/09/23	LOWES005 LOWES IN-STORE ACCOUNT						8	
23-00036	1	Supplies: Yvonne storm drain	47.82	01-432-245	Expenditure		4	1	
				HIGHWAY SUPPLIES & MATERIALS					
40183	05/09/23	METED005 MET-ED						8	
V3-00205	1	Street Lights: April 2023	79.53	01-434-361	Expenditure		38	1	
				ELECTRICITY					
40184	05/09/23	MGLPR005 MGL PRINTING SOLUTIONS						8	
23-00051	1	Utility Billing Post Card Stoc	650.00	08-429-220	Expenditure		12	1	
				OPERATING SUPPLIES-GENERAL					
40185	05/09/23	PAMUN010 PA MUNICIPAL HEALTH INSURANCE						8	
V3-00208	1	June 2023: Major Medical, Dent	8,722.51	01-401-196	Expenditure		41	1	
				MAJOR MEDICAL INSURANCE					
V3-00208	2	June 2023: Major Medical, Dent	247.16	01-401-198	Expenditure		42	1	
				DENTAL/VISION INSURANCE					
V3-00208	3	June 2023: Major Medical, Dent	7,998.43	01-410-196	Expenditure		43	1	
				MAJOR MEDICAL INSURANCE					
V3-00208	4	June 2023: Major Medical, Dent	210.53	01-410-198	Expenditure		44	1	
				DENTAL/VISION INSURANCE					
V3-00208	5	June 2023: Major Medical, Dent	12,356.33	01-430-196	Expenditure		45	1	
				MAJOR MEDICAL INSURANCE					
V3-00208	6	June 2023: Major Medical, Dent	353.35	01-430-198	Expenditure		46	1	
				DENTAL/VISION INSURANCE					
V3-00208	7	June 2023: Major Medical, Dent	1,454.87	08-429-196	Expenditure		47	1	
				MAJOR MEDICAL INSURANCE					
V3-00208	8	June 2023: Major Medical, Dent	106.19	08-429-198	Expenditure		48	1	
				DENTAL/VISION INSURANCE					
			<u>31,449.37</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref	Num
PO #	Item	Description					Seq	Acct
GENERAL FUND			Continued					
40186	05/09/23	PARUR005 PA RURAL WATER ASSOC.						8
23-00020	1	Management Basics Class May 25	135.00	08-429-460	Expenditure		1	1
				CONTINUING EDUCATION/CONF.				
40187	05/09/23	POWER005 POWER DMS						8
23-00049	1	Power standards SOP's	550.00	01-410-450	Expenditure		10	1
				CONTRACTED SERVICES - EQUIPMEN				
40188	05/09/23	PSAB0005 PSAB						8
23-00047	1	Police Civil Service Training	75.00	01-400-460	Expenditure		7	1
				CONTINUING EDUCATION/CONF.				
23-00047	2	Annual Conference Borough	200.00	01-400-460	Expenditure		8	1
				CONTINUING EDUCATION/CONF.				
23-00047	3	2023 PA Municipal Legal Update	205.00	01-400-460	Expenditure		9	1
				CONTINUING EDUCATION/CONF.				
			<u>480.00</u>					
40189	05/09/23	SALZM005 SALZMANN HUGHES, P.C.						8
V3-00192	1	Representation as Borough Soli	6,101.60	01-404-130	Expenditure		27	1
				SOLICITOR FEES				
V3-00193	1	Municipal Claims	153.90	08-429-314	Expenditure		28	1
				LEGAL SERVICES-SEWER				
			<u>6,255.50</u>					
40190	05/09/23	SHEAL005 SHEALERS SEPTIC SERVICE						8
V3-00199	1	HT: April 2023	3,936.00	08-464-450	Expenditure		33	1
				HT CONTRACTOR-CUR YR				
40191	05/09/23	STACY005 STACY L. KRIETZ						8
V3-00190	1	Office Cleaning: 4/23/23-5/6/	316.00	01-409-450	Expenditure		25	1
				CONTRACTED SERS-CUSTODIAN				
40192	05/09/23	STOUF005 STOUFFER MECHANICAL CONTRACTOR						8
V3-00211	1	Replace Controller in Library	1,840.00	01-409-374	Expenditure		50	1
				MAINT SERVICES-EQUIPMENT				
40193	05/09/23	THEY0005 THE YORK WATER COMPANY						8
V3-00191	1	Water: Svc 3/23/23-4/24/23	100.73	01-409-365	Expenditure		26	1
				WATER				
40194	05/09/23	TMOBI005 T-MOBILE						8
V3-00200	1	Wireless Svc: 3/22/23-4/21	69.48	01-401-321	Expenditure		34	1
				TELEPHONE SER & INSTALN				
V3-00201	1	wireless Svc: 3/22/23-4/21	69.48	08-429-321	Expenditure		35	1
				TELEPHONE SRVCS & INSTALLATN				
			<u>138.96</u>					
40195	05/09/23	TOSHI005 TOSHIBA FINANCIAL SERVICES						8
V3-00210	1	May 2023: Copier Lease	374.25	01-401-375	Expenditure		49	1
				EQUIPMENT LEASE				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref	Seq	Num Acct
PO #	Item	Description							
GENERAL FUND			Continued						
40196	05/09/23	TRACT005 TRACTOR SUPPLY CREDIT PLAN							8
23-00024	1	Gear oil for Roller	89.99	01-430-256	Expenditure		2		1
				SHOP SUPPLIES					
40197	05/09/23	TREYS005 TREYSTA TECHNOLOGY MANAGEMENT							8
V3-00194	1	Internet Jack for Meeting Room	13.80	01-407-321	Expenditure		29		1
				INTERNET/WEB SITE CHARGES					
40198	05/09/23	VALLE005 VALLEY SUPPLY & EQUIPMENT							8
23-00039	1	Honda WT40 4" Trash Pump	2,849.38	30-429-750	Expenditure		5		1
				MINOR MACHINERY AND EQUIPMENT					
40199	05/09/23	WELLS005 WELLSPAN OCCUPATIONAL HEALTH							8
V3-00181	1	UDS Collection/DOT Breath Alco	162.00	01-430-303	Expenditure		16		1
				MEDICAL SERVICES					
40200	05/09/23	WESTP005 WEST PENN POWER							8
V3-00182	1	Street Lights: April 2023	3,059.40	01-434-361	Expenditure		17		1
				ELECTRICITY					
V3-00183	1	14 Ranch Trl: Barn: April 2023	44.43	01-430-361	Expenditure		18		1
				ELECTRICITY					
V3-00184	1	14 Ranch Trl: April 2023	144.77	01-430-361	Expenditure		19		1
				ELECTRICITY					
V3-00185	1	Ranch Trl: April 2023	36.50	01-430-361	Expenditure		20		1
				ELECTRICITY					
			<u>3,285.10</u>						
40201	05/09/23	WILLI005 WILLIAMS SCOTSMAN, INC.							8
V3-00197	1	STP: May 2023 Office Trailer	832.04	08-429-372	Expenditure		31		1
				MAINT SERVICES-SEWER SYSTEM					
40202	05/25/23	ACTC0005 AC&T CO, INC.							10
V3-00235	1	Fuel & Diesel Fuel: April 2023	39.15	01-413-231	Expenditure		26		1
				FUEL					
V3-00235	2	Fuel & Diesel Fuel: April 2023	120.36	01-454-231	Expenditure		27		1
				FUEL					
V3-00235	3	Fuel & Diesel Fuel: April 2023	1,484.12	01-410-231	Expenditure		28		1
				FUEL					
			<u>1,643.63</u>						
40203	05/25/23	ADAMS020 ADAMS ELECTRIC COOPERATIVE, IN							10
V3-00221	1	Jacks Mtn. Bridge: April 2023	45.88	01-433-374	Expenditure		12		1
				HIGHWAY SERVICES/SIGNALS					
V3-00222	1	Trout Run Trl: April 2023	139.87	01-454-361	Expenditure		13		1
				UTILITY SERVICE-ELECTRICITY					
V3-00223	1	Street Lights	1,680.25	01-434-361	Expenditure		14		1
				ELECTRICITY					
V3-00224	1	Pavilion: April 2023	105.62	01-454-361	Expenditure		15		1
				UTILITY SERVICE-ELECTRICITY					
V3-00225	1	Ski Run Trl: April 2023	91.38	01-454-361	Expenditure		16		1
				UTILITY SERVICE-ELECTRICITY					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref	Seq	Num
PO #	Item	Description					Ref	Seq	Acct
GENERAL FUND	GENERAL FUND		Continued						
40203	ADAMS	ELECTRIC COOPERATIVE, IN	Continued						
V3-00226	1	MS Bldg: April 2023	56.12	01-430-361	Expenditure		17		1
				ELECTRICITY					
			<u>2,119.12</u>						
40204	05/25/23	ADAMS040 ADAMS COUNTY TAX SERV							10
V3-00230	1	Parcel #002-0071---000	1,085.53	08-429-300	Expenditure		21		1
				OTHER SERVICES AND CHARGES					
40205	05/25/23	AMER005 AMERICAN UNITED LIFE INS							10
V3-00217	1	Life & Disability Premium: Jun	249.59	01-401-197	Expenditure		5		1
				LIFE/DISABILITY INSURANCE					
V3-00217	2	Life & Disability Premium: Jun	195.82	01-410-197	Expenditure		6		1
				LIFE/DISABILITY INSURANCE					
V3-00217	3	Life & Disability Premium: Jun	303.55	01-430-197	Expenditure		7		1
				LIFE/DISABILITY INSURANCE					
V3-00217	4	Life & Disability Premium: Jun	59.03	08-429-197	Expenditure		8		1
				LIFE/DISABILITY INSURANCE					
			<u>807.99</u>						
40206	05/25/23	AQUAT005 AQUATIC ENVIRONMENT CONSULTANT							10
V3-00218	1	Lake Carroll: Payment A	657.00	01-454-258	Expenditure		9		1
				LAKE/DAM PREVENTATIVE MAINT					
V3-00219	1	Lake Kay: Payment A	1,127.00	01-454-258	Expenditure		10		1
				LAKE/DAM PREVENTATIVE MAINT					
V3-00236	1	Lake Carroll: Payment A	657.00	01-454-258	Expenditure		29		1
				LAKE/DAM PREVENTATIVE MAINT					
V3-00237	1	Lake Kay: Payment A	1,127.00	01-454-258	Expenditure		30		1
				LAKE/DAM PREVENTATIVE MAINT					
			<u>3,568.00</u>						
40207	05/25/23	BOYER010 BOYER & RITTER CPA							10
V3-00242	1	2022 Audit Final Billing	6,000.00	01-402-311	Expenditure		35		1
				ACCOUNTING & AUDITING SERV.					
V3-00243	1	Sewer & Water Authority Close	1,000.00	01-402-311	Expenditure		36		1
				ACCOUNTING & AUDITING SERV.					
			<u>7,000.00</u>						
40208	05/25/23	COMMU005 COMMUNITY MEDIA OF SOUTH CENT							10
V3-00238	1	CVB Council Meeting: Apr 2023	120.00	01-400-330	Expenditure		31		1
				Community Media Contract					
40209	05/25/23	DATAW005 DATAWORKS PLUS LL							10
V3-00229	1	2023 CNET Maintenance Billing	579.38	01-410-450	Expenditure		20		1
				CONTRACTED SERVICES - EQUIPMEN					
40210	05/25/23	EXCAL005 EXCALIBUR TOWING							10
V3-00227	1	PL: Impound Inv# 13448	200.00	01-362-130	Revenue		18		1
				VEHICLE IMPOUNDMENT FEE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num Acct
GENERAL FUND	GENERAL FUND		Continued					
40211	05/25/23	GETTY005 GETTYSBURG TIMES						10
V3-00241	1	Legal Ad: Civil Service Exam	52.79	01-401-341 ADVERTISING-GENERAL	Expenditure		34	1
40212	05/25/23	HARRI005 HARRINGTON & SONS						10
23-00056	1	Scag Turf Tiger II Zero Turn	12,635.22	30-454-740 CAP PURCHASES-MAJOR EQUIP	Expenditure		2	1
40213	05/25/23	KELLE005 KELLER ENGINEERS, INC.						10
V3-00231	1	Phase 2: WWTP Expansion	1,717.50	08-429-602 CAPITAL CONST: Project #2	Expenditure		22	1
40214	05/25/23	KINTF005 KINT FIRE PROTECTION						10
23-00048	1	Fire Extinguisher Inspection	979.00	01-411-374 MAINT SERVICES-EQUIP	Expenditure		1	1
40215	05/25/23	LONGS005 LONG SHOT BACKHOE SERVICE LLC						10
V3-00216	1	Court Ordered Demo: 1653 Fairf	17,275.00	30-482-100 LOSSES; ADMINISTRATIVE FEES	Expenditure		4	1
40216	05/25/23	MGLPR005 MGL PRINTING SOLUTIONS						10
V3-00234	1	UB Post Card Shipping	30.00	08-429-220 OPERATING SUPPLIES-GENERAL	Expenditure		25	1
40217	05/25/23	PECKS005 PECKS SEPTIC SERVICE, LLC						10
V3-00232	1	STP: Sludge Removal/Disposal	1,265.00	08-429-317 CONTRACT.SERVCS-LAB/SLUDGE	Expenditure		23	1
V3-00233	1	STP: Sludge Removal/Disposal	1,265.00	08-429-317 CONTRACT.SERVCS-LAB/SLUDGE	Expenditure		24	1
			<u>2,530.00</u>					
40218	05/25/23	PSAB0005 PSAB						10
V3-00240	1	Continuing Ed: Bell & Ginn	150.00	01-401-460 CONTINUING EDUCATION/SEMINARS	Expenditure		33	1
40219	05/25/23	SIEME005 SIEMENS INDUSTRY, INC						10
V3-00244	1	Fire Monitoring: 5/1/23-4/30/2	1,080.00	01-409-374 MAINT SERVICES-EQUIPMENT	Expenditure		37	1
40220	05/25/23	SPECI005 SPECIALTY GRANULES INC.						10
V3-00239	1	2 A Stone	156.56	01-432-245 HIGHWAY SUPPLIES & MATERIALS	Expenditure		32	1
40221	05/25/23	STACY005 STACY L. KRIETZ						10
V3-00220	1	Office Cleaning: 5/7/23-5/20/2	316.00	01-409-450 CONTRACTED SERS-CUSTODIAN	Expenditure		11	1
40222	05/25/23	STERL005 STERLING SHUYLER, JR.						10
V3-00215	1	MS: Bottled Water	29.88	01-430-210 OFFICE SUPPLIES	Expenditure		3	1



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
GENERAL FUND	GENERAL FUND		Continued					
40223	05/25/23	TREYS005 TREYSTA TECHNOLOGY MANAGEMENT						10
V3-00228	1	IT Support: June 2023	1,276.70	01-407-321	Expenditure		19	1
				INTERNET/WEB SITE CHARGES				

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	56	0	125,683.28	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	56	0	125,683.28	0.00

PLIGT								
1110	05/18/23	SITES005 SITES REALTY, INC						9
V3-00214	1	Purchase of Parcel #43039-0001	5,000.00	30-409-710	Expenditure		1	1
				LAND PURCHASE				

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	5,000.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	5,000.00	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	57	0	130,683.28	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	57	0	130,683.28	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	3-01	71,479.00	200.00	0.00	71,679.00
SANITARY SEWER FUND	3-08	17,521.98	0.00	0.00	17,521.98
CAPITAL RESERVE FUND	3-30	41,482.30	0.00	0.00	41,482.30
Total of All Funds:		<u>130,483.28</u>	<u>200.00</u>	<u>0.00</u>	<u>130,683.28</u>

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Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	01	71,479.00	200.00	0.00	71,679.00
SANITARY SEWER FUND	08	17,521.98	0.00	0.00	17,521.98
CAPITAL RESERVE FUND	30	41,482.30	0.00	0.00	41,482.30
Total of All Funds:		<u>130,483.28</u>	<u>200.00</u>	<u>0.00</u>	<u>130,683.28</u>

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Carroll Valley Borough  
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	3-01	71,479.00	0.00	0.00	0.00	71,479.00
SANITARY SEWER FUND	3-08	17,521.98	0.00	0.00	0.00	17,521.98
CAPITAL RESERVE FUND	3-30	41,482.30	0.00	0.00	0.00	41,482.30
Total of All Funds:		<u>130,483.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>130,483.28</u>

June 7, 2023  
11:53 AM

Carroll Valley Borough  
Check Register By Check Date

Page No: 1

Range of Checking Accts: PLIGT to PLIGT      Range of Check Dates: 05/01/23 to 05/31/23  
Report Type: All Checks      Report Format: Detail      Check Type: Computer: Y      Manual: Y      Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #		Item Description					Ref Seq Acct
PLIGT							
1110	05/18/23	SITES005 SITES REALTY, INC					9
V3-00214	1	Purchase of Parcel #43039-0001	5,000.00	30-409-710 LAND PURCHASE	Expenditure		1 1

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	5,000.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	5,000.00	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	5,000.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	5,000.00	0.00

## **FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Carroll Valley Borough (hereinafter, "Borough" or "Franchising Authority") and Comcast of Pennsylvania/Maryland, LLC (hereinafter, "Grantee").

The Borough having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

### **SECTION 1 - Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 - 631 (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined in the Cable Act or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" means 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.

1.2. "Cable System" means 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 Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. "Customer" or "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.4. "Effective Date" means the date on which the Borough signs this Agreement, subject to all necessary parties executing this Agreement as indicated

on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.5. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.6. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.7. "Franchise Agreement" or "Agreement" means this Agreement and any amendments or modifications hereto.

1.8. "Franchise Area" means the present legal boundaries of Carroll Valley Borough, Adams County, Pennsylvania, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.9. "Franchising Authority" means Carroll Valley Borough or the lawful successor, transferee, designee, or assignee thereof.

1.10. "Grantee" means Comcast of Pennsylvania/Maryland, LLC.

1.11. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles ("GAAP"). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, installation fees, equipment rental fees, home-shopping service(s) revenues, and advertising revenues (excluding commissions and agency fees). In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Revenue shall not include refundable deposits, bad debt, late fees, leased access fees, investment income, programming launch support payments, nor any taxes, franchise fees, or other fees or assessments imposed or assessed by any governmental authority.

1.12. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.13. "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by the Franchising Authority but leased to third parties

or buildings such as storage facilities at which government employees are not regularly stationed.

1.13. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.14. "Standard Installation" means the standard one hundred twenty-five foot (125') aerial drop connection to the existing distribution system.

1.15. "Video Programming" or "Programming" means the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2 - Grant of Authority**

2.1. Franchise Grant. The Franchising Authority hereby grants to the Grantee a non-exclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.



2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act [47 U.S.C. §546], as amended.

### **SECTION 3 – Construction and Maintenance of the Cable System**

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Grantee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

#### 3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee. If funds are not made available as described herein, Grantee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i.) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii.) the Grantee

is given not less than sixty (60) business days advance written notice to arrange for such temporary relocation.

3.2.3. Emergency Removal of Equipment. If, at any time, in case of fire or other disaster in the Borough, it shall be necessary in the reasonable judgment of the Borough or its agent, to cut or move any of the wires, cable, or equipment of the Cable System, the Borough shall have the right to do so without cost or liability, provided that, wherever possible, the Borough shall give Comcast notice and the ability to relocate wires, cable, or other equipment. In requiring Comcast to temporarily disconnect, relocate, or remove any portion of its property, the Borough shall treat Comcast the same as, and require no more of Comcast than any other similarly situated entity.

3.2.4. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance, in accordance with the restoration standards of the Franchising Authority.

3.2.5. Safety Requirements. The Grantee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations.

3.2.6. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any collateral, real property damage caused by such trimming.

3.2.7. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground.

Nothing in this Agreement shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.8. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not made available as described herein, Grantee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

#### **SECTION 4 - Service Obligations**

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area, unserved by a wireline video provider, where the minimum density is at least thirty (30) dwelling units per aerial mile or sixty (60) dwelling units per underground mile and is within one (1) mile of the existing Cable System as measured in strand footage from the nearest active trunk or feeder line from which a usable cable 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 Franchising Authority, Grantee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Franchising Authority of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Grantee shall commence construction within 90 days after all necessary permits and pole attachment licenses are obtained, subject to Force Majeure (including the performance of make-ready work). Grantee 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, subject to Force Majeure (including the performance of make-ready work). Subject to the density requirement, Grantee shall offer Cable Service to all new dwellings or previously unserved dwellings located within one hundred twenty-five (125) feet of the Grantee's nearest segment of Cable System from which a usable signal is technically available ("Standard Installation"). The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring an

underground installation, or a drop or line extension in excess of the above standards. Any such additional charge shall include materials, labor, the total cost of any easement(s) necessary to accomplish the proposed line extension and a reasonable rate of return and shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Grantee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Grantee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

## **SECTION 5 - Fees and Charges to Customers**

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable

FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

## **SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection**

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Credit for Service Interruption. Grantee shall establish clear written policies to address service outage credits, and such credits, if applicable, shall be applied to the outstanding balance of Customers.

6.4. Customer Complaint Procedures. Grantee shall establish clear written procedures for resolving all Customer complaints, a copy of which is to be provided to the Franchising Authority upon request.

6.5. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 7 - Oversight and Regulation by Franchising Authority**

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and sixty (60) days after the close of the calendar year (last day of February). Grantee shall provide a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period. The Franchising Authority may amend the franchise fee percentage upon sixty (60)

days' written notice to Grantee provided that the franchise fee shall not exceed five percent (5%), the maximum rate permitted by the Cable Act. In the event that federal law is modified to authorize a franchise fee rate higher than five percent (5%), the Franchising Authority may, at its discretion, direct in writing that Grantee pay the higher franchise fee. A copy of the resolution or ordinance authorizing the adjustment shall accompany such written notice.

## 7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Final Settlement Amount." For purposes of this Section, the term "Final Settlement Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Final Settlement Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within sixty (60) days from the date the parties agree upon the "Final Settlement Amount." Once the parties agree upon a Final Settlement Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC.

## 7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records as are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during Normal Business Hours, and without unreasonably interfering with Grantee's business operations.

7.4.2. Proprietary Information. Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchising Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request under the Pennsylvania Right-to-Know Law (the "RTKL"). The Franchising Authority shall cooperate with Grantee in opposing the request, unless the Franchising Authority determines that the requested information is clearly not exempt from public disclosure under the RTKL.

## **SECTION 8 – Transfer of Cable System or Franchise of Grantee**

8.1. No transfer of control of the Grantee, defined as an acquisition of 51% or greater direct ownership interest in Grantee, shall take place without prior written notice to the Franchising Authority. 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 the Grantee 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.

## **SECTION 9 - Insurance and Indemnity**

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Grantee shall provide workers' compensation coverage in accordance with applicable law.

9.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, and employees, acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly arise out of the Grantee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchising Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Grantee's ability to defend the claim or action. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Grantee shall not indemnify the Franchising Authority for any claims resulting from acts of willful misconduct or gross negligence on the part of the Franchising Authority.

## **SECTION 10 - System Description and Service**

10.1. System Capacity. During the term of this Agreement, the Grantee's Cable System shall be capable of providing Video Programming to its customers in the Franchise Area in accordance with the Cable Act.

### 10.2. Cable Service to Public Buildings.

10.2.1. Grantee shall provide a cable service drop and basic cable service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Grantee intends to charge for the services required by this section, it will give the Borough 120 days' written notice of the commencement of charges. The charges shall be consistent with applicable law – at the time of this writing, defined as the "marginal cost." Grantee will disclose in writing the amount due and



shall arrange with the Borough for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with Grantee's retail rate adjustments. The Borough may remove locations or change the level of cable service indicated on Exhibit A with 30 days' written notice to Grantee. The Borough may elect in writing not to receive the service, in which case it shall not be invoiced, and no deduction shall be taken from the franchise fee.

10.2.2. During the term of the Franchise Agreement, the Borough may add Public Building locations to Exhibit A upon ninety (90) days written notice to Grantee, provided that the new location is within one hundred twenty-five (125) feet of existing Grantee cable distribution plant. The total number of Public Buildings in Exhibit A shall not exceed five (5).

## **SECTION 11 - Enforcement and Revocation Proceedings**

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A.) to respond to the Franchising Authority, contesting the assertion of non-compliance or default; or (B.) to cure such default; or (C.) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that

the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

(i). seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

(ii). in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Grantee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Grantee shall not be required to remove its 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 Grantee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §621 (b)].

## **SECTION 12 – Competitive Equity**

### **12.1. Other Video Service Provider.**

12.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i.) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Borough, or (ii.) otherwise begins to provide video services to subscribers in the Borough (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Borough under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

12.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Borough.

12.2. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Borough, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Borough, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the Borough on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Borough. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.3. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Borough under Sections 12.2 or 12.3 shall not modify this Agreement, unless modified or terminated upon the mutual consent of the Grantee and Franchising Authority.

12.4. Video Service Provider. The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

### **SECTION 13 - Miscellaneous Provisions**

13.1. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, public health emergency, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, extraordinary make ready costs, failure of utility service or the failure of equipment or facilities not belonging to Grantee, denial of access

to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary (the foregoing events of this Section 13.1 collectively referred to as a "condition of Force Majeure"). Upon written (including electronic) request by the Borough, Comcast shall inform the Borough within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

13.2. Notice. All notices required by this agreement or law shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Carroll Valley Borough  
5685 Fairfield Rd  
Fairfield, PA 17320  
Attention: Borough Manager

To the Grantee:

Comcast of Pennsylvania/Maryland, LLC  
15 Summit Park Drive  
Pittsburgh, PA 15275  
Attention: Government Affairs Department

with a copy to:

Comcast Cable Northeast Division  
676 Island Pond Rd.  
Manchester, NH 03109  
Attention: Government Affairs Department

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

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Grantee and supersedes all prior or contemporaneous

agreements, ordinances, representations, or understandings – whether written or oral – of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Separability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Pennsylvania, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, as applicable to contracts entered into and performed entirely within the state.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Grantee or Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

13.10. Incorporation by Reference.

13.10.1. All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not

limited to the rules and regulations of the FCC and the Commonwealth of Pennsylvania, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. No such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Franchise Agreement to the extent that any provision of this Franchise Agreement conflicts with or is inconsistent with such laws, rules or regulations.

13.10.2. Should the Commonwealth of Pennsylvania, the federal government, or the FCC require Grantee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Grantee may thereupon, if they mutually determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Attest:

\_\_\_\_\_

Grantee:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Franchising Authority:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

LOCATIONS FOR CABLE TELEVISION SERVICE

Carroll Valley Borough  
5685 Fairfield Rd  
Fairfield, PA 17320

Carroll Valley Police Department  
5685 Fairfield Rd  
Fairfield, PA 17320

Carroll Valley Highway Department  
14 Ranch Trail  
Fairfield, PA 17320

Carroll Valley Sewer Plant  
119 Sanders Rd  
Fairfield, PA 17320

## SECTION 00030 - ADVERTISEMENT FOR BIDS

PROJECT: The Project is generally comprised of the Construction of a 0.250 MGD Sequential Batch Reactor (SBR) Wastewater Treatment Plant, including a screening unit, UV disinfection unit, an operations/laboratory building, all associated piping, electrical work, all related appurtenances, and demolition of existing equipment to be abandoned.

OWNER: Carroll Valley Borough  
5685 Fairfield Road  
Fairfield, PA 17320  
(717) 642-8269

ENGINEER: Wm. F. Hill & Assoc, a division of Keller Engineers  
207 Baltimore Street  
Gettysburg, PA 17325  
(717) 334-9137

Sealed Bids for the Project will be received at the office of Carroll Valley Borough until 2:00 pm, on Friday August 4<sup>th</sup>, 2023, prevailing time, and then that same day publicly opened and read aloud.

Bids must include all costs incidental to the Work, applicable to the particular contract of this Project, for which a Bid is submitted. The submitted bid must be accompanied by a certified check or bid bond in an amount not less than ten percent of the Bid total and made payable to the Carroll Valley Borough.

The Issuing Office for the Bidding Documents is Keller Engineers, Inc., 420 Allegheny Street, Hollidaysburg, PA 16648, telephone (814) 696-7430. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00am and 5:00pm and must obtain copies of the Bidding Documents from the Issuing Office as described below. Documents are also available for examination at the office of the Engineer at 207 Baltimore Street, Gettysburg, PA 17325.

Bidding Documents are available digitally by contacting the above Issuing Office. Printed copies of the Bidding Documents may also be obtained, during the hours indicated above, upon payment of a deposit of \$250.00. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 10 days after receipt of Bids will receive a full refund. Checks for Bidding Documents shall be payable to "Keller Engineers, Inc.". Upon request and receipt of the document deposit indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Inquiries regarding this advertisement for Bids may be made to the Engineer at (717) 334-9137 or [WHill@keller-engineers.com](mailto:WHill@keller-engineers.com).

A Pre-Bid meeting will be held at the Borough Office (5685 Fairfield Road) on Tuesday July 18<sup>th</sup>, 2023 at 10:00 am, followed by a site visit to the wastewater treatment facility. Attendance at this meeting is not mandatory, but is encouraged.

A Performance Bond and Payment Bond, each in an amount equal to each bid with satisfactory corporate surety, will be required to be furnished by the successful bidder immediately following contract award.

Notice is given that the project for which construction bids are being solicited hereby is a project constituting public works and will utilize funds through the H2O PA – Water Supply, Sanitary Sewer and Storm Water Projects Grant and PENNVEST, and as such, is subject to applicable provisions of the Davis Bacon Wage Act, as amended and supplemented, and appropriate prevailing minimum rates as promulgated under provisions of said act shall be paid by contractors in connection with performance of necessary work. Additional Pennsylvania and Federal provisions, as defined in the contract documents, will apply.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bids may be withdrawn only by complying with the Commonwealth of Pennsylvania laws and regulations. A summary of such laws and regulations is given in the Instructions to Bidders. Bids shall remain open for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. See Instructions to Bidders for other provisions on the time available for acceptance of Bids.

Carroll Valley Borough hereby reserves the right, which is understood and agreed to by all Bidders, to reject any and all Bids and to waive any omissions, errors, mistakes, defects, or irregularities in any Bid.

**END OF SECTION**

# UNFINISHED BUSINESS

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Funding Solutions

Update to Council

June 9, 2023

## Memorandum

To: Carroll Valley Borough Council

From: GMS Funding Solutions (GMS)

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### **DCED – GREENWAYS, TRAILS AND RECREATION PROGRAM (GTRP)**

*Carroll Valley Borough Trail Project*

Request: \$212,000

Scope of work includes the construction of a 4,750 linear-foot walking trail through a forested area adjacent to residences, located between Deer Trail to the north, Fairfield Road to the east, Skylark Trail to the south and Veronica Trail to the west. GMS submitted the application on May 30, 2023. GMS and Dave Hazlett met with Rep. Moul on June 8, 2023 to discuss the project. The meeting with Sen. Mastriano is scheduled for June 14, 2023. GTRP has an 85 percent grant and 15 percent match breakout.

**Next Steps:** Award announcements are anticipated fall 2023.

### **H2O PA – WATER SUPPLY, SANITARY SEWER, AND STORM WATER PROJECTS (H2O)**

*Wastewater Treatment Plant Upgrades*

Award: \$700,000

The H2O grant expires on June 30, 2024. Project should not be bid until the PENNVEST loan has closed. As a note, the PENNVEST funds can be used as match for the H2O's 50% match requirement.

**Next Steps:** The Borough should continue to forward all engineering invoices and proofs of payments to GMS. *The Project should not be bid until PENNVEST funding is finalized.*

### **PENNVEST**

*Wastewater Treatment Plant Upgrades*

Award: \$5,452,398 (loan)

The application was reviewed at the April 19, 2023 PENNVEST meeting. It was awarded 100% loan funds of \$5,452,398. The PENNVEST Funding Offer letter was received on April 20, 2023. The interest rate for Adams County is 1.743 percent for years 1-5 and 2.179 percent for years 6-20.

The Borough, PENNVEST, GMS, and Salzmans Hughes attended the first settlement conference call on May 23, 2023. The next four calls were scheduled during that call with loan closing anticipated on Oct. 12, 2023. If work needs to begin prior to that date, a LONP can be discussed with PENNVEST.

*June 9, 2023*

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**Next Steps:** The following virtual closing meetings have been scheduled. Loan is anticipated to be closed on Oct. 12, 2023.

### **COVID-19 ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)**

Request: \$206,303.02 (first tranche); \$206,303.02 (second tranche)

The next SLFRF report is due on April 30, 2024.

**Next steps:** None at this time.

### **ELECTRIC VEHICLE CHARGING STATIONS INITIATIVE**

GMS continues to assist the Borough in exploring the installation of electric vehicle charging stations at the Borough's municipal building with the expectation of offsetting costs by utilizing DEP's Level 2 Electric Vehicle Charging Rebate Program. Pursuant to DEP's website, these rebate funds are anticipated to be exhausted soon. GMS reached out to four electric charging vehicle companies and a quote was received from Blink charging and provided to the Borough. Blink's quote prices two dual-plug stations (four total charging ports) at a total cost of \$9,947.38. GMS anticipates this cost is solely for equipment and does not include installation costs. GMS has reached out to the Borough to clarify if Borough staff would be able to install the stations using the provided installation instructions.

**Next Steps:** GMS is awaiting response from the Borough regarding Blink's quote and continues to reach out to ChargePoint and Volta to get comparable quotes.

### **PROJECTS TO MONITOR**

- Broadband Initiative
- Intersection of Routes 16 and 116 Traffic Light

# NEW BUSINESS

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FOR YOUR INFORMATION

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## **Municipal Services Report**

**May**

**2023**

### **Road Work and Right of Way: 426 Man-Hours**

- Road work performed included:
  - East Wind Trail repair- Removed a section of roadway, installed underdrains, excavated ditches, placed gabion stone in ditch line and rebuilt roadway.
  - North Trail- Graded side ditches and created a berm to direct runoff to side ditch.
  - Removed fallen tree from Tiger Trail
  - Roadside mowing
  - Trimmed around all guiderails.
  - Widened Valley Trail in preparation of paving.
  - Swept intersections.
  - Cleaned tree branches and leaves from roadside ditches.

### **Equipment Maintenance and Repair: 19 Man-Hours**

- Municipal Services/Parks/Zoning/STP Departments:
  - Cleaned and prepared 2015 Scag mower to be sold.
  - Routine maintenance of mowers- cleaned mower decks and sharpened blades
  - Repaired tire on EQPK5 (batwing mower)
- **Police Department: 9 man-hours**
  - Removed all police equipment, lights, sirens from PL24 (2014 marked Dodge Charger)
  - Charged battery on PL20 (2017 Marked Dodge Charger)

Vehicle and Equipment mileage log and fuel usage summary for May 2023 attached.

### **Parks and Property Maintenance: 403 Man-Hours**

- Borough office building
  - Weeded flower beds
  - Assembled/disassembled voting booths for election.
- Ranch Park
  - Weeded playground areas
  - Weekly mowing and trimming
  - Trash removal

- Carroll Commons Park
  - Trash removal.
  - Trimmed creekbanks.
  - Removed 41 tree tubes from maturing trees.
  - Weekly mowing and trimming
  
- Lake Kay Mini Park
  - Routine Maintenance consisted of trash collection and removal.
  
- Lake Mae
  - Weekly mowing and trimming.
  
- Municipal Services facility
  - Cleaned office and breakroom areas.
  - Hauled material from 6025 Fairfield Rd location to Ranch Trail location.

**Miscellaneous, Admin, Events and Training: 37.5 Man-Hours**

- Staff Meetings
- Trench and flagger training for all Municipal Services employees
- Movie in the park event

**Sewer Treatment Plant: 2 Man-Hours**

- Performed daily operations of treatment facility.

**Paid Time Off: 209.5Man-Hours**

- 113.5 hours- Sick, Comp and Vacation leave
- 96 hours- holiday

Respectfully Submitted,

*Brad A. Sanders*

Brad A. Sanders

MS Supervisor

Hours/Mileage May 2023						
Vehicle ID/ Equipment ID	Description	Beginning Miles/ Hours	Ending Miles/Hours	Total Miles/Hours		
MS2	2010 Ford Expedition	84115	84473	358		
MS3	2010 Ford F550 D/T	50067	50276	209		
MS4	2001 Chevy B/T	82539	82576	37		
MS5	2007 Freightliner Sweeper Truck	15985	16017	32		
MS6	2012 INT 7400 D/T	13436	13561	125		
MS7	1999 Int 5000 D/T	120461	120672	211		
MS8	2015 Mack Granite	13558	13654	96		
MS10	2012 Ford F550 D/T	77249	77411	162		
MS 11	2016 Ford F550 D/t	38193	38481	288		
MS12	2021 Mack Granite	1854	1896	42		
Total Mileage				1202		
EQMS2	2006 Bobcat Skid loader	880	894	14		
EQMS3	2021 Volvo loader	126	131	5		
EQMS4	580 John Deere 570B Grader	770	770	0		
EQMS5	6110 John Deere Boom Mower	1496	1529	33		
EQMS6	Bandit Brush Chipper	351.1	351.1	0		
EQMS10	2019 JCB Backhoe	1258	1292	34		
EQPK1	2015 Scag Mower	1227	1243	16		
EQPK3	301A John Deere tractor	Hour meter inoperable				
EQPK7	John Deere Gator	28	37	9		
EQPK8	2023 Scag Mower	0	7	7		
EQPK 6	2018 Simplicity mower	394	414	20		
Total Equipment hours				138		



# BOROUGH OF CARROLL VALLEY WWTTP MONTHLY REPORT

Month: May 2023

Total Monthly Flow- 3.884 MGD

Average Monthly Flow- .124 MGD

Sludge Hauled- 22,000 gal

Chlorine Usage- 90 gal

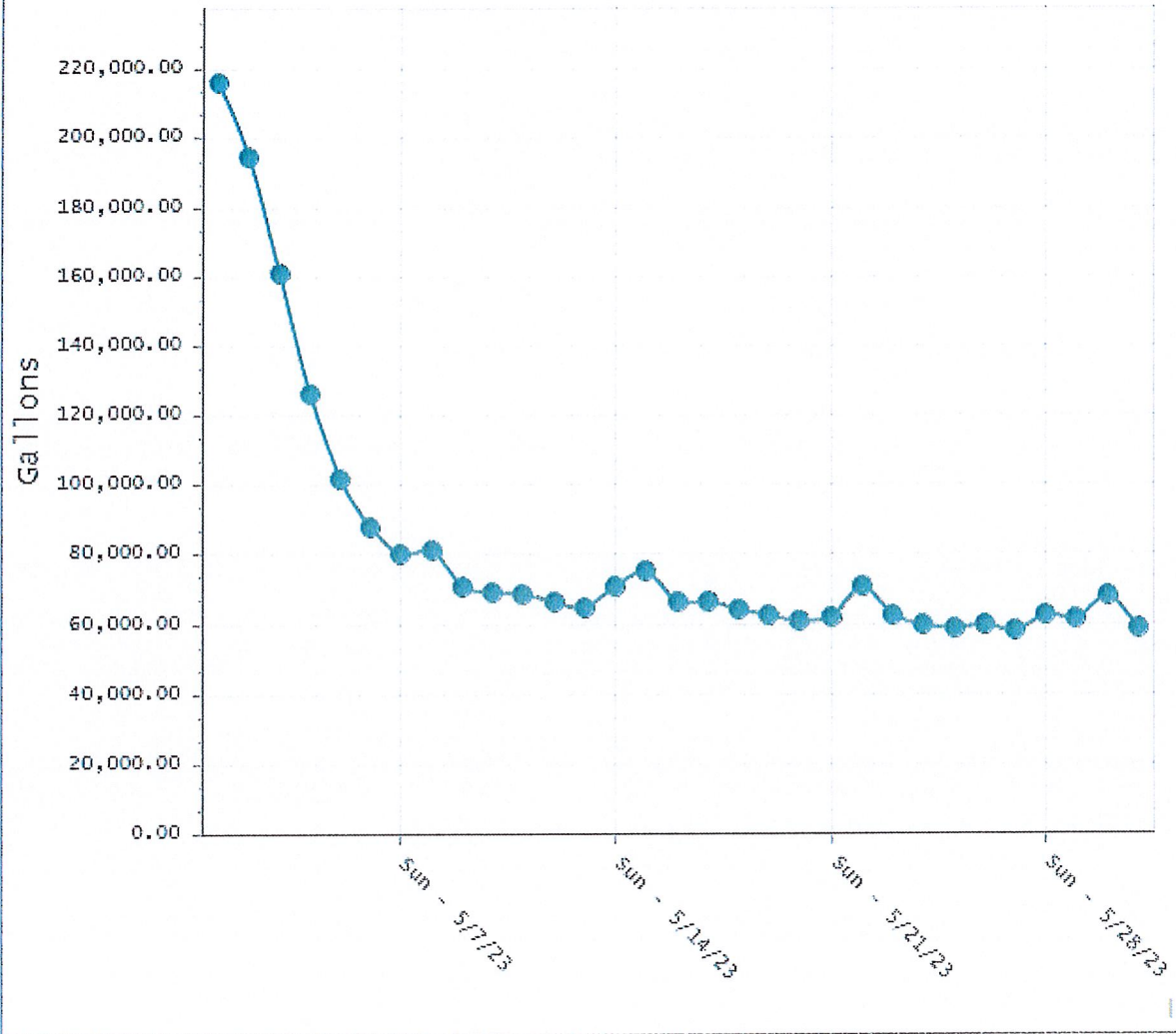
Total Precipitation- 2.09"

## Work Conducted and Comments

- One major rain event occurred at the very beginning of the month carrying over from the end of April. Hydraulic overload procedures were followed and the plant returned to normal on the 3<sup>rd</sup> of May.
- Manholes in J section were inspected. No problems were seen or noted. Sanders Road, the right of way from Ski Run to Sanders and Liberty Mtn Resort are the only manholes left to inspect and will be completed in June.
- All sludge holding tanks and clarifiers were thoroughly washed down.
- Preparations for the repair on Snow bird Trail were completed. The work is scheduled to take place on June 5<sup>th</sup>.
- The DO levels in the aeration tanks is still being gradually adjusted with the temperatures getting warmer. This is a slow process making sure to get the oxygen levels to the optimum levels without dropping them too low or getting them to high. This is all done manually with getting a reading with a handheld DO meter and then adjusting ball valves and butterfly valves up or down.

# Station Effluent (Outflow)

Mon. 5/1/23 to wed. 5/31/23



# Station Effluent (outflow)

Mon. 5/1/23 to wed. 5/31/23

