

Bellefonte Borough Council Work Session 6:30 – 7:25 PM Monday, August 7, 2023 Council Chambers

AGENDA

VIEW LIVE FEED/RECORDING OF WORK SESSIONS and BOROUGH COUNCIL

MEETINGS— Council Work Sessions and Council Business Meetings can be viewed live on YouTube at https://youtube.com/live/vOpbRwCUTCw. Recordings can be viewed on CNET, Comcast's Government Education Channel 7, or at www.cnetl.org

ATTEND VIRTUALLY- Please contact the Borough via email: boro@bellefontepa.gov or phone: 814-355-1501 before 4:00 PM on Monday, August 7th, 2023, to receive the Zoom Link to the meeting.

I. CALL TO ORDER

II. WELCOMING COMMENTS / OPENING REMARKS

- A) Welcome everyone to the Bellefonte Borough Council Work Session. No council action (the making of motions or approvals) is taken during work sessions.
- B) Trivia Question Council Member Bernier

III. ITEMS FOR DISCUSSION:

- A) Rental Housing Ordinance Amendments-Walt Schneider -15 minutes
- B) Armory Building improvements update -10 minutes
- C) Shentel Cable Franchise Agreement Discussion **15 minutes**
- D) Governor's Park Baseball Field Access Discussion 15 minutes

IV. ADJOURNMENT

The Work Session will be adjourned at or before 7:25 PM. The Borough Council Business Meeting is scheduled to start at 7:30 PM.

ARMORY Property at 301 N. Spring Street

| Project/Vendor | Encumbered Costs | Committed Costs |
|--|------------------|-----------------|
| Purchase Building | \$935,000.00 | \$935,000.00 |
| Procure Elevator (Port Elevator) | \$178,700.00 | \$178,700.00 |
| Construct Shaft - JC Orr | \$459,750.00 | \$459,750.00 |
| Elevator Electrical - Strouse | \$143,245.00 | \$143,245.00 |
| Doors/Cameras/Sound Systems Direct Solutions, Inc. | \$177,613.00 | \$177,613.00 |
| Concrete - ADA Walkway/Ramp | \$12,000.00 | \$12,000.00 |
| Purchase of ADA Ramp | \$8,369.00 | \$8,369.00 |
| Sprinkler System DesignRhino | \$40,000.00 | \$40,000.00 |
| Sprinkler System Installation ** S.A. Comunale, Inc. | \$197,750.00 | \$0.00 |
| Architect - Hoffman/Leakey | \$91,500.00 | \$91,500.00 |
| Signage - Victorian Signs | \$3,845.00 | \$3,845.00 |
| Costs Associated w/Easement ADA Ramp | \$8,000.00 | \$8,000.00 |
| Audit Grant | \$9,500.00 | \$9,500.00 |
| Smoke Detector Upgrades | \$25,000.00 | \$25,000.00 |
| Total | \$2,290,272.00 | \$2,092,522.00 |
| Over encumbered/committed | \$490,272.00 | \$292,522.00 |

^{**} Eliminated from Project Scope



PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

June 22, 2023

Ralph W. Stewart Borough Manager Borough of Bellefonte 236 West Lamb Street Bellefonte, PA 16823

RE: Executive Summary of Cable Franchise Agreement with Shenandoah Cable Television, LLC ("Shentel")

Dear Ralph:

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

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

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

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Borough's franchise fees, the

Agreement is intended to maximize the Borough's franchise fee revenue. Please note that all franchise fees are passed through to Shentel cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Borough on a quarterly basis.

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

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

2. Customer Service Standards (Section 4)

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

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

- Requirements to be met prior to disconnecting service;
- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

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

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

4. Reporting Requirements (Sections 5.7 and 6.3)

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

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

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

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

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

Furthermore, the Agreement requires that Shentel make cable service available to the Borough utilizing a different business model deployed by the Borough's other cable operator - Comcast. That said, any such different business model should be transparent to the Borough when viewed over the term of the Agreement as it stands to reason that no cable operator entering any given municipality will provide ubiquitous coverage from the onset due to the capital outlay coupled by all of the variables to be accounted for in the context of constructing such a network as is contemplated by the Agreement. Furthermore, any unit within 150 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 150 feet, Shentel must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 150 feet.

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

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Shentel will continue to provide two (2) educational and governmental ("EG") channels to be used for programming related to educational and governmental activities. The Borough or its designee(s) has complete control over the content, scheduling, and administration of the channels, and the Borough may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

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

Shentel has agreed to provide EG capital support initially in the form of an annual lump sum followed by a transition initially to a combination of a lump sum amount and a percentage of gross revenues attributable to cable service and ultimately to a percentage of gross revenues attributable to cable service. Such EG capital support construct was negotiated to take into account the fact that Shentel will have no cable subscribers in the Borough until the cable system is constructed and operational - hence the lump sum only portion for the first two (2) years.

It is also worth noting that Shentel (just as is the case for Comcast and all cable operators) is permitted by federal law to pass through such EG capital support to cable subscribers noting that there will be no pass through until Shentel has cable subscribers in the Borough further noting that Shentel will not subsequently pass through any EG capital support paid to the Borough prior to Shentel having cable subscribers in the Borough.

7. Services to Community Facilities (Section 7.1)

The Agreement requires Shentel to provide Basic level television service to various public buildings, including the Borough Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings" may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the marginal cost of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) terminate the service to certain buildings and reduce franchise fees by the value of the reduced service.

The Order was challenged in court by many municipalities and local government associations around the country. These appeals were consolidated in the Sixth Circuit Court of Appeals and concluded with the result effectively being that the fair market value metric was revised to marginal cost.

Notwithstanding the foregoing, Shentel has advised that they don't view the implications of providing free video service as burdensome and thus Shentel doesn't intend to adhere to the Order in this regard. Whether or not such a position is within the purview of Shentel or any cable operator to take, we as a firm don't feel compelled to argue this point with Shentel - noting that further guidance in this area may develop - as we're certainly not going to do anything that has an adverse effect on the Borough or any of our clients for that matter.

8. Liquidated Damages for Violations (Section 8.2)

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

9. Performance Bond (Section 8.4)

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

10. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Shentel, this is 10 years.

11. Competitive Equity Provision (Section 2.6)

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

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

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

Sincerely yours, **Chillip** M. **Fraga**Phillip M. Fraga

CABLE FRANCHISE AGREEMENT

BETWEEN

BELLEFONTE BOROUGH

AND

SHENANDOAH CABLE TELEVISION, LLC

With assistance from:

Cohen Law Group 413 South Main Street - Third Floor Pittsburgh, PA 15215 Phone: (412) 447-0130 www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is by and between Bellefonte Borough, a municipality located in Centre County, Pennsylvania (hereinafter referred to as the "Borough") and Shenandoah Cable Television, LLC (hereinafter referred to as "Grantee").

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

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

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

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

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

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

WHEREAS, the Borough has determined that the public interest would be served by granting Grantee a franchise according to the terms and conditions contained herein; and

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

SECTION 1 DEFINITIONS

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

- (a) <u>Affiliated Entity</u> Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Shenandoah Cable Television, LLC, but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Grantee's cable systems.
- (b) <u>Basic Service</u> The service tier that includes at least the retransmission of local broadcast television signals.
- (c) <u>Cable Act</u> Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.
- (d) <u>Cable Service or Service</u> The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (e) <u>Cable System or System</u> A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Borough but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;
- (f) <u>Channel</u> A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.
- (g) <u>Complaint</u> Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Grantee's operation of its Cable System that is within Grantee's control and requires a corrective measure on the part of Grantee or its contractors or subcontractors.
- (h) <u>Communications Act</u> The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

- (i) <u>Drop</u> The coaxial or fiber optic or other cable that connects a home or building to the Cable System.
- (j) <u>Educational and Governmental (EG) Access Channel</u> An access channel that consists of local, educational and/or governmental programming.
- (k) <u>Emergency</u> A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.
 - (l) <u>FCC</u> Federal Communications Commission.
- (m) <u>Force Majeure</u> Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Grantee's ability to anticipate or control.
- (n) <u>Franchise</u> The authorization granted by the Borough to construct, operate and maintain a Cable System within the corporate limits of the Borough as embodied in the terms and conditions of this Agreement.
- (o) <u>Franchise Fee</u> The fee that Grantee remits to the Borough pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.
- (p) <u>Gross Revenues</u> All revenue received by Grantee or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Grantee's Cable System in the Borough to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:
 - (1) Basic Service fees;
 - (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
 - (3) fees charged for premium Cable Services;
 - (4) fees for all digital video tiers;
 - (5) fees for video-on-demand;
 - (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services:
 - (7) revenue from the provision of any other Cable Services;
 - (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
 - (9) fees for changing any level of Cable Service programming;

- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) any and all locally-derived advertising revenues;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

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

- (q) HD High definition format.
- (r) <u>Leased Access or Commercial Access Channel</u> Any channel on Grantee's Cable System designated for use by any entity that is unaffiliated with Grantee pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.
- (s) <u>Multiple Dwelling Units or MDU's</u> Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.
- (t) <u>Normal Business Hours</u> Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (u) <u>Normal Operating Conditions</u> Business conditions within Grantee's service department which are within the control of Grantee. Those conditions that are not within the

control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

- (v) Outlet An interior receptacle that connects a television set to the Cable System.
- (w) <u>Public Buildings</u> shall mean the Borough Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Borough but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company. Public schools and libraries may be eligible under the then-current community investment policy of Grantee.
- (x) <u>Public Rights-of-Way</u> The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Borough.
- (y) <u>Programming</u> Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.
 - (z) <u>Service Interruption</u> The loss of picture or sound on all Cable Service channels.
- (aa) <u>Subscriber</u> A person or entity who contracts with Grantee for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Borough hereby grants a non-exclusive and revocable franchise to Grantee. Subject to the terms and conditions contained herein, the Borough hereby grants to Grantee the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Borough has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services. Nothing herein shall preclude Grantee from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

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

2.3 REPRESENTATIONS AND WARRANTIES

- (a) Grantee represents, warrants and acknowledges that, as of the Effective Date:
- (1) Grantee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;
- (2) Grantee has the requisite approval from the applicable federal and state agencies;
- (3) There is no action or proceeding pending or threatened against Grantee which would interfere with its performance or its ability to perform the requirements of this Agreement;
- (4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

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

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

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

2.6 COMPETITIVE EQUITY

- (a) Grantee acknowledges and agrees that the Borough reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Borough.
- (b) The Franchise granted to Grantee is non-exclusive; however, if the Borough grants a subsequent franchise or other authorization to provide similar wired video services, that, when

taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Grantee, then Grantee may request an amendment to this Agreement to provide Grantee with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Borough and Grantee shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Grantee with such competitive equity.

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

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 <u>TECHNICAL REQUIREMENT</u>

- (a) Grantee shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Borough where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Borough.
- (b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

- (a) Grantee shall build out its Cable System to make Cable Service generally available to those businesses and residential units located within the Borough. While Grantee shall use commercially reasonable efforts to build out its network to serve as much of the Borough as is feasible taking into account build-out costs, geographical and geological conditions, and business conditions, Grantee reserves the right in its sole discretion as to where Grantee builds out its network in the Borough.
- (b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Grantee shall extend the Cable Service if the Subscriber pays Grantee the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

- (c) The Borough has the authority to require Grantee to place wires and/or equipment underground, provided that the Borough imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Grantee shall be underground in those areas of the Borough where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Grantee's facilities without technical degradation of the Cable System's signal quality. Grantee shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.
- (d) In the event that public or private funds are made available to pay for such underground projects, Grantee may apply or request that the Township apply for such funds. In the event that Grantee is required to place existing aerial plant underground, Grantee reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 <u>CABLE SYSTEM SPECIFICATIONS</u>

- (a) Grantee shall design, construct, and maintain a Cable System that has been built for digital television standards.
- (b) Grantee reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 **SYSTEM TESTS**

- (a) Grantee shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of noncompliance related to signal quality through a compliance review under Section 5.2 herein, Grantee, upon written request by the Borough, shall perform applicable tests to determine compliance with FCC technical standards. Grantee shall provide a report to the Borough within thirty (30) days of completion of a Borough-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Grantee shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.
- (b) Upon sixty (60) days' written request to Grantee, the Borough may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Borough reserves the right, upon at least sixty (60) days' notice to Grantee, to conduct a technical audit of the Cable System.

3.5 <u>EMERGENCY ALERT SYSTEM</u>

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

3.6 <u>SERVICES FOR SUBSCRIBERS WITH DISABILITIES</u>

Grantee shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

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

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

3.8 REPAIRS AND RESTORATION

- (a) Whenever Grantee or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Grantee to comply within the time specified and the Borough having notified Grantee in writing of the restoration and repairs required, the Borough may cause proper restoration and repairs to be made and the expense of such work shall be paid by Grantee upon demand by the Borough.
- (b) Whenever Grantee or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Borough if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Grantee shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.
- (c) Grantee's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Grantee shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Borough or any public utility serving the Borough.

- (d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Grantee personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).
- (e) Whenever Grantee or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Grantee shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Grantee shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.
- (f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Borough, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days' written request, Grantee shall permit the Borough to view a complete set of Grantee service area strand maps of the Borough on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Borough officials shall be at a mutually agreed time and location. Should the Borough wish to obtain such strand maps of the Borough for its exclusive use, Grantee shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Borough and Grantee have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

- (a) Grantee shall, at no cost to the Borough, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Borough or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.
- (b) In requiring Grantee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Borough shall treat Grantee the same as, and require no more of Grantee than, any other similarly situated entity utilizing the Public Rights of Way.

3.11 <u>EMERGENCY REMOVAL OF EQUIPMENT</u>

(a) If, at any time, in case of fire or other disaster in the Borough, it shall be necessary, in the reasonable judgment of the Borough or its agent, to cut or move any of the wires, cable or

equipment of the Cable System, the Borough shall have the right to do so without cost or liability, provided that, wherever possible, the Borough shall give Grantee notice and the ability to relocate wires, cable or other equipment.

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

3.12 TREE TRIMMING

- (a) Grantee, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Grantee. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.
- (b) If Grantee or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Borough for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Borough.

3.13 CHANNEL CAPACITY

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

3.14 BROADCAST CHANNELS

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

3.15 SIGNAL SCRAMBLING

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

3.16 <u>CONTINUITY OF SERVICE</u>

Subscribers shall continue to receive Cable Service from Grantee provided their financial and other obligations to Grantee are honored. Subject to Force Majeure provisions in Section 9.1, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted

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

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

- (a) Grantee shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.
- (b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.
- (c) Grantee will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Borough determines, after receiving Complaints itself and/or receiving a record of Complaints made to Grantee in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Borough shall notify Grantee in writing that it must measure its compliance with these requirements for the next three months and report to the Borough the results of such monthly average measurements.

4.2 <u>INSTALLATIONS AND SERVICE CALLS</u>

- (a) Grantee shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Grantee shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Grantee employee or agent, including any subcontractor, shall prominently display Grantee's logo.
- (b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

- (c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Grantee shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Grantee may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.
- (d) Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

- (a) In accordance with applicable federal law, Grantee shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:
 - (1) Products and services offered;
 - (2) Prices and options for programming services and conditions of subscription to programming and other services;
 - (3) Channel positions of programming carried on the Cable System;
 - (4) Installation and service maintenance policies;
 - (5) Instructions on how to use the Cable Service and any converters;
 - (6) Billing and Subscriber complaint procedures;
 - (7) A notice of Subscriber privacy rights as required by federal law.
- (b) In accordance with applicable law, Grantee shall notify Subscribers and the Borough in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Grantee. Grantee shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Borough on the transaction between Grantee and the Subscriber.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges.

Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

- (a) Grantee shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.
- (b) If the Borough is contacted directly about a Subscriber Complaint, it shall notify Grantee promptly and in writing. When Grantee receives such notification, Grantee shall respond in writing within the time period specified in Section 4.5(a).
- (c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Grantee has the option of withholding the disputed amount, without a late fee or disconnection, until Grantee has investigated the dispute in good faith and has made a determination that the amount is owed provided that:
- (1) The Subscriber provides a written Complaint to Grantee in a timely fashion and includes identifying information;
 - (2) The Subscriber pays all undisputed charges;
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and
- (4) It shall be within Grantee's sole discretion to determine when the dispute has been resolved.
- (d) Grantee shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 <u>DISCONNECTION</u>

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

- (a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and
- (b) If Grantee has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and
 - (c) If there is no pending written dispute with Grantee regarding the bill; or
- (d) If at any time and without notice, Grantee determines in good faith that Subscriber has tampered with or abused Grantee's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 <u>SERVICE INTERRUPTIONS</u>

- (a) Excluding conditions beyond its control, Grantee shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Grantee. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Grantee or scheduled at the convenience of the Subscriber.
- (b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Grantee shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

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

SECTION 5 REGULATION BY THE BOROUGH

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Borough shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Grantee specified in Section 9.3, all documents, records and other pertinent information maintained by Grantee which

relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

- (b) In addition, Grantee shall maintain for inspection by the public and the Borough all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.
- Notwithstanding anything to the contrary set forth herein, all information specifically marked by Grantee as proprietary or confidential in nature and furnished to the Borough or its designated representatives shall be treated as confidential by the Borough so long as it is permitted to do so under applicable law. Representatives and/or agents of the Borough may be requested to execute a non-disclosure agreement prior to the provision by Grantee of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Grantee as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Borough. The Borough and its officially designated representatives agree in advance to treat any such information or records which Grantee reasonably deems would provide an unfair advantage for Grantee's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Borough employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Borough acting in their official capacity for information related to the franchise and marked by Grantee as confidential and/or proprietary, the Borough shall timely notify Grantee of such request and shall cooperate with Grantee in protecting its proprietary and confidential information to the extent permitted by applicable law. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Borough or its representatives may conduct a full compliance review with respect to whether Grantee has complied with the material terms and conditions of this Agreement so long as it provides Grantee with forty-five (45) days' written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Grantee may organize the necessary records and documents for appropriate review by the Borough. Within thirty (30) days of a written request, Grantee shall provide the Borough with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Grantee in accordance with Section 8.1 of any alleged noncompliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Borough reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Borough's authority, rights and privileges it now holds, or which hereafter may be

conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

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

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

5.6 **PERMITS**

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

5.7 **REPORTING**

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

(a) Subscriber Complaint Reports

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

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

(1) Number of repair service requests received;

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

(b) Government Reports

Grantee shall provide to the Borough, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Grantee has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Grantee's Cable System within the Borough. Grantee shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6 COMPENSATION TO THE BOROUGH

6.1 FRANCHISE FEES

Grantee shall pay to the Borough an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Borough. Grantee shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Borough may amend the Franchise Fee upon written notice to Grantee provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Borough shall accompany such written notice. Any change in Grantee's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Borough under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Borough. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the

Borough may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Grantee shall deposit the Franchise Fee payments electronically into an account as designated by the Borough.

6.3 **QUARTERLY REPORTS**

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

6.4 FRANCHISE FEE REVIEW

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

- (a) In the event of an alleged underpayment, the Borough shall provide Grantee with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Borough shall provide written notice to Grantee indicating that no underpayments were found and that the Franchise Fee review is closed. Grantee shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Borough with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Borough shall make a final determination of the underpayment(s), if any, within thirty (30) days of Grantee's objection and shall provide Grantee with written notice of the determination. If Grantee disputes the Borough's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Borough's written notice of determination. In the event that Grantee fails to submit the matter to mediation or arbitration within the required time period, the Borough's final determination shall be binding on Grantee.
- (b) Any Franchise Fee payment due to the Borough as a result of the Franchise Fee review shall be paid to the Borough by Grantee within forty-five (45) days from the date the Borough notifies Grantee of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Grantee shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Grantee shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the

Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 **BUNDLED SERVICES**

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

SECTION 7 SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

- (a) Grantee shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Grantee will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Grantee shall notify the Borough in writing regarding the amount of the monthly service fee for each account based on fair market value. The Borough shall then notify Grantee, within thirty (30) days of receiving the notice from Grantee, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Borough may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Borough may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.
- (b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Grantee will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the Borough shall continue to be subject to standard rates.
- (c) During the term of the Franchise, the Borough may change a Public Building location listed in Exhibit A upon 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.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

- (a) Grantee shall continue to provide to the Borough the use of two (2) Educational and Governmental ("EG") Access Channels in accordance with Section 611 of the Cable Act. Such EG Channels shall be shared among the CACC communities and used for community programming related to educational and/or governmental activities. The Borough shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Grantee shall not exercise any editorial control over EG Channel programming. Grantee shall cablecast the activated EG Channels so that they may be received by all Grantee Subscribers in the Borough.
- (b) To enable the Borough to utilize the EG Channel, Grantee shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Grantee headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Borough. This fiber link and equipment shall be collectively known as the "Return Line." Grantee shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Borough.
- (c) Grantee shall be responsible for maintaining the Return Line(s) to the origination site(s) of the EG Channel(s) so long as the Borough provides Grantee with access to such location and access to the EG Channel equipment within such locations. Grantee shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Grantee shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.
- (d) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Borough. The Borough and Grantee further agree that all costs incurred by Grantee for supporting such EG Channel, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Grantee reserves its right to pass these costs through to the Subscribers pursuant to federal law.
- (e) The Borough or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Borough and Grantee agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.
- (f) To enable the Borough or its designee to utilize the EG Access Channels, Grantee shall provide no more than twelve (12) total Remote Origination Points ("ROP(s)") to the participating municipalities in the Centre Area Cable Consortium ("CACC") in which the Grantee has a franchise agreement and offers Cable Service. Grantee shall provide and install, at the cost

of the Borough, within one hundred eighty (180) days' written notice, cable and other necessary signal distribution equipment such that live or tape playback of programming can be originated from the selected locations and distributed to Subscribers through the designated access provider. Existing ROPs are listed in Exhibit B. The cost for additional ROPs or re-location of existing ROPs shall be the responsibility of the Borough.

(g) HD Access Channel

- (1) The Borough may request one (1) Access Channel in high definition ("HD") format when it demonstrates that at least three (3) hours per day, five (5) days per week of original, non-repetitive EG programming is being produced in HD.
- (2) Following written notice by the Borough that the criteria in Section 7.2(g)(1) has been met, Grantee shall have one hundred eighty (180) days to make available one (1) HD Access Channel to be shared among the participating CACC communities and simultaneously carry the two (2) shared SD Access Channels provided under Section 7.2(a). Grantee shall carry all components of the HD Access Channel signals provided by the designated access provider including, but not limited to, closed captioning, stereo audio and other elements associated with the programming. The designated access provider shall be responsible for providing the Access Channel signal in an HD format to the demarcation point at the designated point of origination for the Access Channel.
- (3) At the cost of the designated access provider or Borough, Grantee shall provide all necessary equipment including HD encoders or its equivalent outside or inside the demarcation point at the designated access provider channel origination point, at any ROP(s), and at its Headend and hubs or similar distribution facilities necessary to deliver the Access Channel in HD format to Subscribers. The Borough shall pay for the cost of any resulting upgrades to the Return Line(s). The Borough and Grantee agree that the costs for equipment or upgrades to the Return Line qualify as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from the EG Capital Grants provided for in this Franchise.
- (4) Thirty-six (36) months after the launch of an HD Access Channel, Grantee shall have the right to reclaim one (1) of the SD Access Channels.
- (h) Within one hundred eighty (180) days of a written request by the Borough, Grantee shall, at the Borough's expense, relocate the EG origination site and the associated Return Line as follows: (i) Grantee's obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Borough shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.
- (i) In the event the Borough or its designee does not program any EG Channel, Grantee may request the use of this channel subject to written approval by the Borough. If the Borough approves Grantee's use of an EG Channel and, subsequent to such approval, the Borough requests

the utilization of the EG Channel being programmed by Grantee, Grantee shall relinquish such use no later than sixty (60) days after receipt of written notification from the Borough that it requires such channel for educational and/or governmental use.

- (j) Grantee shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Grantee deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Grantee shall comply with the following requirements. Grantee shall provide the Borough thirty (30) days advance written notice of any change in EG Channel assignments.
- (k) Interactive Guide Access. Grantee shall make available to the Borough or its designated Access Channel operator the third-party vendor contact information necessary to participate in the interactive channel guide carried on the Cable System. It shall be the sole responsibility of the Access Channel operator to provide the necessary program information and descriptions to the channel guide vendor and to comply with all requirements of such vendor. Any associated costs shall be borne by the Borough or its designee.

7.3 EG CAPITAL GRANT

(a) During the first four (4) years of this Agreement, Grantee shall pay a flat fee EG capital grant each year, based on the number of Housing Units (as defined in Section 7.3(d)) such term in the Borough, as shown in the table below with the timing of such flat fee payments to be made as follows: for the first year within thirty (30) days of the Effective Date and for the second through and including fourth years within thirty (30) days of the anniversary date of this Agreement. For the first two (2) years of this Agreement, Grantee shall pay the full amount of the flat fee. In the third year, Grantee shall pay the greater of: (i) the flat fee or (ii) 50% of the flat fee plus a percentage of Gross Revenue as set forth in Sections 7.3 (b) – (c). In the fourth year, Grantee shall pay the greater of: (i) the flat fee or (ii) 25% of the flat fee plus a percentage of Gross Revenue as set forth in Sections 7.3 (b) – (c).

| Housing Units | EG Capital Grant | |
|----------------------|-------------------------|--|
| 0 - 1,999 | \$ 1,000.00 | |
| 2,000 - 3,999 | \$ 2,000.00 | |
| 4,000 - 5,999 | \$ 3,000.00 | |
| 6,000 - 7,999 | \$ 4,000.00 | |
| > 8,000 | \$ 5,000.00 | |

(b) Beginning in the third year from the Effective Date, Grantee shall pay an amount equal to 0.17% of the Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area to be used for capital expenses related to the EG Channels. The EG Capital Grant payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be made on or before May 15, August 15, November 15 and March 1. The Borough shall ensure the use of the EG capital grant is consistent with federal law. Grantee and the Borough agree that the cost of such grant may be designated as a "cost of franchise"

requirements" or "external cost" as defined by the FCC and Grantee reserves its right to pass these costs through to the Subscribers over the entire term of the Agreement pursuant to federal law.

- (c) At or after sixty (60) months from the Effective Date, the Borough may request an increase of the EG Capital Grant up to a total of 0.25% of the Gross Revenues received from the operation of the Cable System to provide Cable Service in the Borough. Any increase in EG Capital Grant must be approved by Borough Council at a public meeting. A copy of the Resolution or Ordinance authorizing the increased EG Capital Grant by the Borough shall accompany written notice to Grantee of said increase. Grantee shall implement and any requested increase in the EG Capital Grant obligation within ninety (90) days from such written request. The Borough shall ensure the use of the EG capital grant is consistent with federal law. Grantee and the Borough agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Grantee reserves its right to pass these costs through to the Subscribers over the entire term of the Agreement pursuant to federal law.
- (d) A Housing Unit is a house, an apartment, a group of rooms, or a single room intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have a direct access from the outside of the building or through a common hall. In accordance with this definition, each apartment unit in an apartment building is counted as one Housing Unit.

SECTION 8 ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 <u>VIOLATIONS AND OPPORTUNITY TO CURE</u>

- (a) If the Borough has reason to believe that Grantee violated any material provision of this Agreement, it shall notify Grantee in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Borough.
- (b) Grantee shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Grantee must cure the violation shall be extended by the Borough in writing for such additional time necessary to complete the cure, provided that Grantee shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Borough.
- (c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Borough's judgment, Grantee has not taken reasonable steps to cure the violation, then the Borough may deem that Grantee is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 <u>LIQUIDATED DAMAGES</u>

- (a) Because Grantee's failure to comply with the material terms of this Agreement may result in harm to the Borough and because it will be difficult to measure the extent of such injury, the Borough may assess liquidated damages against Grantee in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Grantee has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Grantee or legal action by the Borough, but shall be in addition to such specific performance or legal action.
- (b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Borough. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Borough may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 <u>REVOCATION</u>

- (a) In addition to the other rights, powers and remedies retained by the Borough under this Agreement, the Borough reserves the separate and distinct right to revoke this Franchise if:
- (1) It is demonstrated that Grantee practiced any fraud or deceit upon the Borough in the operation of its Cable System or any other activities pursuant to this Agreement;
- (2) Grantee repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;
- (3) Grantee repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;
- (b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Grantee or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Grantee shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.
- (c) A revocation shall be declared only by a written decision of the Borough Council after an appropriate public hearing that shall afford Grantee due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Grantee at least thirty (30) days prior written notice (via certified mail-return

receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Borough, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Grantee of mitigating circumstances or good cause for the existence of such grounds. The Borough shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Grantee. If Grantee appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

- (a) Grantee shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Grantee's faithful performance of its obligations. The performance bond shall provide that the Borough may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Borough for Grantee's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.
- (b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Grantee shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Borough.

8.5 <u>INSURANCE</u>

- (a) Grantee shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Borough from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Grantee or any of its contractors, subcontractors, agents or employees in the following amounts:
- (1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.
- (2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).
- (3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.
- (4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

- (b) The Borough, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.
- (c) Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Borough verifying that Grantee has obtained such alternative insurance. Grantee shall provide the Borough with at least thirty (30) days' prior written notice in the event the policies are cancelled or not renewed.
- (d) Grantee shall deliver to the Borough Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Borough.

8.6 <u>INDEMNIFICATION</u>

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

SECTION 9 MISCELLANEOUS

9.1 **FORCE MAJEURE**

If for any reason of Force Majeure, Grantee is unable in whole or in part to carry out its obligations hereunder, Grantee shall not be deemed in violation of this Agreement during the continuance of such inability. Grantee shall notify Borough within ninety (90) days if a condition of Force Majeure causes an inability to complete a project otherwise meeting the density and other requirements in this Agreement.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Grantee shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their

original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Borough or property owner may deem any property not removed as having been abandoned and the Borough may remove it at Grantee's cost.

- (b) During the term of the Agreement, if Grantee decides to abandon or no longer use all or part of its Cable System, it shall give the Borough written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Grantee's abandonment of the Cable System, the Borough shall have the right to either require Grantee to remove the property, remove the property itself and charge Grantee with the reasonable costs related thereto.
- (c) Notwithstanding the above, Grantee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

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

Bellefonte Borough 236 West Lamb Street Bellefonte, PA 16823 Attention: Borough Manager

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

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

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

Shenandoah Cable Television, LLC 500 Shentel Way Woodstock, VA 22824 Attention: VP, Government Affairs Department Grantee may specify any changes of address in writing to the Borough. Each delivery to Grantee or the Borough shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 <u>CAPTIONS</u>

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

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

No transfer of control of Shenandoah Cable Television, LLC, defined as an acquisition of 51% or greater direct ownership interest in Shenandoah Cable Television, LLC, shall take place without prior written notice to the Borough. 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 Shenandoah Cable Television, LLC in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Grantee.

9.8 ENTIRE AGREEMENT

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

9.9 **SEPARABILITY**

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

regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

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

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

9.11 CHANGE OF LAW

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

9.12 <u>COMPLIANCE WITH LAWS</u>

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

9.13 NO THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

| All of the provisions in this Agreement shall bind Grantee, the Borough and | their |
|--|-------|
| respective successors and assigns. This Agreement is authorized by Resolution No | |
| dated, 2023 of the Borough Council. | |

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

BELLEFONTE BOROUGH

| ву: | |
|--------------|------------------------------|
| | |
| | |
| | |
| | |
| SHENA | ANDOAH CABLE TELEVISION, LLC |
| | , |
| Ву: | ANDOAH CABLE TELEVISION, LLC |
| By: Name: | |

EXHIBIT A LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE

EXHIBIT B EXISTING REMOTE ORIGINATION POINTS *

Centre County Courthouse Annex 108 S Allegheny Street Bellefonte, PA 16823

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

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

Ferguson Township 3147 Research Drive State College, PA 16801

Patton Township 100 Patton Plaza State College, PA 16803

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

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

Willowbank Office Building 420 Holmes Street Bellefonte, PA, 16823

^{* 12} sites are authorized by this Agreement of which the above are the 8 existing sites.



Bellefonte Borough Council Business Meeting 7:30 PM Monday, August 7th, 2023 Council Chambers

AGENDA

VIEW LIVE FEED/RECORDING OF WORK SESSIONS and BOROUGH COUNCIL

MEETINGS– Council Work Sessions and Council Business Meetings can be viewed live on YouTube at https://youtube.com/live/vOpbRwCUTCw. Recordings can be viewed on CNET, Comcast's Government Education Channel 7, or at www.cnet1.org

ATTEND VIRTUALLY- Please contact the Borough via email: boro@bellefontepa.gov or phone: 814-355-1501 before 4:00 PM on Monday, August 7th, 2023, to receive the Zoom Link to the meeting.

I. 7:30 PM CALL TO ORDER

Welcome everyone to the Bellefonte Borough Council business meeting.

II. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

III. ROLL CALL

| Mr. Bernier, Vice-President, North Ward | Ms. McKean, West Ward |
|---|----------------------------|
| Mr. Brachbill, South Ward | Ms. Purnell, North Ward |
| Ms. Cleeton, South Ward | Ms. Sedgwick, West Ward |
| Ms. Dann, South Ward | Ms. Tosti-Vasey, West Ward |
| Mr. Johnson, President, North Ward | Mayor Johnson, At Large |

IV. ADDITIONS TO THE COUNCIL MEETING AGENDA

In accordance with Act 65 of 2021, If a matter is not on the Agenda, Council cannot take official action on it with some exceptions. The Council can act on matters relating to potential or real emergencies. Council may add a matter of agency business to its agenda through a majority vote. The Council should state the reason why the action item is being added to the agenda. Council may vote to add an action item(s) to the agenda.

V. PUBLIC COMMENT (Oral)

This Public Comment period is for oral comments regarding any action items listed on this meeting agenda or any comments in general. No deliberations will be entered into by Council at this time. Please sign in, come to the podium at the appropriate time, and state your name and address and which item you are speaking about. Please try to limit comments to three minutes maximum.

VI. COMMUNICATIONS (written)

Drought Watch remains in place across Pennsylvania. FYI, no Council action is needed.

Written Comments on the Centre Region Rental Housing and Building Safety Code Ordinance. **FYI, no Council action is needed.**

Pennsylvania State Association of Boroughs (PSAB) Safety Group Dividend Program. FYI, no Council action is needed.

Thank you to Officers Brower and Luse from Ed Mann pertaining to a Welfare Check. FYI, no Council action is needed.

Mr. Demartino's concerns within the Borough. Council may consider action.

CATA 2023 Fall service changes effective Thursday, August 17, 2023. FYI, no Council action is needed.

Trinity United Methodist Church requests Borough Council consider adding language to the Commercial Zoning Ordinance to allow the use of temporary emergency shelters /ground floor residential. **Council may consider action.**

Downtown Bellefonte Inc. (DBI) Bellefonte Under the Lights event involving Street Closures, Use of Parking Lot, alcohol vendors (potentially) request for October 20, 2023. **Staff can review this application and come back with recommendations.**

VII. CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action. Council Action Requested

| General | Council Meeting Minutes July 17, 2023 |
|---------|---------------------------------------|
| Finance | Stover McGlaughlin Invoice July 2023 |
| Finance | Budget v. Actual July 2023 |
| Finance | Budget V. Actual Summary July 2023 |
| Finance | Treasurer's Report July 2023 |
| Finance | Voucher Summary July 2023 |

Call for a motion/2nd to approve the Consent Agenda

VIII. REPORTS

| DEPARTMENT | OFFICIAL/ STAFF | REPORT |
|---|--------------------|-----------|
| Mayor | Mayor Johnson | Verbal |
| Office of Community Affairs (OCA) | Ms. Thompson | Submitted |
| 1. Historic Architectural Review Board (HARB) | | |
| Upcoming meeting: August 8, 2023, at 8:30 via Zoom (link in Memo) | | |
| 2. Zoning – See memo | | |

IX. CURRENT and OLD BUSINESS

Centre County Courthouse Wall Construction is tentatively scheduled to begin mid-October 2023. **FYI, no Council action** is needed.

Environmental Advisory Board (EAB) Sustainability Survey Letters to Community Members were mailed out on Friday, August 4, 2023. **FYI, no Council action is needed.**

Rental Housing Ordinance No. 08072023-01. **Motion/2nd to approve the Rental Housing Ordinance No. 08072023-01** with any stated changes or as presented.

Shentel Cable Franchise Agreement and Resolution No. 08072023-01. Motion/2nd to conditionally approve the Shentel Cable Franchise Agreement with any conditions or as presented. Motion/2nd to approve the Shentel Cable Resolution No. 08072023-01.

South Potter Street Railroad Spur Title Search. Borough Solicitor has indicated that the title search is clean. Staff recommends if the purchase is approved, that it be conditional upon obtaining an Agreement with Bellefonte Historical Railroad Society regarding any joint uses and path connections to the spur. Consider a motion to purchase the spur from SEDA-COG JRA with the tracks in place for a cost of \$18,932.00 or without the tracks in place.

Governor's Park Baseball Field signage. Motion/2nd to place signage at the Baseball field indicating fine if used without Borough Permission.

2023 Paving update- Paving in the Borough is delayed until late September. FYI, no Council action is needed.

X. NEW BUSINESS

Donald Townsend Volunteer Application for Civil Service Commission 6-year Alternate Vacancy. **Motion/2nd to appoint Donald Townsend to the Civil Service Commission as an alternate.**

Bid Opening for South Spring Street Streetscape Project. Motion/2nd to allow staff to review, approve and select the lowest responsible bid.

Bellefonte Elementary School Municipal Notification of Planned Land Development for Chapter 102 Permit. **FYI, no** Council action is needed.

XI. COUNCIL MEMBER COMMENTS/FOR THE GOOD OF THE ORDER

Please try to limit all comments/rebuttals to three minutes maximum.

XII. ADJOURNMENT

The council meeting will be adjourned at or as close as possible to 9:00 PM

The Council Code of Conduct and the 2023 List of Goals/action items will be included with each Agenda.

Mail - Alyssa Doherty - Outlook Bellefonte Borough Council Packet August 7, 2023

FW: Drought Watch Remains in Place across Pennsylvania

Ralph Stewart <rstewart@bellefontepa.gov>

Fri 7/28/2023 8:06 AM

To:Alyssa Doherty <adoherty@bellefontepa.gov>

Hi Alyssa,

Please put this notice on our website. Please add it to our upcoming council meeting packet.

Thanks, Ralph

Ralph W. Stewart, Borough Manager

Borough of Bellefonte 236 West Lamb Street Bellefonte PA 16823

Phone: 814-355-1501 x214
Borough of Historic
Bellefonte

From: Erik Ross <erik@millirongoodman.com>
Sent: Thursday, July 27, 2023 1:16 PM
To: Erik Ross <erik@millirongoodman.com>

Subject: Drought Watch Remains in Place across Pennsylvania

FYI

FOR IMMEDIATE RELEASE

07/27/2023

CONTACT:

Deb Klenotic, DEP 717-787-1323

Drought Watch Remains in Place across Pennsylvania

Groundwater levels remain low in many counties

Harrisburg, PA – Following a meeting of the Commonwealth Drought Task Force today, the Pennsylvania Department of Environmental Protection (DEP) is maintaining a statewide drought watch. While not required, residents and non-farm businesses are encouraged to voluntarily conserve water by reducing their nonessential water use.

Precipitation over the last month has increased, and stream flows are responding. However, longer term precipitation deficits persist in many areas, and groundwater levels remain low in some counties:

- Northwest: Clarion, Crawford, Elk, Forest, Mercer, Venango, and Warren
- Central: Centre, Clinton, Cumberland, Franklin, Fulton, Huntingdon, Lancaster, Lebanon, Montour, Perry, and Union
- East: Lackawanna, Lehigh, and Wayne

Twenty-one public water suppliers are requesting or requiring water conservation in their communities.

Residents and businesses are encouraged to reduce their nonessential water use. For example, at home there are many simple ways to use less water:

Run the dishwasher and washing machine less often, and only with full loads.

- Don't let the faucet run while brushing your teeth or shaving. Take shorter showers. For example, consider not washing your hair daily.
- Water your lawn only if necessary. Avoid watering on windy and hot days. Watering grass lightly and efficiently will encourage healthier, deeper grass roots. Overwatering is wasteful, encourages fungal growth and disease, and results in shallow, compacted root systems that are more susceptible to drought.
- When mowing your lawn, set the blades 2-3 inches high. Longer grass shades the soil, improving moisture retention.
- Water your garden less often. If necessary, water only in the cooler evening or morning hours, and direct the water to the ground at the base of the plant. Focus on new plantings, which have shallow root systems. Older plants may endure dry conditions longer.
- Skip the car washing. If you have to wash your car, it's better environmentally to go to a drive-through car wash that recycles the water.
- Sweep your sidewalk, deck, or driveway, instead of hosing it off.
- Check for and repair household leaks. For example, a leaking toilet can waste up to 200 gallons of water daily.
- Set up a rain barrel to be ready to repurpose rain when it does fall. For helpful information, see this <u>Penn State Extension</u> guide. Or just set out a bucket to capture water in the event of rain, and reuse it to water plants or the bird bath.

For more tips for residents as well as fact sheets on how businesses such as lawn care services, landscapers, hotels, and restaurants can reduce water use, see the <u>U.S. Environmental Protection Agency Drought and WaterSense web page</u>.

Drought watch declarations aren't based on one indicator alone, such as rainfall. DEP assesses data on precipitation, stream and river flow, groundwater level, and soil moisture and information from public water suppliers.

For a map of daily drought status and a weekly list of public water suppliers that are requesting or requiring water use reduction, see the DEP drought web page.

For a map that's updated daily to show the status of each indicator for each county, see the <u>USGS Pennsylvania drought condition</u> monitoring website.

For more information on how DEP monitors conditions and makes drought status declarations, see the <u>DEP drought management fact sheet</u>.

Dates of upcoming meetings of the Commonwealth Drought Task Force are posted on the DEP drought web page.

Erik A. Ross
Senior Associate
Milliron & Goodman Government Relations, LLC.
200 North 3rd Street
Suite 1500
Harrisburg, PA 17101
Phone: 717-232-5322
Cell: 717-574-3963

erik@millirongoodman.com

Lynn and Cynthia Corman 153 Arbor Bluff Drive Pleasant Gap, PA 16823-9619

Bellefonte Borough

Attn: Zoning Department

236 West Lamb Street

Bellefonte, PA 16823

Dear Officers of the Zoning Department,

We are writing in response to the proposed changes to the Centre Region Rental Code. After reviewing these changes, we believe they are too far reaching. This code was enacted to assure the condition of a rental property was safe for occupants. These changes go way beyond condition.

We, as owners of rental property in this municipality DO NOT NEED these changes. We ask that you NOT make these changes that have nothing to do with the condition of the property.

We will keep abreast of the progress of this action.

Lynn and Cynther Carman

Thank you,

Lynn and Cynthia Corman

the will keep abreast of the progress of this action.

We, as owners of rental property in this municipality DO NOT NEED these changes. We ask that you NOT make these changes that have nothing to do with the condition of the property.

condition

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Page 51 of 140



ALTOONA • JOHNSTOWN • MARTINSBURG

July 18, 2023

Bellefonte Borough &/or Bellefonte Borough Municipal Authority 236 W. Lamb Street Bellefonte, PA 16823

RE: PA State Association of Boroughs (PSAB) Safety Group Dividend Check

Dear Borough Council:

Congratulations!!!

Teeter Group, Keystone Insurers Group, and EMC Insurance are excited to announce the **13**th **Consecutive** year of paying a dividend in our Pennsylvania State Association of Boroughs (PSAB) Safety Group Dividend Program! The 22-23 program year is returning a 5.69% dividend. This program is offered *exclusively* by local independent Keystone Insurers Group agents like Teeter Group.

The cumulative dividend payments for the past 13 years totals \$4,797,657.26 an average dividend of 10.33% annually!!! Each year the dividend contributions are calculated using total earned premium with specific deductions, including total incurred losses, for all insured's enrolled in the program.

Your dividend check is enclosed for \$7,015.38.

PSAB has exclusively endorsed our program since 2002 for Pennsylvania Boroughs and we appreciate your continued participation in our program!! Please like, follow and share a comment, testimonial or review on one of our social media platforms like Facebook @teetergroup, Instagram @teetergroup or Google Reviews. We would love to see how you are using your dividend to improve your local community!

Thank you for your continued business! We appreciate the opportunity to continue serving you and your community!

Sincerely

April E. Ressler, CIC, CRM

President

3375 Lynnwood Drive, Altoona, PA 16602 104 W. Penn St, Martinsburg, PA 16662 1400 Eisenhower Blvd, Suite 102, Johnstown, PA 15904

Trusted Choice®

July 25, 2023

Shawn Weaver, Chief Bellefonte Police Department 236 W. Lamb Street Bellefonte, Pa. 16823

Chief Weaver,

I'm writing to ask you to pass my sincerest thank you and gratitude to any of your officers who were involved with an incident that occurred on July 10th, 2023, on S. Allegheny Street in Bellefonte.

I must apologize because I don't know what officers were involved, I can tell you their communications with me were very professional throughout the incident.

This incident all started when an hour plus phone call between John Englert and I ended abruptly, and I was unable to re-establish any communication with him. At approximately 1800 hours I called the Centre County 911 Center to request a welfare check. I was told a police officer would be sent to check on the situation.

I spoke with a police officer on at least 7 times throughout the evening and given the circumstances the communications with the officer(s) were very professional.

While the outcome with John was not what anyone wanted or expected, the fact that the officers working the incident were very professional with me each time we talked made things a bit less stressful for me.

Again, I apologize for not knowing who the officers were. None the less please pass my sincerest thank you along to them for their compassion and professionalism.

Sincerely

Ed Mann

(717) 480-8847 (cell phone) emann@providentins.com

Officer Brower & Officer Luse were the responding Officers



PROBLEMS WITH CROSSING THE STREET

- CHIMAID SAT THE DIAMIND
- SIGNAGE ANNOUNCING THE LAW AND THE COMENAS
- CRUSSING GUARDS ARMED WITH THE CAMENAS (7AM-6AM)
- POLICE PRESENCE DURING RUSH HOURS (7-83, and 4-6M)
- PLACEMENT OF CROSSING GUARAS
 - DIAMOND
 - HIGH (N. SPRING
 - BISHOP (N. SPMNG
 - HIGH and WATER
 - TALLEYRAND PARK (HIGH by the RR tracks)

FARMERS MARKET

- SWITCH TO SUNDAYS AFTERNOOMS (EVENINGS)

 - PARKING LOT ON HOWARD ST / PARKING E OF ON M. ALCEGARNYST. - ALLEY BEHIND WEPTLERS ACROSS FROM THE LIBRARY
 - TALLEYRAND PARK BEHIND SNO-CONES SHOPE
 - TALLEYRAND PARK IN THE GREEN SPACE BY THE GAZEBO
 - SATURDAYS
 - AROUND THE FORMICOLA FOUNTAIN AREA
- Page 54 of 140 billyd0555@yahoo.com 814-404-6514 (cell) (Over)

- HIRE "RUNNERS TO HELP WITH GROCENES (LAKCETHEMY)
 - HALLE A STAND TO SELL CARTS ON WHEELS
- YOU CAN'T PLEASE EVERY BOY

PROBLEMS WITH CROSSING THE STREET

CHIMAID THE THE DIAMINO -

- SIGNACE ANNOUNCING THE LAW AND THE CANCILAS

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- SATURDAYS

- ALBOND INS FORMILCOLA FOUNDAIN AREA

- PARKUMG IN STALLY MICHINGS AVAILABLE REPORTE SMO-CONES DIPEN



Press Release

For more information, contact: Sara Romage

Release date: July 28, 2023

Phone: (814) 238-2282 ext. 5141

Date: July 28, 2023

CATA FALL 2023 Service Changes Effective Thursday, August 17

The Centre Area Transportation Authority's (CATA's) Fall 2023 Full Service schedule will go into effect on Thursday, August 17, 2023. Service changes effective on this date include:

- The combined Northwest and Southwest CATAGO! microtransit zones, now introduced as the Centre Area West microtransit zone, will service the areas of Park Forest, Science Park, Pine Grove Mills, some neighborhoods within State College Borough, and the vicinity. This zone will operate Monday through Friday, 6:00 a.m. 8:00 p.m.
- The Bellefonte/Pleasant Gap CATAGO! mocrotransit zone will expand by one hour on Saturdays until 8 p.m.
- The Boalsburg CATAGO! microtransit zone's boundaries will be changed to include the many medical offices in Scenery Park.
- The CATABUS XB route will transition to CATAGO! microtransit service, which can be used from the Bellefonte area to access the CATABUS College Avenue Connector route at the Walmart/Ross/Harbor Freight stop with a free transfer.
- Based on ridership studies, Penn State University has discontinued funding the Red Link service to Mount Nittany Medical Center and Innovation Park. In lieu of the Red Link, Penn State will now be offering a weekday campus shuttle via their Beaver Avenue route that will serve Mount Nittany Medical Center and Innovation Park. For more information on Penn State University's plans, please visit https://transportation.psu.edu/. CATAGO! microtransit service will be available from 9 a.m. 8 p.m on Saturdays and from noon 8 p.m. on Sundays with a direct link from Beaver Avenue at Schlow Library/CATA Customer Service Center to Mount Nittany Medical Center.
- The CATARIDE fare will increase from \$4.00 to \$4.25. There will be no changes to the current \$2.20 CATAGO! or CATABUS fares.

For more information on Fall 2023 Full Service, please see CATA's website at https://catabus.com/fall23-service-changes/ or contact CATA's customer Service Center at (814)238-CATA(2282) during normal business hours.

For more information on CATAGO! microtransit service, please visit www.catabus.com/go.

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Bellefonte Borough Council Packet August 7, 2023

Trinity United Methodist Church

128 W. Howard Street Bellefonte, PA 16823 Phone (814) 355-9425

July 26, 2023

Bellefonte Borough Council Bellefonte Borough 236 W. Lamb Street Bellefonte, PA 16823

Dear Council Members,

I have recently corresponded with Ralph Stewart and Gina Thompson and proposed a homeless emergency shelter for the property at our church at the corner of Spring and Howard Streets. Gina explained that first floor residential housing is not permitted in the Commercial District and, therefore, temporary housing structures would not be permitted. She also said there is currently no language in your ordinances that addresses temporary housing.

As I'm sure you are aware, the homeless have no place to go in Bellefonte. As you may not be aware, Trinity Bellefonte has been providing lodging to homeless individuals in motels, B&Bs, Airbnbs and private homes for the past few years. We'd like your help to provide a more accessible emergency facility. Please visit https://palletshelter.com/products/shelter-64/ for information about the structures we are proposing. You will note that these are small, practical, movable structures. Many towns and cities are using structures like these to provide temporary accommodations for homeless individuals.

Please consider adding language to the Commercial zoning ordinances to allow this type of temporary emergency shelter on the lawn of our church. We would also like to attend a council meeting to talk to you personally and answer questions.

Thank you for your time in reviewing this information and your consideration of our request.

Be Blessed,

Linda Mundy Boone Outreach Chairperson

Linda Hundy Boone

cc: Doug Conway



SPECIAL EVENT PERMIT APPLICATION

Applications for special events must be submitted no less than sixty (60) days prior to the proposed event, or ninety (90) days prior if the event includes closure of State highways, to address below or emailed to: boro@bellefontepa.gov

NOTE: Completed applications, including all supporting documentation, are required for final approval. Pending applications (submitted and under review) that are still considered incomplete ten (10) calendar days prior to the proposed event will automatically be denied.

It is understood that not all sections of this application form will apply to every Special Event Permit. If certain sections are not applicable, please indicate N/A in the space provided. You will be contacted if additional information is required.

| EVENT INF | ORMATION |
|---|--|
| | vent (circle all that apply): |
| Use of Park | Foot Race |
| Closing of Public Streets | Bicycle Race |
| Parade | Other |
| Description/Name of Event Bellefonte Under | rthe lights, Block Party |
| | |
| On a separate sheet or in a letter, please provide a DETA | AILED narrative description of the event. Attach copy of |
| program/brochure if available. | |
| Event Lo | cation(s): |
| If Talleyrand Park, [] Gazebo Side [] Figure 8 Side | Both Sides |
| Sculpture Garden [] | 13000 01000 |
| Date(s) of Event: Oct. 20, 2023 | |
| Rain Date(s): Oct. 27, 2023 | |
| Event Hours: 6:00 pm - 9:00 pm | |
| Set up Date/Hours: 12 PM OCH. 20 | If Walk/Race, Start/End times: |
| Breakdown Hours: 11 PM Oct. 20 | Estimated Attendance: |
| Approximate number of persons volunteering or | 500 Idepending on |
| working the event: 30-60 | 500 [acapacity limits of area |
| Organization Applying for the Permit: Downto | wn Belletoute Inc. |
| Is sponsoring Organization a 501c3 non-profit charitable | |
| Organization Address: 221 W. High St. # | -1300 Beliefonte PA 16823 |
| Event Coordinator Name: Kuthleen Amn | con |
| Event Coordinator Phone: 814-548-7532 | |
| 24/7 contact/Cell (contact during event): | 412-901-0010 |
| Email for contact person: Kathleen Edown | town bell-efontling com |

| | STREET/I | OT CLOSURE | |
|--------------------------------------|------------------------|------------------------|--|
| Streets To Be Closed | Duration | 01 02000112 | Location (from/to) |
| W. Cherry Lane | 12 pm - 1 | 1 Pm | & socion St-S Alleginer |
| Perry Lange | | ipm | S. spring St-S. Allegner W. Bisnop St. W. Chern |
| potential closure of | 101 -111 | 717 | w. Bistopsi. w. Orieria |
| waste snop parione | 1H 2 DM- | 11 DW | |
| West Parking Lot (circle) | North Parking L | | Couth Daubing Lat Joingle |
| Written description of route and/or | | | South Parking Lot (circle) |
| NOTE: If a State Route is propose | d to be closed Penn | DOT Form TE 200 r | nust be filed with Penn DoT. Please |
| print form from the Borough's web | vite vian and culmit | with this application | nusi be jueu with Fenn Do1. Fleuse |
| | sire, sign una suomii | with this application | 7. |
| Diama Carratifician in the Lite | | | |
| Plans for notifying residents and b | usinesses on streets t | 'o be closed: Attach d | а сору |
| of any flyer/communication to be a | isseminated. | ^- | |
| Morlar in Salon, Dollar | treneral ber | la Mercuntil | e, Waffle Shop, Smokers |
| MICHADOM MIDSICI | Ma any re | siderifs wi | 11 DE MOTIFIED. |
| Will your | event need? Circle | all that apply and pr | ovide details |
| It is understood by the Applicant/S | ponsor that | | |
| Police Assistance | | | |
| Medical Services | | | |
| Traffic control by Fire Police | | Formailable | e to volunteer |
| Road Signs | | Closure si | ans if possible |
| Electrical Service | | | ts & eclectricity Mookly |
| Water Service | | 9.0 | The state of the s |
| Traffic cones or Barricades | | Sawhorse | S |
| Street Sweeping | | | |
| Refuse collection/Recycling Service | D | Bins 4 trush | collection/recycling col |
| | Event Have? Circle | all that apply and pr | ovide details |
| Banner(s), number/location. Pleas | | | |
| completed Borough Banner Applica | | | |
| Food & Drink for sale? If yes, have | | Businesse | is will be motified |
| existing food businesses within 150 | of Event? | | ¥ |
| Live Entertainment/Amplification |) | not yet c | onfirmed |
| Will alcoholic beverages be availab | | Alcohol venu | dors have not been confi |
| location and safe guards - map of s | | as of applic | action. |
| checking proof of age, PA LCB app | roval, etc. Please | Proper doc | orments will be |
| attach documents | | SUK | omitted |
| Animals, If yes, number/ type | | | |
| Tent(s), Stage(s), or temporary stru | | Tents, touble | s, chairs, bistro lights |
| Portable toilets and/or Hand Wash | ng Stations | Lacations | to be determined |
| If yes, Location, delivery, pick up? | | | |
| Any request for Borough property n | | | |
| ensure availability and appropriate | ness for the requeste | d event. A deposit fee | e may |
| apply. The use of Bellefonte Borou | gh employees, servic | es and equipment is s | subject to approval by Bellefonte |
| Borough council. All employee tim | e should be incurred | during normal hours | s. Any additional expenses incurred |
| can be charged to the sponsor orga | nization at the direct | ion of Bellefonte Bor | ough council upon approval of |
| permit. | | | |

Bellefonte Borough Council Packet August 7, 2023

Waiver of Liability

As the applicant for this event, I agree to abide by the terms and conditions of the Borough of Bellefonte and the conditions of the approved application. Special Event Permit approval is limited to the approval for conducting certain activities on public property, which includes, but is

not limited to, streets, alleys, public parking lots, park lands, and other public facilities as described and approved in the Special Event Permit. I agree to be responsible for any damage to Borough property and to replace any Borough Property lost or stolen as a result of this event. I have attached the required Certificate of Comprehensive General Liability Insurance in the amount of at least \$1 million for each occurrence and \$2 million aggregate for property damage, which policy names the Borough as an additional insured (contact any insurance provider to secure this policy).

By Signing and submitting this Special Event Permit Application, sponsor agrees to indemnify, defend, and hold harmless the Borough of Bellefonte and its employees, officers, and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Sponsor's act or omission or negligence or fault of the Sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or losses arising from willful or grossly negligent acts of the Borough of Bellefonte, its elected and appointed officials, agents, employees, and authorized volunteers. Name of Event Sponsor: Downtown Bellefonte MC. Authorized Signer (Print): Kethyleen Annual Programming Manager Date Signed: August 2, 2013 Approval Date: With Conditions:

| OI | FICIAL USE ONLY | |
|-------------------------------------|-----------------|---------------|
| Borough Staff Review | Date Received | Date Approved |
| Police Chief (or designee) | | |
| Costs: | | |
| Comments: | | |
| | | |
| Public Works Director (or designee) | | |
| Costs: | | |
| Comments: | | |
| Borough Manager (or designee) | | |
| Costs (beyond application fee): | | |
| Comments: | | |
| | | |
| | | |

August 3, 2023



Dear Bellefonte Borough Council,

Downtown Bellefonte Inc. recognizes how beloved the Bellefonte Under the Lights event has become to the community over the last four years. That is why this year we feel that it's important for us to continue to host the **Under the Lights** event, even though the event will look different from the previous year's event that everyone knows and loves. At its core, it will still function as a DBI fundraiser with the focus of promoting Bellefonte area businesses and community.

A major focus of Under the Lights has always been on the activation and usage of an underutilized part of town. This worked well with previous Under the Lights at the waterfront, and we recognize that by moving the location of this year's event, we can bring a renewed focus to another part of town.

DBI would like to host Under the Lights this year as a communal block party at the Spring Street Municipal Lot. There will be an entrance fee and a "pay as you go" model for guests to interact with Bellefonte restaurants who will be serving food and a number of members from the Central PA Tasting Trail serving their craft beverages. Guests will be encouraged to "bring your own tableware" and we will partner with local businesses to be on hand to sell plates to those who need them.

Attendees will be given a wrist band after paying and presenting proof of age to a RAMP certified volunteer. Beverage sales will be by the glass only and not bottles. Event boundaries will be clearly marked with signs and alcohol will not be permitted off-site.

We are requesting approval for the updated version of this event as outlined below for 2023.

Bellefonte Under the Lights, Block Party

Fundraiser for Downtown Bellefonte Inc.

We feel that it's important for the community for us to maintain the Under the Lights event even in this instance where the event layout has changed.

Date: Friday, October 20, 2023

Time: Event time: 6pm - 9pm on Friday; will

start setting up at noon on Friday and will have clean up completed by 11pm.

Rain Date: Friday, October 27, 2023

Location: We request the following closures from 12 am - 11 pm Friday, October 20, 2023. The complete closure of the Municipal Street South parking lot as the event venue. Closures of both W. Cherry Lane from S. Spring Street to S. Allegheny Street, and Perry Lane from W. Bishop Street to W. Cherry Lane

will give the event more space and a boundary provided by buildings. Affected businesses and the community will be properly notified of the closures in advance.



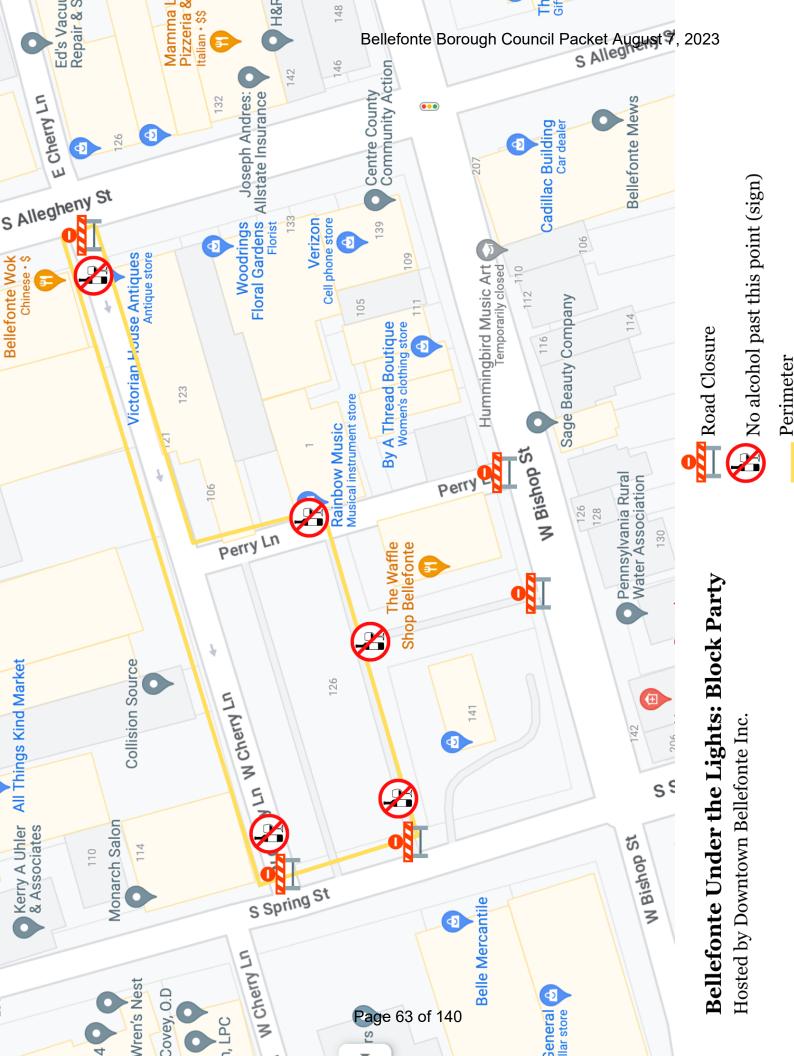
Security:

Perimeters will be established on two sides with the two road closures and existing buildings. The other side (facing The Waffle shop) will be established with vendor booths and volunteers tables, registration tables will be at the Spring Street entrances of the parking lot. Please see the event map included in this application. Like past years, we will work with the Police Department and Fire Police (based upon their availability) to provide the utmost safety to our ticket-holders.

Special event insurance has been secured with the Bellefonte Borough included as an additional party insured.

Thank you for your consideration,

Kathleen Ammon, Community and Programming Manager, Downtown Bellefonte Inc.



BELLEFONTE BOROUGH COUNCIL

Regular Meeting MEETING MINUTES July 17, 2023- 7:30 p.m.

236 West Lamb Street, Bellefonte, Pennsylvania 16823

www.bellefonte.net

I. CALL TO ORDER

The July 17, 2023 meeting of the Bellefonte Borough Council was called to order at 7:30 p.m.

II. PLEDGE OF ALLEGIANCE (followed by a moment of silence)

III. MEMBERS PRESENT Mr. Kent Bernier

Mr. Randall Brachbill Ms. Deborah Cleeton Ms. Barbara Dann Mr. Douglas Johnson

Ms. Shawna McKean (Zoom)

Ms. Rita Purnell

Ms. Johanna Sedgwick

Ms. Joanne Tosti-Vasey (Excused) Mayor Buddy Johnson (Excused)

STAFF PRESENT Mr. Ralph Stewart, Borough Manager

Mr. Don Holderman, Assistant Borough Manager

Mr. Shawn Weaver, Police Chief

Ms. Gina Thompson, Planning, Zoning & HARB Administrator

IV. ADDITIONS TO THE AGENDA

Mr. Brachbill requested to add Approval of the Recommendations from the meeting with the Bellefonte Fire Department Executive Committee. This item will be added under New Business.

Brachbill motioned and Bernier seconded to approve adding the above item to the agenda under New Business. No discussion. Roll Call Vote. Mr. Brachbill abstained as he is part of the committee. Motion carried, and the item will be added to the meeting agenda.

| Mr. Kent Bernier <i>yay</i> | Ms. Shawna McKean yay |
|-----------------------------|----------------------------|
| Mr. Randy Brachbill abstain | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey n/a |
| Mr. Doug Johnson yay | |

V. PUBLIC COMMENT - Agenda and Non-Agenda/General Items and Comments

Vanessa Casio spoke regarding her organization, Safe Routes Partnership – a national organization working with communities to make it easier to bike and walk. This organization

works to help make community parks safer, more convenient, and accessible for people of all ages and abilities. Bellefonte is one of the 4 communities selected in 2023 to participate in the program. The 2 parks selected are Talleyrand Park and Masullo Park.

Kevin Raymond spoke regarding our local farmer's market. He is excited we have a farmer's market and he offered thoughts and suggestions to help improve the farmer's market. He feels the location is a challenge and suggested possibly moving the location of the market.

Bill Shuey spoke regarding the Rental Housing Code Ordinance in the borough and the utility costs to the landlords. It was clarified that the issue he referenced was a misunderstanding and intended only to let potential renters know what they may expect in utility bills for a given rental property. He listed several other issues he took exception with.

Brian Witmer spoke regarding the Rental Housing Code Ordinance. He discussed several issues he did not agree with in the Code. He specifically cited Section 803.3 No 17. Council requested that this resident email Council with his concerns so they can more closely review the information he presented. The resident specified items 1104.1 (Firearms), 1105.1 (Alarm System Permit), 803.3/17, 101.6, 101.3 (Health and Safety).

Chris Hench, the President of the Bellefonte Farmer's Market Association (BFMA), spoke regarding the Farmer's Market. He mentioned that the goal of the BFMA is to bring a nice, Producer Only Market to the area. They continue to look for a suitable and safe location for the market.

VI. COMMUNICATIONS

Community Mental Wellness and Resilience Act of 2023 Flyer. No Council action requested.

Proposed detours regarding the courthouse retaining wall project. If Council members have comments, please let the Borough Managers know by Thursday, July 20, 2023, No Council action requested.

VII. CONSENT AGENDA

Consent Agenda includes the following items:

| 1. General | Council Meeting Minutes July 5, 2023 |
|------------|--------------------------------------|
| 2. Finance | Stover McGlaughlin Invoice June 2023 |

Brachbill motioned and Dann seconded to approve the Consent Agenda. No discussion. Roll Call Vote. Motion carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|-------------------------|----------------------------|
| Mr. Randy Brachbill yay | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Bellefonte Borough Council Meeting July 17, 2023 Page 3

VIII. REPORTS

Police - Chief Weaver

Chief submitted a report and asked if any members had questions. He also mentioned the safety study on Potter Street. He said they pinpointed the time of day when most speeding issues occur with is 7:00 am.

Office of Community Affairs (OCA)/Historical and Architectural Review Board (HARB)

Items of interest: Ms. Thompson reminded Council about the Safe Routes program meetings. She strongly encouraged Council to be active participants in the program.

Liaison Reports (Reports were submitted)

Nuisance Codes

The new Nuisance Code Enforcement Officer, John Cabibbo, (<u>jcabibbo@bellefontepa.gov</u>), introduced himself and gave a short report.

Borough Manager (Report Submitted) **Assistant Borough Manager** (Report Submitted)

IX. CURRENT and OLD BUSINESS

Vehicles and Traffic Parking Ordinance

Bernier motioned and Dann seconded to approve the Vehicles and Traffic Parking Ordinance draft as presented. Discussion included clarification of the hours of the meters. A member suggested changing the hours of the meters from 8:00 am - 8:00 pm to 9:00 am-6:30 pm. There was discussion regarding why the hours of the meters were changed.

Mr. Brachbill motioned to change the hours of the meters. There was no second so the motion failed.

Roll Call vote for the original motion. Motion carried with on Nay vote.

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|------------------------|----------------------------|
| Mr. Randy Brachbill no | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Rental Housing Code Ordinance.

Cleeton motioned to approve the Rental Housing Code Ordinance draft as presented. There was no second to approve.

Brachbill motioned to table this approval pending further review. Cleeton seconded. Motion carried.

Bellefonte Borough Council Meeting July 17, 2023 Page 4

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|-------------------------|----------------------------|
| Mr. Randy Brachbill yay | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Railroad Street Bridge Project – ROW Resolution No. 07172023-01 and Declaration of Taking by Eminent Domain.

Bernier motioned and Brachbill seconded to approve the Railroad Street ROW Resolution for Condemnation of Real Property Resolution No. 07172023-01, and to approve the Declaration of Taking by Eminent Domain. Discussion included clarification of the location. Roll Call Vote. Motion carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|-------------------------|----------------------------|
| Mr. Randy Brachbill yay | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Traffic Signal Maintenance Agreement Resolution No. 07172023-02.

Brachbill motioned and Dann seconded to approve the Traffic Signal Maintenance Agreement Resolution No. 07172023-02. Discussion included clarification of which lights were included in the resolution. It was clarified that it includes lights on Allegheny/Bishop, Wilson/Bishop and Linn/Allegheny Streets. Roll Call Vote. Motion carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|-------------------------|----------------------------|
| Mr. Randy Brachbill yay | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Petition to vacate a portion of West Lamb Street Public Hearing is scheduled for the August 21st, 2023 Business Meeting, during the work session. It was clarified that the hearing will discuss parking in that area. No Council action requested.

X. NEW BUSINESS

Request for Street Closure: S. Potter Street from CVS to JJ Powell on August 27th, 2023 1:00 pm-4:00 pm for a Safe Routes Community Event.

Cleeton motioned and Dann seconded to approve the closure of S. Potter Street from CVS to JJ Powell on August 27th, 2023, 1:00 pm-4:00 pm for the Safe Routes Community Event. Discussion included Mr. Stewart clarifying the approval is conditional on the actual location of the detour, which will be determined closer to the event. It was also clarified that the Water Street repair/detour should be completed before this date and should not impact the closure/detour. A concern was raised regarding the residents at the end of Potter Street being

Bellefonte Borough Council Meeting July 17, 2023 Page 5

able to access their residences during the closure. It was clarified the closure would be open to "local traffic only". Roll Call Vote. Motion carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean | yay |
|-------------------------|------------------------|-----|
| Mr. Randy Brachbill yay | Ms. Rita Purnell | yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick | yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey | N/A |
| Mr. Doug Johnson yay | | |

Farmer's Market request to move from Gamble Mill Parking lot to either Howard Street between Allegheny St and Locust Lane or the Annex side of Talleyrand Park (Figure 8) every Saturday from May-October 9:00 am-1:00 pm.

Bernier motioned and Cleeton seconded to approve the closure of Howard Street between Allegheny St and Locust Lane on Saturdays 9:00 am-1:00 pm from May-October. A council member expressed concern about closing Howard Street, she noted that the drive-up customers for the First National Bank would be impacted 6 months out of the year. She suggested an alternative location. She also mentioned 2 community groups use that area for summer events and their events could also be impacted.

Brachbill motioned and Dann seconded to table this item pending further discussion and review. Roll Call Vote. Motion to table carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|-------------------------|----------------------------|
| Mr. Randy Brachbill yay | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Request for Street Closure: Smith + Front requesting to close Dunlap Street on November 25th, 11:00 am- 4:00 pm and December 9th & 10th 10:00 am- 4:00 pm for Vendors.

Brachbill motioned and Purnell seconded to approve road closure request for Dunlap Street on November 25th 11:00 am- 4:00 pm and December 9th & 10th 10:00 am-4:00 pm for Vendors. Roll Call Vote. Discussion included clarification of the location. It was clarified that the closure is closer to the Gamble Mill, not High Street. It's the parking lot in front of the Gamble Mill.

Brachbill motioned and Purnell seconded to amend the motion to make the approval conditional pending agreement by both the building and restaurant owner. Amended motion carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean yay |
|-------------------------|----------------------------|
| Mr. Randy Brachbill yay | Ms. Rita Purnell yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey N/A |
| Mr. Doug Johnson yay | |

Approval of the Recommendations from the meeting with the Bellefonte Fire Department Executive Committee, Actions 1 and 2.

- O Action 1: The consensus of the Bellefonte Fire Department Executive Committee is to have Chief Lohr appoint Logan Chief Bobby Salvanish, and Undine Chief Mark Rudella to work together during the period of July 17, 2023, to July 1, 2024, and have the authority to approve and sign invoices for payment as finance director.
- → Action 2: Tim Schreffler and John Hart will review the qualifications for the Bellefonte Fire Chief and report back to the Bellefonte Fire Department Executive Committee during the period of July 17, 2023, to July 1, 2024, and BFDEC will do a review of Chapter 35.

Brachbill motioned and Dann seconded to approve the recommendations from the meeting by the Bellefonte Fire Department Executive Committee. Discussion included clarification that the motion is basically giving power to the leaders to perform legal action on behalf of the Fire Department. Roll Call Vote. Motion carried.

| Mr. Kent Bernier yay | Ms. Shawna McKean | yay |
|-------------------------|------------------------|-----|
| Mr. Randy Brachbill yay | Ms. Rita Purnell | yay |
| Ms. Deb Cleeton yay | Ms. Johanna Sedgwick | yay |
| Ms. Barbara Dann yay | Ms. Joanne Tosti-Vasey | N/A |
| Mr. Doug Johnson yay | | |

XI. COUNCIL COMMENTS FOR THE GOOD OF THE ORDER

Members may offer comments regarding various events and issues within the Borough.

Mr. Bernier offered a trivia question. What is the nickname for the state of Nevada is. It is the "Silver State". The Capital of Nevada is Carson City. It was clarified that the questions should be PA trivia. (3) (Mental note for next time, Kent.)

Mr. Holderman is happy to be at the meeting tonight.

Mr. Brachbill mentioned the meeting of Spring Creek Watershed meeting will be held July 18, 2023 from 7:00 pm-8:30 pm in Council Chambers.

Ms. Cleeton asked if there is a projected start date for the Courthouse project. It was clarified that no start date has been announced.

Ms. Purnell encouraged residents and council members to see the movie "Sound of Freedom".

XII. ADJOURNMENT

Meeting adjourned at 8:30 p.m.

Bellefonte Borough Council Meeting Monday, July 17, 2023

| | | | BRIAN WITMER | Cuce the | Obris Vego | Levin Raymond | Jatash Rivers | Vancosa Casão | Jennity Schuster | Steph teters | MIRSCOT | Lopold Townsender | NAME (Please Print) |
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Stover McGlaughlin Attorneys & Counselors at Law

Bellefonte Borough Council Packet August 7, 2023

Bellefonte

122 East High Street Bellefonte, PA 16823 T: 814 355 8235 F: 814 355 1304 State College 919 University Drive State College, PA 16801 T: 814 231 1850 F: 814 231 1860

Please remit payment to Bellefonte Office

July 15, 2023

Bellefonte Borough c/o Ralph Stewart, Borough Manager Municipal Bldg. 236 W. Lamb Street Bellefonte, PA 16823

Solicitor

ACCOUNT NO. 12637.001 A INVOICE NO. 165376 JWS

Fees through 07/15/2023

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|------------|---|-------|--|
| JO/10/2023 | Telephone conference with Ralph, et al. re: Weis; Emails with Attorney Gaines | 0.50 | |
| 06/20/2023 | Emails with Ralph; Legal research re: nonconforming registration; Appear for Executive Session; Letter to Lucas | 2.00 | |
| 06/26/2023 | Emails re: Weis Markets | 0.20 | |
| 06/27/2023 | Emails with Attorney Gaines re: discovery, etc. | 0.20 | |
| 06/28/2023 | Review Ambrose Heinz letter; Review Gaines Letter; Email to Ralph; Telephone call from Heinz | 0.50 | |
| 07/05/2023 | Emails with Ralph Stewart; Review Seda-Cog Agreement; review Seda-COG Deed; Appear for executive session | 1.80 | |

| | Please De | etach and Return This Portion | n With Your Remittanc | e | |
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| Please Charge \$ | on the follow | | Amount Remitted: | | |
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Page 71 of 140

| Bellefonte Borough |
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Bellefonte Borough Council Packet August 7, 2023 Fage: 2 July 15, 2023

ACCOUNT NO:

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INVOICE NO.

165376

Page: 2

Solicitor

| 07/06/2023 | | HOURS | | | | | | |
|------------|---|----------------------------|-----------------------|------------------------|-------------------|----------|--|--|
| 0770072023 | Emails with Ralph Stewar Attorney Heinz | | 0.50 | | | | | |
| 07/07/2023 | Emails with R. Stewart an | d Attorney Heinz and A | Attorney Larrabee | | 0.20 | | | |
| 07/10/2023 | Telephone call from Attor | ney Levandoski; Email | to Ralph and Dor | 1 | 0.30 | | | |
| 07/11/2023 | Email and telephone confe Attorney Dupuis; Email to | | 0.60 | | | | | |
| 07/13/2023 | Emails; Review document | s in re: Railroad Street | Declaration of Ta | king | 0.60 | | | |
| | FOR CURRENT SERVI | CES RENDERED | | | 7.40 | 1,369.00 | | |
| | | RECAPITULA | ΓΙΟΝ | | | | | |
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WE NOW ACCEPT PAYPAL. PAYMENTS CAN BE SENT TO **INFO@NITTANYLAW.COM**

PAYMENTS RECEIVED AFTER THE STATEMENT DATE WILL BE REFLECTED ON NEXT MONTH'S STATEMENT Page 72 of 140

| SF BUDGET VS ACTU | Borough of Bellefont | 0000/00/0 |
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Annual Budget

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| Actual 573.00 120.00 240.00 126.82 0.00 50.00 975.00 119.79 0.00 315.00 | 65,588.76 | 750.00 57.38 50.00 25.00 39.38 299.00 111.44 30.00 0.00 0.00 140.00 250.00 0.00 70.00 70.00 750.00 576.94 0.00 549.35 893.25 |) |
| 401.320. IT SERVICES EXPENSE - EXEC 401.321. TELEPHONE EXPENSE - EXEC 401.324. CELL PHONE EXPENSE - EXEC 401.325. INTERNET EXPENSE - EXEC 401.342. PRINTING EXPENSE - EXEC 401.344. COPY EXPENSE - EXEC 401.351. COMMERCIAL INS EXPENSE-EXEC 401.354. WORKERS COMP INS - EXEC 401.354. WORKERS COMP INS - EXEC 401.361. ELECTRICITY EXPENSE - EXEC 401.410. CONF/MEETING EXP-EXEC 401.420. DUES/SUB/MEMBERSHIP EXP - EXEC | Subtotal - Executive | 401.901. MAYOR STIPEND EXPENSE 401.902. MAYOR SOCIAL SECURITY EXPENSE 401.910. MAYOR OFFICE SUPPLIES EXP 401.915. MAYOR POSTAGE EXPENSE 401.917. MAYOR DATA PROCESSING EXP 401.920. MAYOR IT EXPENSE 401.921. MAYOR PHONE EXPENSE 401.921. MAYOR PHONE EXPENSE 401.922. MAYOR SUPPLIES EXPENSE 401.942. MAYOR SUPPLIES EXPENSE 401.943. MAYOR ADVERTISING EXPENSE 401.944. MAYOR COPY EXPENSE 401.944. MAYOR COPY EXPENSE 401.945. MAYOR DUES/MEMBER/SUB EXP 401.946. MAYOR CONF/SEM EXPENSE 401.961. MAYOR CONF/SEM EXPENSE 401.961. MAYOR ELECTRICITY EXPENSE 401.961. MAYOR RISCELLANEOUS EXPENSE 401.961. MAYOR MISCELLANEOUS EXPENSE 402.900. TREASURER STIPEND EXPENSE 402.901. TREASURER STIPEND EXPENSE 50btotal - Treasurer 403.951. R/E TAX COLL SALARY EXPENSE 403.952. R/E TAX COLL PAINING EXPENSE 403.954. R/E TAX COLL PAINING EXPENSE 403.955. R/E TAX COLL PAINING EXPENSE 403.955. R/E TAX COLL PAINING EXPENSE 403.955. R/E TAX COLL PAINING EXPENSE | 7 |

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| | | Bellefonte Borough Council Packet August 7, 2023 |
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| Percent of Budget 0.00% | 72.47% under | 51.12% 51.23% 122.85% CLCC 60.11% 9.15% 95.10% 50.20% 50.31% 167.88% CLCC 0.00% 65.49% 0.00% 65.49% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 34.02% 0.00% 34.02% 0.00% 52.53% 94.74% 40.27% 52.53% 53.94% 52.53% 53.94% 52.53% 53.94% 52.53% 53.94% 52.53% 53.94% 52.53% 53.94% 52.53% 53.94% 53.95% 53.95% 53.95% 53.95% 53.95% 53.95% 53.95% 53.95% 53.95% |
| Pe Over/Under of E 1,125.00 | 2,562.96 | 155,198.62 11,704.38 19,147.04 18,162.96 175.00 361.04 844.77 1,281.57 827.32 827.32 827.32 (678.44) 5,700.00 (678.44) 5,700.00 762.00 762.00 1,518.99 25.00 1,518.99 25.00 1,518.99 25.00 5,305.48 (722.85) 798.08 270.00 |
| Annual Budget 1,125.00 | 9,310.00 | 317,500.00 24,000.00 48,000.00 3,575.00 1,700.00 1,600.00 1,700.00 1,600.00 2,500.00 2,500.00 1,1,000.00 1,440.00 1,500.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,700.00 1,700.00 1,700.00 1,700.00 1,700.00 3,200.00 1,700.00 1,700.00 3,200.00 1,700.00 3,200.00 1,700.00 3,200.00 1,700.00 3,200.00 1,700.00 3,200.00 3,200.00 3,200.00 3,200.00 3,000.00 |
| Y-T-D Actual | 6,747.04 | 162,301.38 12,295.62 49.14 28,852.96 1,830.04 3,400.00 3,63.96 855.23 318.43 47.68 71.23 335.76 0.00 1,637.27 1,278.44 2,295.46 0.00 1,278.44 2,295.46 0.00 1,278.44 2,295.46 0.00 1,278.44 2,295.46 0.00 1,278.44 2,295.46 0.00 1,278.44 2,295.46 0.00 1,278.44 2,200.00 1,376.77 957.18 720.00 1,681.01 450.00 1,681.01 450.00 1,681.01 1,681.01 227.34 2,699.52 1,167.34 2,384.71 26.00 |
| 403.958. R/E TAX COLL BOND EXPENSE | Subtotal - Real Estate Collection | 406.112. SALARY EXPENSE - GG 406.192. SOCIAL SECURITY EXPENSE - GG 406.193. ENROLLMENT/ADMIN EXP-PMRS-GG 406.193. ENROLLMENT/ADMIN EXP-PMRS-GG 406.194. HEALTH INS EXPENSE - GG 406.195. HEALTH CARE EXP-IN HOUSE - GG 406.195. LIFE INS EXPENSE - GG 406.196. LIFE INS EXPENSE - GG 406.210. OFFICE SUPPLIES EXPENSE - GG 406.221. FUEL EXPENSE - GG 406.231. FUEL EXPENSE - GG 406.241. MATERIALS & SUPPLIES EXP - GG 406.242. SAFETY COMMITTEE EXPENSE - GG 406.240. MINOR EQUIPMENT EXPENSE - GG 406.300. UPDATE CODES EXP - GG 406.301. LEGAL EXPENSE - GG 406.310. LEGAL EXPENSE - GG 406.311. AUNTORIAL SERVICES EXP - GG 406.312. JANITORIAL SERVICES EXP - GG 406.313. FIRE PERMIT-BORO BLDG-GG 406.314. ANITORIAL SERPENSE - GG 406.325. INTERNET EXPENSE - GG 406.331. TRAVEL EXPENSE - GG 406.332. GPS FEE EXPENSE - GG 406.333. GPS FEE EXPENSE - GG 406.331. TRAVEL EXPENSE - GG 406.332. MORKER'S COMP INS EXP - GG 406.331. BLOG/PROPERTY MAINT/REP EXP- GG 406.332. MORKER'S COMP INS EXP - GG 406.333. GPS FEE EXPENSE - GG 406.334. MORKER'S COMP INS EXP - GG 406.335. MORKER'S COMP INS EXP - GG 406.336. DES/SUB/MEMBERSHIPS EXP - GG 406.332. OFFICE EQUIP RENTAL EXP - GG 406.332. DES/SUB/MAINT EXP - GG 406.332. DES/SUB/MAINT EXP - GG 406.332. MISCELLANEOUS EXPENSE - GG |

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GF BUDGET VS ACTUAL Rorollah of Bellefonte

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| Percent of Budget | 49.97% UNCU | 49.24% 8.73% 38.20% | 38.17% 0.00% ひどむ | 10.17% | 24.54% 52.56% | 24.65% | 25.01% 25.72% | 63.99% | 42.54% | (32.0 %00.0 0.00 %00.0 | 48.04% | 7.03% | 53.02% | 0.00% 0.00% | 23.00% | 48.47% | 35.08% | 31.77% | 3.27% | 32.77% | 16.48% | 0.00% | 71.09% | 3.03% | 0.00% | 98.06% | 04:31 % 40 60% | 34.25% | 44.44% | 17.70% | 30.31% | 46.63% 0.00% | 38.31% | 0.00% |
|----------------------|-------------------------------|--------------------------------------|--|---|---------------------------|------------|--|------------------------|---------------------------------------|---------------------------|-----------|--------|------------------------------------|----------------|------------------------|----------|----------|---|--|-----------|------------------------|--|---|---------------------------------------|----------|---------------------------------|--------------------|---------------------------------------|----------|--------|------------------------------------|--|----------|-------|
| Over/Under | 255,856.20 | 427,408.28 31,943.12 27,561.95 | 2,111.55 (893.04) | (26,950.00) | (99,856.02) 5,747.60 | (1,446.70) | (19,257.02) | 16,922.95 | 4,596.94 | (24.30) | 6,780.34 | 585.68 | 1,346.00 | 99.760.00 | 11,550.71 | 1,571.78 | 941.34 | 648.14 | 653.29 842.79 | 15,464.00 | 4,176.22 | 500.00 | 7,302.49 | 8.726.92 | 1,300.00 | 48.56 | 3 980 00 | 18,082.09 | 1,333.50 | 49.38 | 1,338.00 | 960.60 | 1.295.40 | 25.00 |
| Annual Budget | 511,400.00 | 842,000.00 35,000.00 44,600.00 | 3,415.00 0.00 | (30,000.00) | (132,500.00) 12,115.00 | (1,920.00) | (25,680.00) (40,000,00) | 47,000.00 | 8,000.00 | 00:00 | 13,050.00 | 630.00 | 2,865.00 | 99.760.00 | 15,000.00 | 3,050.00 | 1,450.00 | 950.00 | 950.00 | 23,000.00 | 5,000.00 | 500.00 | 8,500.00 | 9,000.00 | 1,300.00 | 2,500.00 | 800.00 6 700 00 | 27,500.00 | 2,400.00 | 00.09 | 1,920.00 | 1,800.00 | 2.100.00 | 25.00 |
| Y-T-D Actual | 255,543.80 | 414,591.72 3,056.88 17,038.05 | 1,303.45 893.04 | (3,050.00) | (32,041.36) 6,367.40 | (473.30) | (6,422.98) | 30,077.05 | 3,403.06 | 24.30 | 6,269.66 | 44.32 | 1,519.00 | 213,108.83 | 3,449.29 | 1,478.22 | 508.66 | 301.86 | 107.08 | 7,536.00 | 823.78 | 0.00 | 1,197.51 8 527 85 | 273.08 | 0.00 | 2,451.44 | 014.5 | 9,417.91 | 1,066.50 | 10.62 | 582.00 | 839.40 | 804.60 | 00.0 |
| | Subtotal - General Government | | 410.117. SS EXP-OFFICE STAFF-POL 410.118. RETIREMENT EXPENSE-OFFICE-POL | 410.126. REIMB FOR SPECIAL POLICE SERVI | | | 410.161. REIMB FOR SRO RETIREMENT - POL 410.162. REIMB FOR SRO INS - POLICE | OVERTIME WAGES EXP - F | 410.181. COMP TIME WAGES EXP - POLICE | | | | 410.195 INSUKANCE EXPENSE - POLICE | | HEALTH CARE EXP-IN HOU | | | 410.215. POSTAGE EXPENSE - POLICE 410.917. SHIPDING EFES EXP. DOLICE | 410.256.JANITORIAI SUPPLIES EXP-POLICE | | CLOTHING & UNIFORM EXI | 410.239. UNIFORM EXP-PARI-IIME OFF-POL | 410.242. IMALERIALS & SUPPLIES EXP - POL 410.251 VEHIC & FOLIIP MAINT EXP-POLICE | 410.260. MINOR EQUIPMENT EXP - POLICE | | 410.314. LEGAL EXPENSE - POLICE | | 410.320. IT SERVICES EXPENSE - POLICE | | | 410.324, CELL PHONE EXPENSE-POLICE | 410.325. INTERNET EXPENSE - POLICE 410.327 RADIO MAINTENANCE EXP - POLICE | | |

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| Percent of Budget | 35.31% 0.00% | 84.48% | 26.12% | 23.20% | 37.50% | 62.96% | 7.13% | 105.88% こじむし | 71.43% 34.09% | 0.00% | 0.00% | %10.10 | 12.50% | 41.86% | 60.63% | 91.65% 100.00% ALME | • | 99.87% Lone | 85.00% | 0.00% 0.00% | 249.55% conclus | 48.88% 48.77% 0.00% 71.43% | 48.85% condle | 0.00% 36.04% 50.00% 100.00% 138.50% ひばん 0.00% 16.63% 45.96% 0.00% 13.94% |
|----------------------|--------------------|--|-----------|--|---------------------|---------------------|----------|----------------------------------|----------------------|---|-----------|-----------|----------|----------|---------------------|---|--------|-------------|--------|--|-------------------|---|----------------------------|---|
| Over/Under | 1,196.80 150.00 | 50.45 650.00 | 24,231.68 | 24,575.84 | 1,000.00 | 500.00 | 1,857.50 | (111.75) | 471.40 725.00 | 75.00 | 15,820.00 | 11,305.00 | 1,750.00 | 2,616.46 | 49.21 | 00.159 | 750.00 | 2.57 | 30.00 | (150.00) | 739,797.91 | 1,533.75 117.83 50.00 30.00 | 1,731.58 | 2,000.00 39,013.67 25.00 0.00 (77.00) (138.00) 750.35 648.47 500.00 |
| Annual Budget | 1,850.00 | 325.00 650 00 | 32,800.00 | 32,000.00 | 1,600.00 | 1,350.00 | 2,000.00 | 1,900.00 | 1,650.00 | 75.00 | 15,820.00 | 11,305.00 | 2,000.00 | 4,500.00 | 125.00 | 7,800.00 | 750.00 | 1,970.00 | 200.00 | (150.00) | 1,466,265.00 | 3,000.00 230.00 50.00 105.00 | 3,385.00 | 2,000.00 61,000.00 50.00 125.00 200.00 900.00 1,200.00 2,000.00 |
| Y-T-D Actual | 653.20 | 2/4.55 | 8,568.32 | 7,424.16 | 600.00 | 850.00 | 142.50 | 2,011.75 | 375.00 | 0.00 | 9 540 01 | 0.00 | 250.00 | 1,883.54 | 7.19 | 7,149.00 | 0.00 | 1,967.43 | 170.00 | 0.00 | 726,467.09 | 1,466.25 112.17 0.00 75.00 | 1,653.42 | 21,986.33 25.00 125.00 277.00 138.00 149.65 551.53 0.00 |
| | | 410.342. PRINTING EXPENSE - POLICE 410.344. COPY EXPENSE - POLICE | 351. | 410.354. WORKERS COMP INS EXP - POLICE | ELECTRICITY EXPENSE | NATURAL GAS EXPENSE | | 410.376. VASCAR EXPENSE - POLICE | INVESTIGATION EXPENS | 410.420. DUES/SUB/MEMBERSHIPS EXP - POL | | | | | CONF/MEETING EXPEND | 410.331. COMPOTER SOFTWARE EXP - POL 410.532. CONTRIB TO MOBIL F COMM-POLICE | 533. | | | 410.902. REIMB FOR SRO EXPENSES- POLICE 410.905. MISCELLANEOUS EXPENSE - POLICE | Subtotal - Police | 419.115. CROSSING GUARD SALARY EXP 419.192. CROSSING GUARD SS EXP 419.242. CROSSING GUARD MAT & SUPP EXP 419.354. CROSS GUARD WORKERS COMP | Subtotal - Crossing Guards | 406.382. PARKING LOT RENTAL EXP - GG 419.512. PARKING ENFORCEMENT WAGES 419.516. PARKING ENFORCE-POSTAGE EXP 419.517. PARKING ENFORCE DATA PROCESS EXP 419.520. PARKING ENFORCE-IT/EMAIL 419.521. PARKING ENFORCE-CELL PHONE EXP 419.531. PARKING ENFORCEMENT FUEL EXP 419.532. PARKING ENFORCEMENT UNIFORM EX 419.541. PARKING ENFORCEMENT ADV EXP 419.542. PARKING ENFORCEMENT MAT & SUPP |

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| Percent of Budget 1,562.50% ひどい 97.72% | 36.02% 42.98% 0.00% 60.00% 26.67% 0.00% | 0.00% 0.00% 47.23% 38.00% | 100.00% 100.00% 50.00% 0.00% 47.32% (11.51)% | 43.16% under | 3.41% 3.41% 50.00% 40.00% 0.00% 22.46% 48.67% 8.00% 0.00% 105.55% OVV 0.00% 100.00% dence 60.00% 0.00% | 8.89% under 99.85% dene 50.00% |
|--|--|--|---|--------------------------------|---|--|
| Over/Under (438.75) 191.88 | 2,988.08 15,679.30 (157.60) 20.00 55.00 750.00 | 200.00 300.00 400.00 21,106.24 1,550.00 | 1,000.00 1,000.00 25.00 500.00 474.15 | 89,744.52 | 9,658.56 738.88 50.00 90.00 100.00 25.00 65.00 77.54 231.00 115.00 120.00 300.00 (6.94) 75.00 10.00 100.00 | 12,049.04 0.33 60.00 |
| Annual Budget 30.00 8,400.00 | 4,670.00 27,500.00 0.00 50.00 75.00 | 200.00 300.00 400.00 40,000.00 2,500.00 | 25.00 2,000.00 25.00 500.00 900.00 500.00 | 157,895.00 | 10,000.00 765.00 150.00 150.00 25.00 65.00 125.00 125.00 300.00 75.00 300.00 25.00 300.00 25.00 100.00 | 13,225.00 225.00 120.00 |
| Y-T-D Actual 468.75 8,208.12 | 1,681.92 11,820.70 157.60 30.00 20.00 | 0.00 0.00 0.00 18,893.76 950.00 | 1,020.00 1,020.00 1,000.00 0.00 425.85 (57.54) | 68,150.48 | 341.44 26.12 50.00 60.00 0.00 22.46 219.00 10.00 131.94 0.00 300.00 15.00 0.00 | 1,175.96 224.67 60.00 |
| 419.544. PARKING ENFORC COPY EXPENSE 419.575. PARKING ENFORCE-WARRANTY/DATA PLAN/LICENSE FEE | 419.592. PARKING ENFORCEMENT SS 419.596. PARKING ENFORCE HEALTH INS EXP 419.597. PARKING ENFORCEMENT RETIRE EXP 419.610. PARKING ENFORCE OFFICE SUPP EX 419.621. PARKING ENFORCEMENT PHONE EXP 419.642. PARKING ENFORCE PRINTING EXP | 419.650. PARKING ENFORCE-CONTRACTED SERVICES 419.651. PARKING ENFORCE VEH & EQUIP MA 419.653. PARKING METER & EQUIP MAINT EXP 419.654. PARKING-KIOSK & METER CHARGE EXP 419.700. PARKING METER EQUIPMENT EXP | PARKING ENFORCE COMI PARKING ENFORCE WOR PARKING ENFORCE-MISC PARKING LOT MAINT EXP PARKING LOT-EV CHARGI | Subtotal - Parking Enforcement | 413.112. SALARY EXPENSE - CODES 413.192. SOCIAL SECURITY EXPENSE - CODE 413.210. OFFICE SUPPLIES EXPENSE - CODE 413.215. POSTAGE EXPENSE - CODES 413.221. FUEL EXPENSE - CODES 413.242. MATERIALS AND SUPP EXP-CODES 413.260. MINOR EQUIPMENT EXPENSE-CODES 413.317. DATA PROCESSING EXP - CODES 413.320. IT SERVICES EXPENSE - CODES 413.321. TELEPHONE EXPENSE - CODES 413.325. INTERNET EXPENSE - CODES 413.324. ADVERTISING EXPENSE - CODES 413.342. PRINTING EXPENSE - CODES 413.344. COPY EXPENSE - CODES 413.344. COPY EXPENSE - CODES 413.354. WORKERS COMP INS EXPENSE - CODES 413.354. WORKERS COMP INS EXPENSE - CODES 413.361. ELECTRICITY EXPENSE - CODES 413.361. ELECTRICITY EXPENSE - CODES | Subtotal - Codes 414.210. OFFICE SUPPLIES EXPENSE-PLAN/ZON 414.215. POSTAGE EXPENSE - PLAN/ZON |

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| Percent of Budget 10.00% Such $nch bud$ | 0.00% 10.67% 0.00% | 28.64% 20.00% | %00.0 | 0.00% 24.15% | %0:00 0:00 | 60.00% | %00.001 0.00% | 55.43% | 13.85% 0.00% | 42.89% WM W | 40.54% | 21.81% | 97.40% | 196.56% ござつ | 53.62% | 21.79% | 31.76% | 42.14% 69.94% | 22.22% | 35.73% | 29.98% | 143.00% OPEN | 40.34% | 0.00% | 26.72% | 30.53% 80.23% | %07:50 0:00 | 46.41% | 0.00% | 0.00% 130 05% ごだし | | 32.00% |
|--|------------------------------|--|--------------------------------------|--|--------------------------------------|----------------------------------|------------------|--|--|----------------------------|-------------------------------|---|--|-------------|---|-----------|--|--|--------------------------------|--|---|--|---|--------|--|--------------------------------------|---------------------------------------|--|---|------------------------------|------------------------------------|--|
| Over/Under 90.00 (11.44) | 45.00 8,933.50 300.00 | 1,498.50 | 120.00 | 50.00 170.66 | 50.00 | 100.00 | 110.00 | 12,809.14 | 280.00 | 24,750.69 | 191,471.54 | 15,638.50 | 14 859 04 | (48.28) | 34,320.06 | 15,642.78 | 3,070.70 | 330.63 | 1,050.00 | 803.38 | 19,955.33 | (2.149.79) | 7,755.98 | 200.00 | 22,715.48 | 2,856.09 | 1.000.00 | 2,679.43 | 1,350.00 | 500.00 | 91.37 | 5,780.00 |
| Annual Budget 100.00 | 45.00 10,000.00 300.00 | 2,100.00 | 120.00 | 50.00 225.00 | 50.00 | 250.00 | 110.00 | 28,740.00 | 325.00 | 43,335.00 | 322,000.00 | 20,000.00 | 25,500,00 | 50.00 | 74,000.00 | 20,000.00 | 4,500.00 | 1,100.00 | 1,350.00 | 1,250.00 | 28,500.00 | 5.000.00 | 13,000.00 | 200.00 | 31,000.00 | 6,500.00 | 1,000.00 | 5,000.00 | 1,350.00 | 300.00 | 800.00 | 8,500.00 |
| Y-T-D Actual 10.00 11.44 | 0.00 1,066.50 0.00 | 601.50 30.00 | 0.00 | 0.00 | 0.00 | 150.00 | 400.00 | 15,930.86 | 45.00 | 18,584.31 | 130,528.46 | 4,361.50 | 10 640 96 | 98.28 | 39,679.94 | 4,357.22 | 1,429.30 | 769.37 | 300.00 | 446.62 | 8,544.6/ | 7.149.79 | 5,244.02 | 0.00 | 8,284.52 | 1,043.91 | 0.00 | 2,320.57 | 0.00 | 521.00 | 708.63 | 2,720.00 |
| 414.231. FUEL EXPENSE-PLANNING/ZONING 414.243. MISC SUPP EXP -PLANNING/ZONING | | 414.320. IT SERVICES EXPENSE - PLAN/ZON 414.321. TELEPHONE EXPENSE - PLAN/ZON | 414.325. INTERNET EXPENSE - PLAN/ZON | 414.341. I RAVEL EXPENSE - PLANZON 414.341. ADVERTISING EXPENSE - PLANZON | 414.342. PRINTING EXPENSE - PLAN/ZON | 414.344, COPY EXPENSE - PLAN/ZON | | 414.384. CONTRACTED SERV-IN HOUSE-PLAN/ZON | 414.46U. I KAINING/SEM EXPENSE - PLAN/ZON 414.905. MISCELLANEOUS EXPENSE-PLAN/ZON | Subtotal - Planning/Zoning | 430.112.0 SALARY EXPENSE - ST | 430.180.0 OVERTIME WAGES EXP - ST 430.191.0 WORKBOOTS EXPENSE - ST | 430.192.0 SOCIAL SECURITY EXPENSE - ST | | 430.196.0 HEALTH INSURANCE EXPENSE - ST | | 430.198.0 HEALTH CAKE EXP-IN HOUSE - ST 430.199.0 LIFE INS EXPENSE - ST | 430.210.0 OFFICE SUPPLIES EXPENSE - ST | 430.215.0 POSTAGE EXPENSE - ST | 430.226.0 JANITORIAL SUPPLIES EXP - ST | 430.231.0 FUEL EXPENSE - ST 430.238.0 CLOTHING & LINIFORM EXPENSE - ST | 430.245.0 STREET & ROAD SIGNS EXP - ST | 430.246.0 MATERIALS & SUPPLIES EXP - ST | _ | 430.251.0 VEHICLE & EQUIP MAINT EXP - ST | 430.255.A SHOP CAPITAL EXPENSES - ST | 430.259.0 ELECTRICAL SUPPLIES EXPENSE | 430.260.0 TOOLS & MINOR EQUIP EXP - ST | 430.311.0 AUDIT EXPENSE - ST 430.313.0 ENGINEERING EXP. ST | 430.314.0 LEGAL EXPENSE - ST | 430.317.0 DATA PROCESSING EXP - ST | 430.318.0 JANITORIAL SERVICES EXP - ST |

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| Y-T-D Annual Actual Budget Over/Under 1,007.00 3,500.00 2,493.00 1,027.60 2,800.00 1,772.40 4.83 60.00 1,772.40 1,090.17 2,500.00 1,409.83 150.00 2,00 | 187.50 187.50 49.42 200.00 49.42 200.00 16,000.00 5,240.00 17,000.00 8,614.91 13,100.00 2,000.00 8,614.91 13,100.00 2,000.00 8,614.91 13,100.00 1,200.00 8,614.91 13,100.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,4630.49 1,630.00 1,000.00 1,4630.49 1,630.00 1,000.00 | Subtotal - Streets | FIREMEN'S RELIEF GRANT PASSTHR AMBULANCE VOLUNTEERS WORK COMP CEMETARY EXPENSE CATA EXPENSE CONTRIB TO NITT VAL JT REC AU CHANCE COLIBRARY EXPENSE CONTRIB CO LIBRARY EXPENSE CENTRE CO LIBRARY EXPENSE CONTRIB COLIBRARY EXPENSE CONTRIB COLIBRARY EXPENSE CONTRIB COLIBRARY EXPENSE SAGO 24,525.00 CENTRE COLIBRARY EXPENSE SAGO 220.00 |
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| ST ST ST ST ST ST | 430.342.0 PRINTING EXPENSE - ST 430.344.0 COPY EXPENSE - ST 430.351.0 COMM INS EXPENSE - ST 430.351.0 COMM INS EXPENSE - ST 430.351.0 COMM INS EXPENSE - ST 430.361.0 ELECTRICITY EXPENSE - ST 430.362.0 NATURAL GAS EXPENSE - ST 430.362.0 NATURAL GAS EXPENSE - ST 430.450.0 DUES/SUMEMBERSHIPS EX 430.450.0 DUES/SUMEMBERSHIPS EX 430.450.0 CONTRACTED SERVICES EXPENSE 430.470.0 DUG TESTING EXPENSE - ST 430.470.0 COUNTY LIQUID FUELS GRAN 430.701.0 LEASE/LOAN PYMTS-ST 430.700.0 CAPITAL EXPENSE - ST 430.700.0 CUMBING EXPENSE - ST 430.700.0 CUMBING EXPENSE - ST 430.700.0 CUMBING EXPENSE - ST 430.700.0 CUMBING EXPENSE - ST 430.700.0 COUNTY LIQUID FUELS GRAN 431.246. STREET CLEAN & PAINTING EX 433.370. PARKVIEW DRIVE TRAFFIC SIG EXPENSE - ST | | o_ > |

(807,736.22)\$

0.00

807,736.22 \$

Net Income/Loss

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GF BUDGET VS ACTUAL Borough of Bellefonte

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| Percent of Budget 0.00% 50.00% 0.00% Jrnt | 42.00% UNGE | 50.00% 50.00% 50.00% | 11.43% 57.50% | 57.00% 35.96% | 0.00% 0.00% | 0.00% | 100.00% Clerk | 0.00% 0.00% | 0.00% | 34.59% WM | 0.00% | 0.00% | 3 45.58% |
|---|---------------------------|---|---|--|--|---|----------------------------|-----------------------------------|--|-----------------|--|--------------------------|--------------------|
| Over/Under 150.00 2,625.00 5,000.00 | 67,617.45 | 50.00 50.00 10.00 | 88.57 255.00 | 86.00 44.83 | 100.00 35.00 | 175.00 | 0.00 | 50.00 | 100.00 9,781.38 | 10,850.78 | 117,500.00 | 117,500.00 | 1,850,577.68 \$ |
| Annual Budget 150.00 5,250.00 5,000.00 | 116,590.00 | 100.00 | 100.00 600.00 | 200.00 70.00 | 100.00 35.00 | 175.00 | 100.00 | 50.00 | 100.00 14,805.00 | 16,590.00 | 117,500.00 | 117,500.00 | 3,400,420.00 \$ |
| Y-T-D Actual 0.00 2,625.00 0.00 5,654.05 | 48,972.55 | 50.00 50.00 10.00 | 11.43 | 114.00 25.17 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 5,023.62 | 5,739.22 | 0.00 | 0.00 | \$ 1,549,842.32 \$ |
| 462.000. CDBG EXPENSES 465.000. DOWNTOWN BLFTE INC CONTRIB 497.000. STMP IMPLEMENTATION EXP 481.000. UNEMPLOYMENT COMP INS EXPENSE | Subtotal - Other Expenses | 468.210. OFFICE SUPPLIES EXP - HARB 468.215. POSTAGE EXPENSE - HARB 468.231. FUEL EXPENSE- HARB | 468.242. MATERIALS & SUPPLIES EXP-HARB 468.317. DATA PROCESSING EXP - HARB | 468.320. II SERVICES EXP - HARB 468.321. TELEPHONE EXPENSE - HARB | 468.325. INTERNET EXPENSE-HARB 468.331. TRAVEL EXP-HARB | 468.341. ADVERTISING EXPENSE - HARB 468.342. PRINTING EXPENSE - HARB | 468.344. COPY EXPENSE-HARB | 468.361. ELECTRICITY EXPENSE-HARB | 468.420. DUES/MEMBER/SUB EXP-HARB 468.450. CONTRACTED SERVICES EXP - HARB | Subtotal - HARB | 492.095. TRANSFER TO CAPITAL PROJ FUND | Subtotal - Transfers Out | Total Expense |

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| BUDGET Borough Sty AM For | BUDGET VS ACTUAL Borough of Bellefonte For 6/30/2023 | | | | C Page: 1 |
|--|--|---|---|---|--------------|
| STREET LIGHTS | Y-T-D Actual | Annual Budget | Variance | Percent of Budget | |
| Revenues 301.100.000 REAL ESTATE TAX REV - CURRENT 301.200.000 REAL ESTATE TAX REV-SUPPLEMENT 301.400.000 REAL ESTATE TAX REV-DELINQUENT 341.010.000 INTEREST INCOME - CKG, SVGS 399.001.000 USE OF RESERVES | 55,262.05 0.00 340.56 46.39 0.00 | 58,000.00 25.00 1,000.00 85.00 | 2,737.95 25.00 659.44 38.61 11,485.00 | (95.28) 0.00 (34.06) (54.58) 0.00 bod. # znly | 7 |
| Total Revenues | 55,649.00 | 70,595.00 | 14,946.00 | (78.83) | . |
| Expenses | | | | | -5 |
| 434.210.000 OFFICE SUPPLIES EXPENSE 434.215.000 POSTAGE EXPENSE 434.249.000 REPAIRS & MAINTANENCE SUPP EXP 434.311.000 AUDIT EXPENSE | 90.58 0.00 0.00 0.00 | 25.00 5.00 200.00 110.00 | (65.58) 5.00 200.00 110.00 | 362.32 over - dep. fickths 0.00 0.00 | p. fickuts |
| 434.351.000 COMMERCIAL INSURANCE EXPENSE 434.361.000 STREETLIGHTING ELECTRICITY EXP 434.370.000 REPAIR/UPGRADE STREETLIGHT EX | 1,755.00 21,275.56 4,048.62 | 1,755.00 48,500.00 20,000.00 | 0.00 27,224.44 15,951.38 | 100.00 de 100. 43.87 20.24 | Bell |
| Total Expenses | 27,169.76 | 70,595.00 | 43,425.24 | 38.49 Under | efoni |

0.00

(28,479.24)\$

0.00

28,479.24 \$

Net Income

50.00
49.90
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| I VS ACTUAL | of Bellefonte | 0000,00,0 |
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| Percent Variance of Budget | 3,122.53 (95.68) 25.00 0.00 574.55 (42.55) 64.12 (48.70) 192,443.97 (27.92) (10.00) 0.00 over mar back load (150.00) 0.00 load # on ly | 308,620.63 (26.91) |
|-------------------------------|--|--------------------|
| Annual Budget | 72,200.00 25.00 1,000.00 125.00 200,000.00 130,100.00 0.00 18,775.00 | 422,225.00 |
| Y-T-D Actual | 69,077.47 0.00 425.45 60.88 7,556.03 36,324.54 10.00 150.00 | 113,604.37 |
| FIRE DEPARTMENT | Revenues 301.100.000 REAL ESTATE TAX REV - CURRENT 301.200.000 REAL ESTATE TAX REV - CURRENT 301.400.000 REAL ESTATE TAX REV-DELINQUENT 341.010.000 INTEREST INCOME - CKG, SVGS 351.021.000 SAFER GRANT REVENUE 358.110.000 FIRE PROTECTION REV (S,B,M) 362.111.000 FIRE REPORT REVENUE 387.000.000 DONATION REVENUE 399.001.000 USE OF RESERVES | lotal Revenues |

| ØI | |
|---------|--|
| Expense | |

| 411.110.000 FIRE CHIEF STIPEND EXPENSE | 750.00 | 1,500.00 | 750.00 | |
|---|-----------|------------|------------|--|
| | 57.38 | 115.00 | 57.62 | |
| 411.210.000 OFFICE SUPPLIES EXPENSE | 0.00 | 100.00 | 100.00 | |
| 444 554 500 FILE TVBTNOT | 0.00 | /0.00 | 00.0/ | |
| 411.651.000 FUEL EXPENSE | 4,945.55 | 15,750.00 | 10,804.45 | |
| 411.242.000 SAFELY EQUIPMENT EXPENSE | 3,233.60 | 3,000.00 | (233.60) | |
| 411.249.000 MATERIALS & SUPPLIES EXPENSE | 0.00 | 5,000.00 | 5,000.00 | |
| 411.251.000 FIRE EQUIPMENT MAINTANENCE EXP | 20,286.96 | 45,000.00 | 24,713.04 | |
| 411.260.000 MINOR EQUIPMENT EXPENSE | 9,422.28 | 30,000.00 | 20,577.72 | |
| 411.311.000 AUDIT EXPENSE | 0.00 | 400.00 | 400.00 | |
| 411.314.000 LEGAL EXPENSE | 0.00 | 200.00 | 200.00 | |
| 411.315.000 PHYSICALS EXPENSE | 0.00 | 32,000.00 | 32,000.00 | |
| _ | 45.00 | 150.00 | 105.00 | |
| 411.320.000 IT/EMAIL EXPENSE | 105.00 | 180.00 | 75.00 | |
| 411.324.000 CELL PHONE/IPAD/JETPACK EXPENSE | 3,398.19 | 7,150.00 | 3,751.81 | |
| 411.327.000 RADIO/PAGER MAINTENANCE EXP | 0.00 | 700.00 | 700.00 | |
| 411.341.000 ADVERTISING EXPENSE | 0.00 | 100.00 | 100.00 | |
| 411.342.000 PRINTING EXPENSE | 0.00 | 20.00 | 50.00 | |
| 411.344.000 COPY EXPENSE | 0.00 | 20.00 | 50.00 | |
| 411.351.000 COMMERCIAL INS EXPENSE | 6,568.38 | 26,500.00 | 19,931.62 | |
| 411.354.000 WORKERS COMP INS EXPENSE | 10,436.00 | 30,080.00 | 19,644.00 | |
| 411.361.000 ELECTRICITY EXPENSE | 2,013.03 | 7,200.00 | 5,186.97 | |
| 411.362.000 NATURAL GAS EXPENSE | 8,952.65 | 11,150.00 | 2,197.35 | |
| 411.366.000 WATER SERVICE EXPENSE | 40.00 | 155.00 | 115.00 | |
| 411.373.000 BUILDING MAINTENANCE EXPENSE | 562.56 | 1,300.00 | 737.44 | |
| 411.420.000 DUES/SUB/MEMBERSHIP EXPENSE | 2,854.20 | 3,800.00 | 945.80 | |
| 411.902.000 FEDERAL GRANT EXPENSE | 18,842.03 | 200,000.00 | 181,157.97 | |
| 411.905.000 MISCELLANEOUS EXPENSE | 85.00 | 25.00 | (00.00) | |
| 411.950.000 FIRE POLICE SUPPLIES EXPENSE | 3,825.00 | 500.00 | (3,325.00) | |

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|-----------|----------------------|-------------|---------------|
| Dr. Page: | | 22.84 Whole | |
| | Percent of Budget | 22.84 | 0.00 |
| | Variance | 325,802.19 | (17,181.56)\$ |
| | Annual Budget | 422,225.00 | 0.00 |

BUDGET VS ACTUAL Borough of Bellefonte For 6/30/2023

FIRE DEPARTMENT Total Expenses

Net Income

17,181.56 \$

96,422.81

Y-T-D Actual

Run: 7/06/2023 at 12:38 PM

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| |) |

BUDGET VS ACTUAL Borough of Bellefonte For 6/30/2023

| FIRE EQUIPMENT | Y-T-D Actual | Annual Budget | Variance | Percent of Budget |
|---|---|---|--|--|
| Revenues 301.100.000 REAL ESTATE TAX REV - CURRENT 301.200.000 REAL ESTATE TAX REV-SUPPLEMENT 301.400.000 REAL ESTATE TAX REV-DELINQUENT 341.010.000 INTEREST INCOME-CKG, SVGS 358.110.000 FIRE PROTECTION REV (S,B,M) 387.000.000 DONATION REVENUE | 33,157.27 0.00 204.26 27.56 41,066.10 | 34,750.00 15.00 500.00 67,715.00 | 1,592.73 15.00 295.74 22.44 26,648.90 10,000.00 | (95.42) 0.00 (40.85) (55.12) (60.65) |
| Total Revenues | 74,455.19 | 113,030.00 | 38,574.81 | (65.87) |
| Expenses | | | | |
| 411.210.000 OFFICE SUPPLIES EXPENSE 411.215.000 POSTAGE EXPENSE | 0.00 | 15.00 | 15.00 | 0.00 |
| 470.000.000 PAYMENT ON FIRE EQUIP LOANS 492.095.000 TRANSFER TO CAPITAL PROJECTS | 49,065.58 15,230.00 | 97,775.00 15,230.00 | 48,709.42 | 50.18 100.00 clare |
| Total Expenses | 64,295.58 | 113,030.00 | 48,734.42 | 56.88 cmg/ |
| Net Income \$ | 10,159.61 \$ | 0.00 | (10,159.61) | 0.00 |

Run: 7/06/2023 at 10:49 AM

For 6/30/2023

| | | Bellefonte Borough Council Packet August 7, 2023 |
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| | <i>\(\frac{\fir}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fi</i> | -dep. tickets -cameras -picnic table the trimmis the trimmis |
| | 6.29) 0.00 6.60) 0.33) 7.40) 8.89) 6.00) 0.00 0.00 0.00 2.86) | 25 - 25 - 25 - 25 - 25 - 25 - 25 - 25 - |
| Percent of Budget | (96.29) 0.00 (46.60) (40.33) (67.40) (28.89) (75.00) (50.85) (8.00) 0.00 (82.86) | Belletoute Borondy Conneil Lacket Victoria 181.14 000 |
| Variance | 4,081.11 40.00 747.64 26.85 815.00 640.00 45.00 835.53 115.00 7,000.00 8,315.00 | 30,341.55 2,320.47 (40.57) 35.00 5,947.57 44.02 2,059.72 2,977.41 (754.00) 300.00 2.00 101.55 143.35 50.00 3,855.00 550.00 716.13 3,894.61 (3,530.67) 200.00 (2,975.00) 10,500.00 28,000.00 28,000.00 28,000.00 |
| Annual Budget | 110,000.00 40.00 1,400.00 2,500.00 900.00 1,700.00 7,000.00 8,315.00 | 52,100.00 3,985.00 50.00 3,985.00 6,800.00 85.00 6,800.00 1,000.00 1,000.00 1,000.00 2,550.00 1,400.00 2,550.00 1,400.00 2,550.00 1,22,50.00 1,22,50.00 1,22,50.00 1,200.00 2,000.00 2, |
| Y-T-D Actual | 105,918.89 0.00 652.36 1,685.00 260.00 135.00 864.47 10.00 0.00 10.00 | 21,758.45 1,664.53 90.57 90.57 90.57 90.00 852.43 40.98 3,540.28 1,022.59 1,754.00 98.00 98.00 98.00 98.00 68.45 81.65 0.00 2,000.00 7,475.00 1,500.00 7,475.00 1,500.00 62,077.01 \$ |
| PARKS | Revenues 301.100.000 REAL ESTATE TAX REV - CURRENT 301.200.000 REAL ESTATE TAX REV-SUPPLEMENT 301.200.000 REAL ESTATE TAX REV-DELINQUENT 341.010.000 INTEREST INCOME - CKG, SVGS 342.300.000 RENTAL REVENUE - TALLEYRAND PAR 342.301.000 RENTAL REVENUE - TALLEYRAND PAR 342.302.000 TALLEYRAND APPLICATION FEE 367.800.000 SALE OF FISH FOOD REVENUE 387.000.000 DONATION REVENUE 382.095.000 TRANSFER FROM CAPITAL PROJECTS 399.001.000 USE OF RESERVES | 451.12.000 SALARY EXPENSE 451.192.000 SOCIAL SECURITY EXPENSE 451.192.000 SOCIAL SECURITY EXPENSE 451.210.000 OFFICE SUPPLIES EXPENSE 451.210.000 OFFICE SUPPLIES EXPENSE 451.231.000 FUEL EXPENSE 451.247.000 MATERIALS & SUPPLIES EXPENSE 451.267.000 MINOR EQUIPMENT EXPENSE 451.267.000 MINOR EQUIPMENT EXPENSE 451.317.000 DATA PROCESSING EXPENSE 451.317.000 DATA PROCESSING EXPENSE 451.321.000 TELEPHONE EXPENSE 451.322.000 PRINTING EXPENSE 451.324.000 WORKERS COMP INSURANCE EXPENSE 451.351.000 COMMERCIAL INSURANCE EXPENSE 451.351.000 ELECTRICITY EXPENSE 451.354.000 WORKERS COMP INSURANCE EXPENSE 451.356.000 PROPERTY MAINTANENCE EXPENSE 451.361.000 ELECTRICITY EXPENSE 451.375.000 PARK IMPROVEMENTS & EQUIP EXP 451.376.000 CAPITAL EXPENDITURES 451.450.000 CAPITAL EXPENDITURES 492.095.000 TRANSFER TO CAPITAL PROJECT Total Expenses |

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| BUDGE | Borough | II V |

| Percent of Budget | (66.62) (51.78) (40.40) (19.38) 0.00 ごが・・パルン | 0.00 www - mins 0.00 (142.86) www. 0.00 (7.14) 0.00 (48.00) 0.00 www mit www. 0.00 pind. # only | (52.47) | 56.18 41.07 99.43 Clm 53.10 173.44 Oll 80.24 41.54 22.59 46.85 26.47 2.94 44.89 25.96 50.82 53.28 53.28 10.71 66.24 0.00 |
|----------------------|--|---|----------------|---|
| Variance | 166.88 722,260.77 35,760.92 25,799.60 (24,833.56) | (20,213.76) 3,000.00 (90.00) 200.00 1,021.44 300.00 7,893.30 (673.75) 1,000.00 | 778,996.84 | 159,065.66 17,091.11 8.01 13,928.25 (62.42) 21,734.26 17,830.29 7,354.00 488.98 808.79 3,397.08 10,471.37 11,253.71 1,180.44 10,993.53 4,025.00 16,939.01 693.04 1,868.97 75,897.89 1,868.97 75,897.89 |
| Annual Budget | 500.00 1,498,000.00 60,000.00 32,000.00 | 3,000.00 210.00 210.00 1,100.00 15,180.00 1,000.00 27,405.00 | 1,638,895.00 | 363,000.00 29,000.00 1,400.00 29,700.00 110,000.00 30,500.00 15,200.00 15,200.00 27,000.00 27,000.00 27,000.00 87,25.00 20,000.00 87,25.00 20,000.00 87,25.00 20,000.00 87,25.00 20,000.00 27,000.00 87,25.00 20,000.00 27,000.00 27,000.00 27,000.00 27,000.00 27,000.00 27,000.00 27,000.00 27,000.00 |
| Y-T-D Actual | 333.12 775,739.23 24,239.08 6,200.40 24,833.56 | 20,213.76 0.00 300.00 78.56 0.00 7,286.70 673.75 0.00 | 859,898.16 | 203,934.34 11,908.89 15,771.75 147.42 88,265.74 12,669.71 2,146.00 431.02 8,528.63 3,946.29 1,219.56 16,006.47 4,700.00 3,060.99 29,306.96 2,131.03 9,102.11 3,643.26 0.00 |
| WATER | Revenues 341.010.000 INTEREST INCOME - CKG, SVGS 378.000.000 WATER COLLECTIONS REVENUE 378.001.000 SALE OF BULK WATER REVENUE 378.002.000 CW LINE CAPITAL PROJECTS REV 378.122.000 BULK WATER REVENUE-NIAGARA-HOWARD PLANT | 378.700.000 BULK WATER REVENUE-MILESBURG 378.901.000 METER/PIT/ETC SALES REVENUE 378.903.000 VACANCY APPLICATION REVENUE 378.904.000 WATER ON/OFF FEE REVENUE 378.905.000 SERVICES PROVIDED BY WATER DEP 378.906.000 POSTING FEE REVENUE 383.400.000 CAPACITY FEES & ASSESSMENT REV 389.000.000 MISCELLANEOUS REVENUE 399.001.000 USE OF FIXED ASSETS REVENUE | Total Revenues | 448.112.000 SALARY EXPENSE 448.112.000 SALARY EXPENSE 448.190.000 OVERTIME WAGES EXPENSE 448.191.000 WORKBOOTS EXPENSE 448.192.000 SOCIAL SECURITY EXPENSE 448.192.000 ENROLLMENT/ADMIN EXP-RETIREMEN 448.195.000 HEALTH INSURANCE EXPENSE 448.195.000 HEALTH CARE EXPENSE 448.199.000 LIFE INSURANCE EXPENSE 448.199.000 LIFE INSURANCE EXPENSE 448.210.000 OFFICE SUPPLIES EXPENSE 448.21000 CHEMICAL EXPENSE 448.21000 CHEMICAL EXPENSE 448.231.000 FUEL EXPENSE 448.231.000 FUEL EXPENSE 448.234.000 COMPUTER SOFTWARE EXPENSE 448.245.000 VEHICLE & EQUIP MAINT EXP 448.253.000 REPAIRS TO WATER SYSTEM EXP 448.253.000 PUMP MAINT/REPAIRS EXPENSE 448.253.000 VATER METER MAINT/REPLACE EXP 448.255.000 WATER METER MAINT/REPLACE EXP 448.255.000 TOOLS & MINOR EQUIPMENT EXP |

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BUDGET VS ACTUAL Borough of Bellefonte For 6/30/2023

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|---|-------------------------|---|-------------------|--|--|------------------------------------|---|--|----------------|--|-------------------|--|-----------------------|--|---------------------------------------|----------|---------------------|----------------------------------|---|------------------------|---|----------------|
| Percent of Budget 9.00 9.00 35.66 | 30.67 17.51 73.51 | 46.37 | 0.00 | 36.29 | 0.00 | 37.50 | 25.97 | 37.86 | 244.90 | 0.00 | 100.00 | 52.40 | 34.75 | 108.11 | 12.91 | 0.00 | 44.88 | 29.26 | 0.00 | 50.00 | 0.00 | 44.59 |
| Variance 1,820.00 6,165.00 868.59 1,000.00 | 7,424.00 | 2,091.56 | 5,000.00 | 573.40 | 1,000.00 | 25,000.00 | 14,250.00 | 4,038.82 | (579.60) | 25,000.00 | 1,000.00 (0.50) | 476.00 | 7,830.50 | (15.00) | 348.37 | 1,000.00 | 6,338.50 | 183,934.55 | 65,000.00 | 45,000.00 0.00 | 1,000.00 | 908,121.38 |
| Annual Budget 2,000.00 7,000.00 1,350.00 1,000.00 | 9,000.00 3,400.00 | 3,900.00 7,000.00 | 5,000.00 50.00 | 900.00 | 1,000.00 | 40,000.00 | 19,250.00 185.000.00 | 6,500.00 | 400.00 | 25,000.00 | 1,000.00 | 1,000.00 | 12,000.00 4.200.00 | 185.00 | 500.00 | 1,000.00 | 11,500.00 250.00 | 260,000.00 | 65,000.00 | 90,000.00 52,000.00 | 1,000.00 | 1,638,895.00 |
| Y-T-D Actual 180.00 835.00 481.41 0.00 | 1,576.00 2,499.23 | 1,808.44 3,100.05 | 0.00 24.05 | 326.60 0.00 | 00.00 | 15,000.00 | 5,000.00 | 2,461.18 | 979.60 | 0.00 | 0.00 14,630.50 | 524.00 | 4,169.50 3,009.00 | 200.00 | 51.63 345.00 | 0.00 | 5,161.50 | 76,065,45 | 0.00 | 43,000.00 52,000.00 | 0.00 | 730,773.62 |
| WATER 448.314.000 LEGAL EXPENSE 448.316.000 WATER TESTING EXPENSE 448.317.000 DATA PROCESSING EXPENSE 448.318.000 SERVICE AGREEMENT EXPENSE 448.319.000 PEST CONTROL EXPENSE | | 448.324.000 CELL PHONE/IPAD EXPENSE 448.325.000 INTERNET EXPENSE | | 448.339.000 GPS FEE EXP 448.341.000 ADVERTISING EXPENSE | 448.342.000 PKINTING EXPENSE 448.344.000 COPY EXPENSE | 448.351.000 COMMERCIAL INS EXPENSE | 446.334.000 WORNERS COMP INS EXPENSE 448.361.000 ELECTRICITY EXPENSE | 448.362.000 HEATING OIL EXP - PUMP HOUSE 448.376.000 MAINT OF PUMP HOUSES EXPENSF | MAINTENANCE OF | 448.378.000 MAINT OF STREETS EXPENSE 448.384.000 FOLLIPMENT BENITAL EXPENSE | LEASE PAYMENTS | 448.420.000 DUES/MEMBERSHIP/SUB EXP 448.450.000 CONTRACTED SERVICES EXPENSE | TRAINING EXPENS | 448.470.000 CDL/OTHER LICENSE EXPENSE 448.471 000 DRIIG TESTING EXPENSE | 448.473.000 OPERATORS LICENSE FEE EXP | | | 448.700.000 CAPITAL EXPENDITURES | 440.701.000 CAPITAL EXPENDITORE-WATER LINE 492 001 000 TRANSFER TO SENEDAL CLIND | TRANSFER TO CA | 497.000.000 SIMP IMPLEMENTATION EXPENSE | Total Expenses |

0.00

129,124.54 \$

Net Income

| JMV Page: | |
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| | |

BUDGET VS ACTUAL Borough of Bellefonte

| | not boud. |
|----------------------|---|
| Percent of Budget | (198.47) 00C~ (42.27) (49.56) 0.00 (41.90) 0.00 (52.44) (34.58) 0.00 (21.99) (53.24) 0.00 00Cc~ nct 100 000 000 000 000 000 000 000 000 00 |
| Variance | (9,847.06) 101.03 937,264.03 15,000.00 813.41 2,500.00 29,965.50 1,570.00 120.00 163,813.42 612,934.65 (578.09) 276,100.00 |
| Annual Budget | 10,000.00 1,858,000.00 15,000.00 1,400.00 2,500.00 63,000.00 2,400.00 1,310,800.00 1,310,800.00 3,749,495.00 |
| Y-T-D Actual | 19,847.06 73.97 920,735.97 0.00 586.59 0.00 33,034.50 830.00 46,186.58 697,865.35 578.09 0.00 |
| SEWER | Revenues 341.005.000 INTEREST INCOME-MONEY MARKET 341.010.000 INTEREST INCOME - CKG, SVGS 364.110.000 SEWER COLLECTION REVENUE 364.171.000 SEWER CAPITAL IMPROVEMENTS REV 364.172.000 PRETREATMENT REVENUE 364.174.000 WASTE DISPOSAL REVENUE 364.174.000 WASTE DISPOSAL REVENUE 364.000 BULK WATER LOADS REVENUE 364.901.000 BULK HAULING PERMIT REVENUE 364.901.000 OPERATING SPRING, BENNER, WALKER 383.400.000 TAP FEES & ASSESSMENTS REVENUE 399.001.000 USE OF RESERVES |

| | 429.112.000 SALARY EXPENSE | 334,095.11 | 650,000.00 | 315,904.89 | 51.40 |
|-----|---|------------|------------|------------|------------|
| | 423.11Z.AUU SALARY EXPENSE-SYSTEM | 50,504.86 | 59,200.00 | 8,695.14 | 85.31 |
| | 428.160.000 OVERTIME WAGES EXPENSE-FAC | 7,444.32 | 26,000.00 | 18,555.68 | 28.63 |
| | 429.180.A00 OVERTIME WAGES EXPENSE-SYS | 692.64 | 1,750.00 | 1,057.36 | 39.58 |
| | 429.191.000 WORKBOOLS EXPENSE | 2,160.29 | 2,200.00 | 39.71 | 98.20 |
| | | 25,861.68 | 51,700.00 | 25,838.32 | 50.02 |
| | 428.182.AUU SUCIAL SECURITY EXPENSE-SYS | 3,837.02 | 4,500.00 | 662.98 | 85.27 |
| | 453.193.000 EINFOLLIMEN I/ADMIN EXP-KE IIKEMEN | 167.42 | 150.00 | (17.42) | 111.61 00% |
| | 420 106 000 LITAL HISTORY COMP EXPENSE | 928.50 | 0.00 | (928.50) | 至了000 |
| | 423.190.000 HEALTH INSORAINCE EXPENSE-FAC | 77,272.33 | 148,000.00 | 70,727.67 | 52.21 |
| | u, | 2,676.69 | 4,000.00 | 1,323.31 | 66.92 |
| . : | | 9,460.51 | 47,000.00 | 37,539.49 | 20.13 |
| | 428.197.AUU KETIKEMENI EXPENSE-SYSTEM | 0.00 | 3,800.00 | 3,800.00 | 0.00 |
| - | 429.196.000 HEALTH CARE EXPENSE - IN HOUSE | 1,596.70 | 10,900.00 | 9,303.30 | 14.65 |
| | 428.198.000 LIFE INSURANCE EXPENSE-FAC | 806.32 | 1,860.00 | 1,053.68 | 43.35 |
| | 453.193.AOO LIFE INO EXPENSE-SYSTEM | 118.08 | 125.00 | 6.92 | 94.46 |
| | 428.2.10.000 OFFICE SUPPLIES EXP - FACILITY | 43.15 | 1,200.00 | 1,156.85 | 3.60 |
| | 443.410.A00 OFFICE SOPPLIES EXPENSE - SYSTEM | 113.28 | 325.00 | 211.72 | 34.86 |
| | 429.219.000 POSTAGE EXPENSE - FACILITY | 19.02 | 225.00 | 205.98 | 8.45 |
| | 423.413.400 TOVIAGE EXPENDE-0/YOURM | 72.64 | 1,700.00 | 1,627.36 | 4.27 |
| | 429.217.000 OTIPPING THEO HXP-TAC | 84.49 | 200.00 | 115.51 | 42.25 |
| | 429.217.300 07177100 TEEV EXT-070 | 0.00 | 25.00 | 25.00 | 0.00 |
| | 423.22 1.000 OFFINIOAL EXPENSE | 31,343.69 | 165,000.00 | 133,656.31 | 19.00 |
| | 429.223.000 LABORATORY VORPLIED EXPENSE | 2,864.52 | 5,000.00 | 2,135.48 | 57.29 |
| | 423.201.000 FOEL EXPENSE - FACILITY A30 331 A00 ETEL TYPENSE - SYSTEM | 3,240.30 | 8,800.00 | 5,559.70 | 36.82 |
| | 423.231.AUU FUEL EXPENSE - SYSTEM | 129.87 | 1,900.00 | 1,770.13 | 6.84 |

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| 7/13/2023 at 2:15 PM | 13/2023 at 2:1 | |

| Percent of Budget 40.47 45.13 54.72 0.00 0.89 0.00 32.94 44.77 44.77 37.04 26.71 7.06 0.00 8.82 8.82 8.82 8.82 8.82 8.82 8.82 |) |
|--|---|
| Variance 2,500.38 658.50 3,441.56 75.00 8,920.09 3,000.00 93,881.95 2,485.22 14,164.88 58,633.00 3,717.56 1,000.00 14,786.00 1,256.03 1,214.91 1,271.62 38,657.75 1,000.00 1,000.00 1,500.00 | |
| Annual Budget 4,200.00 1,200.00 1,200.00 7,600.00 140,000.00 140,000.00 140,000.00 1,000.00 1,000.00 1,300.00 1,000.00 1,000.00 2,000.00 1,300.00 1,300.00 | |
| Y-T-D Actual 1,699.62 541.50 4,158.44 0.00 46,118.05 2,014.78 8,335.12 2,014.78 8,335.12 2,014.78 8,335.12 2,000 1,136.58 1,136.58 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 1,162.78 88.33 728.38 728.33 | |
| SEWER 429.288.000 CLOTHING & UNIFORM EXPENSE 429.248.000 COMPUTER SOFTWARE EXPENSE-FAC 429.248.000 COMPUTER SOFTWARE EXPENSE-FAC 429.249.000 MATERIALS & SUPPLIES EXPENSE-FAC 429.249.000 MATERIALS & SUPPLIES EXPENSE-FAC 429.249.000 MATERIALS & SUPPLIES EXPENSE-FAC 429.251.000 MATERIALS & SUPPLIES EXPENSE-FAC 429.252.000 EQUIPMENT MAINT EXP - SYS 429.253.000 FOUIPMENT MAINT EXP - SYS 429.256.000 MINOR EQUIPMENT EXPENSE-FAC 429.256.000 MINOR EQUIPMENT EXPENSE-FAC 429.311.000 AUDIT EXPENSE - SYSTEM 429.313.000 ENGINEERING EXPENSE - SYSTEM 429.313.000 DATA PROCESSING EXPENSE 429.314.000 LEGAL EXPENSE - SYSTEM 429.315.000 PEST CONTROL EXPENSE - SYSTEM 429.310.000 ATA PROCESSING EXPENSE 429.310.000 PEST CONTROL EXPENSE - SYSTEM 429.310.000 PEST CONTROL EXPENSE - SYSTEM 429.321.000 TELEPHONE EXPENSE-SYSTEM 429.321.000 TELEPHONE EXPENSE-SYSTEM 429.321.000 TELEPHONE EXPENSE - SYSTEM 429.321.000 TELEPHONE EXPENSE 429.331.000 TELEPHONE 429.331.000 TELEPHONE 429.331.000 TELEPHONE | |

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BUDGET VS ACTUAL Borough of Bellefonte

| Percent of Budget | (51.84) 0.00 (48.48) (40.59) (103.00) ひばん 0.00 こびれ ー わら トロイ・ (1,175.00) ひばし (80.00) | 39.87 34.30 100.00 41.87 91.80 0.00 0.00 45.68 15.32 22.92 41.71 111.65 6.27 31.74 59.28 47.73 1.42 | 31.68 9.36 0.00 0.00 0.00 99.94 clerui 31.66 0.00 41.10 55.96 52.35 0.00 0.00 |
|----------------------|---|---|--|
| Variance | 115.58 350,000.00 5,600.00 633,655.81 2,970.50 (360.00) (2,541.35) (3,225.00) 7.00 | 165,365.30 5,913.11 0.00 11,625.10 6.56 (928.50) 32,589.57 21,594.13 2,851.84 413.84 (30.87) 1,593.33 27,645.39 733.05 4,600.01 2,365.87 | 17,902.87 997.09 (12,525.00) 1,750.00 200.00 0.25 803.00 500.00 883.43 634.23 619.41 1,000.00 |
| Annual Budget | 240.00 350,000.00 5,600.00 1,230,000.00 5,000.00 12,000.00 0.00 300.00 35.00 1,603,175.00 | 275,000.00 9,000.00 20,000.00 80.00 60,000.00 25,500.00 3,700.00 710.00 1,700.00 1,800.00 8,800.00 2,400.00 | 26,205.00 1,100.00 0.00 1,750.00 200.00 425.00 1,175.00 1,500.00 1,300.00 1,000.00 |
| Y-T-D Actual | 124.42 0.00 0.00 0.00 2,029.50 12,360.00 2,541.35 3,525.00 28.00 2,611.35 3,525.00 | 109,634.70 3,086.89 800.00 8,374.90 73.44 928.50 27,410.43 3,905.87 848.16 296.16 295.87 106.67 12,854.61 1,066.95 4,199.99 | 8,302.13 102.91 12,525.00 0.00 424.75 372.00 616.57 805.77 680.59 0.00 |
| REFUSE | Revenues 341.010.000 INTEREST INCOME - CKG, SVGS 354.150.000 GRANT REVENUE 358.050.000 CONTRACTED INTERGOVTAL REV 364.300.000 REFUSE COLLECTIONS REVENUE 364.305.000 SPECIAL COLLECTIONS REVENUE 364.307.000 GRASS/BRUSH COLLECTION FEE 364.400.000 COMMERCIAL HAULERS COMPOST FEE 364.500.000 SALE OF RECYCLABLES REVENUE 364.500.000 FEE FOR REFUSE CONTAINERS Total Revenues | 427.112.000 SALARY EXPENSE 427.112.000 OVERTIME WAGES EXPENSE 427.191.000 WORKBOOTS EXPENSE 427.192.000 SOCIAL SECURITY EXPENSE 427.193.000 ENROLLMENT/ADMIN EXP-RETIREMEN 427.193.000 UNEMPLOYMENT COMP EXPENSE 427.196.000 HEALTH INSURANCE EXP 427.197.000 RETIREMENT EXPENSE 427.197.000 OFFICE SUPPLIES EXPENSE 427.190.000 OFFICE SUPPLIES EXPENSE 427.210.000 OFFICE SUPPLIES EXPENSE 427.231.000 FUEL EXPENSE 427.233.000 CLOTHING & UNIFORM EXPENSE 427.249.000 COMPUTER SOFTWARE EXPENSE 427.2550.000 REPAIR/ MAINT/MISC SUPP EXP | 427.321.000 COLLECTION EQUIP/EQUIP MAINT EXP 427.260.000 MINOR EQUIPMENT EXPENSE 427.362.000 TRASH RECEPTACLES EXPENSE 427.311.000 AUDIT EXPENSE 427.317.000 DATA PROCESSING EXPENSE 427.319.000 PEST CONTROL EXPENSE 427.321.000 TELEPHONE EXPENSE 427.324.000 CELL PHONE EXPENSE 427.325.000 INTERNET EXPENSE 427.325.000 RADIO MAINTENANCE EXPENSE |

\$ 68.689.06

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BUDGET VS ACTUAL Borough of Bellefonte For 6/30/2023

| | 1 | | | |
|---|------------|--------------|--------------|---------------------|
| נ ב ב | ∩-I-} | Annual | | Percent |
| REFUSE 427.328.000 GATE EXPENSES | Actual | Budget | Variance | of Budget |
| 427.329.000 VIDEO RECORDING & STORAGE | 180.00 | 1 500 00 | 1 320 00 | 30.00 |
| 427.339.000 GPS FEE EXP | 326.60 | 00.006 | 1,520.00 | 06.36 |
| 427.341.000 ADVERTISING EXPENSE | 339.40 | 300.00 | (39.40) | 113 13 0(%%) |
| 427.342.000 PRINTING EXPENSE | 00.0 | 1.400.00 | 1.400.00 | 000 |
| 427.344.000 COPY EXPENSE | 0.00 | 150.00 | 150.00 | 00.0 |
| | 9,792.86 | 12,000.00 | 2.207.14 | 81.61 |
| 427.354.000 WORKERS COMP INSURANCE EXP | 3,450.00 | 16,000.00 | 12,550.00 | 21.56 |
| 427.361.000 ELECTRICITY EXPENSE | 927.93 | 2,000.00 | 1,072.07 | 46.40 |
| HEATING OIL EXPI | 663.63 | 2,500.00 | 1,836.37 | 26.55 |
| CARDBOARD RECY | 11,325.00 | 28,000.00 | 16,675.00 | 40.45 |
| TIPPING FEES EXI | 105,401.79 | 265,000.00 | 159,598.21 | 39.77 |
| CURBSIDE RECYC | 101,292.54 | 245,000.00 | 143,707.46 | 41.34 |
| COMMERCIAL REC | 12,025.00 | 29,000.00 | 16,975.00 | 41.47 |
| OTHER RECYCLIN | 51.00 | 200.00 | 449.00 | 10.20 |
| BUILDING REPAIR | 1,385.15 | 2,600.00 | 1,214.85 | 53.28 |
| EQUIPMENT RENT | 0.00 | 4,000.00 | 4,000.00 | |
| 427.400.000 LEASE PAYMENT EXPENSE | 8,478.05 | 8,480.00 | 1.95 | 39.98 OW |
| 427.420.000 DUES/MEMBER/SUB EXPENSE | 0.00 | 20.00 | 20.00 | 0.00 |
| 427.450.000 CONTRACTED SERVICES EXPENSE | 0.00 | 9,000.00 | 9,000.00 | 0.00 |
| 427.460.000 TRAINING EXPENSE | 0.00 | 125.00 | 125.00 | 0.00 |
| 427.470.000 CDL LICENSE EXPENSE | 0.00 | 200.00 | 200.00 | 0.00 |
| DRUG TESTING E) | 51.63 | 250.00 | 198.37 | 20.65 |
| | 0.00 | 1,000.00 | 1,000.00 | 0.00 |
| MISCELLANEOUS | 0.00 | 20.00 | 50.00 | 0.00 |
| 427.700.000 CAPITAL EXPENDITURES | 0.00 | 360,000.00 | 360,000.00 | 0.00 |
| 427.742.000 LICENSE/PERMIT/FEE EXPENSE | 350.00 | 200.00 | 150.00 | 70.00 |
| TRANSFER TO GE | 37,500.00 | 75,000.00 | 37,500.00 | 50.00 |
| TRANSFER TO CA | 35,000.00 | 50,000.00 | 15,000.00 | 70.00 |
| 497.000.000 STMP IMPLEMENTATION EXPENSE | 0.00 | 500.00 | 500.00 | 0.00 |
| Total Expenses | 526,362.57 | 1,603,175.00 | 1,076,812.43 | 32.83 |
| om coult | | | | Approximately and a |

Run: 7/13/2023 at 9:38 AM

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| |) |

Borough of Bellefonte BUDGET VS ACTUAL For 6/30/2023

| SPECIAL PROJECTS | Y-T-D Actual | Annual Budget | Variance | Percent of Budget |
|---|--|---|--|--|
| Revenues 340.000.000 INTEREST ON LOAN-KEYSTONE GRANT 341.000.000 PRINCIPAL ON LOAN - KEYSTONE GRANT 341.010.000 INTEREST INCOME - CKG, SVGS 351.000.000 AMERICAN RESCUE FUNDS 354.001.000 GRANT FUNDS 399.001.000 USE OF RESERVES | 1,835.84 11,629.00 1,812.63 50,725.00 3,295,388.54 | 3,626.00 23,303.00 300.00 0.00 2,237,676.00 | 1,790.16 11,674.00 (1,512.63) (50,725.00) (3,295,388.54) 2,237,676.00 | 1,790.16 (50.63) (1,572.63) (604.21) ひがん (50.63) (604.21) ひがん (50,725.00) (50.00 ひべん・ハケキ りゅん・ショラ,388.54) (50.00 りゅん・キー・ハケキ シン・ハケキ シン・ハケー |
| Total Revenues – | 3,361,391.01 | 2,264,905.00 | (1,096,486.01) | (148.41) |
| Expenses | | | | |

2,303,089.42

↔

37.87 64.09 1,259.60 *olkl*U 14.79

(57.98) 292,246.00

855,135.00 1,066,794.00 5.00 342,971.00

323,856.02 683,657.59 62.98 50,725.00

465.700.000 GOV PARK BASEBALL FIELD GRANT EXP 489.210.000 OFFICE SUPPLIES EXPENSE 498.100.000 AMERICAN RESCUE FUNDS EXPENSE

Total Expenses

410.700.000 POLICE DEPT GRANT EXPENSE

531,278.98 383,136.41 46.73

1,206,603.41

2,264,905.00

1,058,301.59

0.00

0.00 \$ (2,303,089.42)\$

Run: 7/10/2023 at 3:03 PM

Net Income

| BUDGET VS ACTU/ | Borough of Bellefor | For 6/30/2023 |
|-----------------|---------------------|---------------|
| | | |

| BUDGET VS ACTUAL | Borough of Bellefonte | |
|------------------|------------------------------|--|
| | | |

| | 12.07) circh 10.07) circh 10.00 bud·# chly | | | | | | | | |
|----------------------|---|----------|-------------------------------------|---|--|----------------------------------|----------------|------------------|--------------|
| Percent of Budget | (96.24) (102.07) ごだし 0.00 おいけ・ | | 0.00 | 0.00 | 17.93 | 0.17 | 0.46 | 0.00 | |
| Variance | 37.58 (3,523.55) 130,405.00 | | 60,000.00 | 65,000.00 | 1,436.29 | 99,833.46 | 300,350.75 | (173,431.72)\$ | |
| Annual Budget | 1,000.00 170,345.00 130,405.00 | | 60,000.00 | 65,000.00 75.000.00 | 1,750.00 | 100,000.00 | 301,750.00 | \$ 0.00 | |
| Y-T-D Actual | 962.42 173,868.55 0.00 174.830.97 | | 0.00 | 0.00 919.00 | 313.71 | 166.54 | 1,399.25 | \$ 173,431.72 \$ | Taline James |
| LIQUID FUELS | Revenues 341.010.000 INTEREST INCOME - CKG, SVGS 355.020.000 STATE AID REVENUE 399.001.000 USE OF RESERVES Total Revenues | Expenses | 430.740.000 MAJOR EQUIPMENT EXPENSE | 432.000.000 SNOW & ICE REMOVAL EXPENSE 436.000.000 STORM SEWERS & DRAINS EXP | 437.000.000 REPAIRS OF TOOLS & MACHINERY EXP | 438.000.000 PROJECI WORK EXPENSE | Total Expenses | Net Income | |

| Page: 1 | | | | | 29.98 905.70 over - dup. fickets | | Ве | ellefonte Bo |
|--|----------------------|--|----------------|----------|---|----------------|-----------------|--------------|
|) | Percent of Budget | (95.94) 0.00 (47.24) (31.80) | (95.29) | | 29.98 905.70 みぜん | 30.34 | 0.00 | |
| | Variance | 974.15 10.00 158.29 3.41 | 1,145.85 | | 17,018.00 (80.57) | 16,937.43 | (15,791.58)\$ | |
| | Annual Budget | 24,000.00 10.00 300.00 5.00 | 24,315.00 | | 24,305.00 10.00 | 24,315.00 | 0.00 \$ | |
| BUDGET VS ACTUAL Borough of Bellefonte For 6/30/2023 | Y-T-D Actual | 23,025.85 0.00 141.71 1.59 | 23,169.15 | | 7,287.00 | 7,377.57 | \$ 15,791.58 \$ | 13.i. |
| BUDC 2023 at 10:42 AM Boro L | EMS | Revenues 301.100.000 REAL ESTATE TAX REV-CURRENT 301.200.000 REAL ESTATE TAX REV-PRIOR 301.400.000 REAL ESTATE TAX REV-DELINQUENT 341.010.000 INTEREST INCOME-CHECKING | Total Revenues | Expenses | 412.000.000 EMS EXPENSES 412.210.000 OFFICE SUPPLIES EXPENSE | Total Expenses | Net Income | |

| BUDGET VS | Borough of | (0/C) = CL |
|-----------|-------------------|------------|
| | | |

| CAPITAL PROJECTS | Y-T-D Actual | Annual Budget | Variance | Percent of Budget |
|--|--|---|--|---|
| Revenues 341.010.000 INTEREST INCOME - CKG, SVGS 392.001.000 TRANSFER IN FROM GENERAL FUND 392.004.000 TRANSFER IN FROM FIRE EQUIPMEN 392.005.A00 TRANSFER IN FROM PARKS-RESERVED FOR | 50,351.56 0.00 15,230.00 0.00 | 20,000.00 117,500.00 15,230.00 28,000.00 | (30,351.56) 117,500.00 0.00 28,000.00 | (251.76) ひぜつ 0.00 (100.00) ひめん 0.00 |
| 392.006.000 TRANSFER IN FROM WATER FUND 392.006.400 TRANSFER IN FROM WATER FUND-CW 392.008.000 TRANSFER IN FROM SEWER FUND 392.009.000 TRANSFER IN FROM REFUSE FUND 399.005.000 USE OF RESERVES - POOL | 20,000.00 32,000.00 15,000.00 35,000.00 | 0.00 32,000.00 15,000.00 50,000.00 7,000.00 | (20,000.00) 0.00 0.00 15,000.00 7,000.00 | 0.00 Over (100.00) Line (100.00) (70.00) 0.00 buil + m/ |
| Total Revenues – | 167,581.56 | 284,730.00 | 117,148.44 | (58.86) |
| Expenses | | | | |
| 452.450.000 NVJRA - TRANSFER POOL FUNDS 492.005.000 TRANSFER TO PARKS FUND 493.000.000 OFFICE SUPPLIES EXPENSE | 0.00 | 28,000.00 7,000.00 | 28,000.00 7,000.00 | 00.0 |
| 500.001.000 FUTURE STREET PAVING 500.002.000 FUTURE STREET PROJECTS | 0.00 | 47,500.00 70,000.00 | 70,500.00 70,000.00 | 0.00 |
| 500.004.000 FUTURE FIRE EQUIPMENT PURCHASES 500.006.A00 FUTURE WATER PROJECTS-CW 500.008.000 FUTURE SEWER PROJECTS | 0.00 | 15,230.00 32,000.00 | 15,230.00 32,000.00 | 0.00 |
| 500.009.000 FUTURE REFUSE PROJECTS 500.099.000 FUTURE PROJECTS | 0.00 | 15,000.00 50,000.00 19,995.00 | 15,000.00 50,000.00 19,995.00 | 0.00 0.00 00.00 |
| Total Expenses | 0.00 | 284,730.00 | 284,730.00 | 0.00 |
| Net Income \$ | 167,581.56 \$ | 0.00 | (167,581.56) \$ | 0.00 |
| | 3 | | | |

| 500 | Page: |
|-----|-------|
| | |

| Y-T-D Annual Percent Actual Budget Variance of Budget | $\begin{array}{cccccccccccccccccccccccccccccccccccc$ | | 223,653.52 245,000.00 21,346.48 91.29 0.00 277,000.00 277,000.00 0.00 | 18 | 350.00 350.00 350.00 | 0.00 250.00 250.00 0.00 0.00 0.00 0.00 0 | 1,000.00 1,000.00 30.00 23.935.00 | 1,675.00 761.03 | 27,067.94 54,615.00 27,547.06 49.56 8,821.00 17,165.00 8,344.00 51.39 0.00 3,470.00 3,470.00 0.00 | 631,895.00 357,653.74 43.40 | |
|--|--|-----------------|--|--|--|---|---|--|---|-----------------------------|------------|
| BULK WATER | Revenues 341.010.000 INTEREST INCOME-CHECKING/SVGS 342.200.000 RENTAL INCOME 354.030.000 STATE GRANT PROCEEDS 357.030.000 LOCAL GRANT PROCEEDS 378.122.000 BULK WATER-NIAGARA-HOWARD PLANT 378.700.000 MILESBURG WATER USAGE REVENUE 399.001.000 USE OF RESERVES | <u>Expenses</u> | 436.318.000 PARKVIEW HEIGHTS STORMWATER MGMT EXP | 451.361.000 ELECTRICITY-WATER ST PROPERTY 451.800.000 WATER ST PROPERTY EXPENSES 455.215.000 POSTAGE EXPENSE | 455.310.000 AUDIT EXPENSE 455.314 000 FGAI FEFS EXPENSE | 460.351.000 COMMERCIAL INS EXP-WATERFRONT 460.361.000 ELECTRICITY EXPENSE-WATERFRONT | 463.500.000 CONTRIBUTION TO CBICC 465.210.000 OFFICE SUPPLIES EXPENSE 471.710.000 WATER ST BUILDING LOAN-FNB #4440- | PRINCIPAL 471.711.000 WATER ST BUILDING LOAN-FNB #4440- INTEREST | 472.401.000 PRIN PMTS-NW LOAN #3432-WATERFRONT 472.402.000 INT EXP-NW LOAN #3432-WATERFRONT 481.500.000 CONSERVATION OF NAT'L RESOURCE 499.905.000 MISCELLANEOUS EXPENSE | Total Expenses | Net Income |

Budget vs Actual Summary June 2023

| | 2022 | 2023 | YTD | Percentage Received | Percentage Prior |
|--------------------|--------------|--------------|-------------|------------------------|---------------------|
| <u>Revenue</u> | Actual | Budget | Received | Year to Date | Year |
| General | \$3,781,193 | \$3,400,420 | \$2,357,579 | 69.33% | 68.19% |
| Streetlighting | \$60,583 | \$70,595 | \$55,649 | 78.83% | 45.61% |
| Fire Department | \$266,624 | \$422,225 | \$113,604 | 26.91% | 41.59% |
| Fire Equipment | \$105,792 | \$113,030 | \$74,455 | 65.87% | 56.85% |
| Parks & Recreation | \$125,556 | \$132,205 | \$109,544 | 82.86% | 85.63% |
| Water | \$1,749,645 | \$1,638,895 | \$859,898 | 52.47% | 43.40% |
| Sewer | \$3,296,241 | \$3,749,495 | \$1,719,738 | 45.87% | 45.49% |
| Refuse | \$1,149,762 | \$1,603,175 | \$617,002 | 38.49% | 50.62% |
| Special Projects | \$1,171,056 | \$2,264,905 | \$3,361,391 | 148.41% | 15.83% |
| Liquid Fuels | \$169,060 | \$301,750 | \$174,831 | 57.94% | 45.70% |
| EMS | \$25,102 | \$24,315 | \$23,169 | 95.29% | 96.27% |
| Capital Projects | \$297,712 | \$284,730 | \$167,582 | 58.86% | 48.39% |
| Bulk Water | \$1,240,102 | \$631,895 | \$56,976 | 9.02% | 276.51% |
| TOTAL | \$13,438,430 | \$14,637,635 | \$9,691,418 | | |
| | | | | | |

| | 2022 | 2023 | YTD | Percentage Expended | Percentage Prior |
|--------------------|------------------|--------------------|-------------|------------------------|---------------------|
| <u>Expense</u> | Actual | Budget | Expended | Year to Date | Year |
| General | | | | | |
| Council | \$56,359 | \$51,550 | \$18,878 | 36.62% | 50.51% |
| Executive | \$135,150 | \$130,550 | \$65,589 | 50.24% | 50.42% |
| Mayor | \$3,218 | \$4,065 | \$1,857 | 45.69% | 38.88% |
| Treasurer | \$2,571 | \$2,790 | \$1,763 | 63.20% | 67.43% |
| R/E Tax Coll | \$8,784 | \$9,310 | \$6,747 | 72.47% | 80.86% |
| General Gov't | \$506,540 | \$511,400 | \$255,544 | 49.97% | 45.94% |
| Police | \$1,477,126 | \$1,466,265 | \$726,467 | 49.55% | 53.25% |
| Crossing Guards | \$2,283 | \$3,385 | \$1,653 | 48.85% | 15.46% |
| Parking Enforce | \$156,865 | \$157,895 | \$68,150 | 43.16% | 57.78% |
| Codes | \$4,141 | \$13,225 | \$1,176 | 8.89% | 17.98% |
| Planning/Zoning | \$34,434 | \$43,335 | \$18,584 | 42.89% | 58.91% |
| Streets | \$718,741 | \$755,970 | \$328,721 | 43.48% | 38.09% |
| Other | \$230,188 | \$116,590 | \$48,973 | 42.00% | 28.24% |
| HARB | \$17,271 | \$16,590 | \$5,739 | 34.59% | 11.39% |
| Transfers Out | <u>\$117,500</u> | <u>\$117,500</u> | <u>\$0</u> | 0.00% | 87.23% |
| Total General Fund | \$3,471,172 | <u>\$3,400,420</u> | \$1,549,842 | | |
| | | | | | |

| | 2022 | 2023 | YTD | Percentage Expended | Percentage Prior |
|--------------------|--------------|--------------|-------------|------------------------|---------------------|
| <u>Expense</u> | Actual | Budget | Expended | Year to Date | Year |
| Streetlighting | \$79,154 | \$70,595 | \$27,170 | 38.49% | 17.88% |
| Fire Department | \$250,307 | \$422,225 | \$96,423 | 22.84% | 26.16% |
| Fire Equipment | \$106,209 | \$113,030 | \$64,296 | 56.88% | 45.98% |
| Parks & Recreation | \$133,964 | \$132,205 | \$47,467 | 35.90% | 38.96% |
| Water | \$1,015,734 | \$1,638,895 | \$730,774 | 44.59% | 39.71% |
| Sewer | \$3,348,509 | \$3,749,495 | \$1,219,113 | 32.51% | 33.12% |
| Refuse | \$916,550 | \$1,603,175 | \$526,363 | 32.83% | 40.64% |
| Special Projects | \$1,160,530 | \$2,264,905 | \$1,058,302 | 46.73% | 7.96% |
| Liquid Fuels | \$223,474 | \$301,750 | \$1,399 | 0.46% | 8.24% |
| EMS | \$25,704 | \$24,315 | \$7,378 | 30.34% | 0.00% |
| Capital Projects | \$192,648 | \$284,730 | \$0 | 0.00% | 21.36% |
| Bulk Water | \$702,172 | \$631,895 | \$274,241 | 43.40% | 156.90% |
| TOTAL | \$11,626,127 | \$14,637,635 | \$5,602,766 | | |
| | | | | | |

Bellefonte Borough Council Packet August 7, 2023 Treasurer's Report

Month - June

| | | 7 | Month - June | , | , | |
|------------------|--------------|-----------------|---------------------|--|-----------|---|
| | | | | | | |
| Account | Budgeted | Receipts | % | Budgeted | Expenses | % |
| | Receipts | To Date | Received | Expenses | To Date | Spent |
| | 0.400.400 | 0.05 | | , | , , | |
| General | 3,400,420 | 2,357,579 | 69.3% | 3,400,420 | 1,549,842 | |
| Streetlighting | 70,595 | 55,649 | 78.8% | 70,595 | 27,170 | |
| Fire Department | 422,225 | 113,604 | 26.9% | 422,225 | 96,423 | |
| Fire Equipment | 113,030 | 74,455 | 65.9% | 113,030 | 64,296 | |
| Parks | 132,205 | 109,544 | 82.9% | 132,205 | 47,467 | 35.9% |
| Water | 1,638,895 | 859,898 | 52.5% | 1,638,895 | 730,774 | |
| Sanitation | 3,749,495 | 1,719,738 | 45.9% | 3,749,495 | 1,219,113 | |
| Refuse | 1,603,175 | 617,002 | 38.5% | 1,603,175 | 526,363 | |
| Special Projects | 2,264,905 | 3,361,391 | 148.4% | 2,264,905 | 1,058,302 | |
| Liquid Fuels | 301,750 | 174,831 | 57.9% | 301,750 | 1,399 | 0.5% |
| Capital Projects | 284,730 | 167,582 | 58.9% | 284,730 | 0 | 0.0% |
| Bulk Water Sales | 631,895 | 56,976 | 9.0% | 631,895 | 274,241 | · |
| EMS | 24,315 | 232 | 1.0% | 24,315 | 7,378 | |
| Total | 14,637,635 | 9,668,481 | 66.1% | 14,637,635 | 5,602,766 | 38.3% |
| | | | | | | |
| | | Above figures a | are computer genera | ited | | |
| | | | | | | |
| | Beg of Month | Receipts | | Expenses | | End of Month |
| General | 2,154,590 | 171,439 | | 280,335 | | 2,045,695 |
| Act 13 | 26,637 | 86 | | 0 | | 26,722 |
| Streetlighting | 209,630 | 866 | | 943 | | 209,553 |
| Fire Department | 277,332 | 3,022 | | 18,265 | ••••• | 262,088 |
| Fire Equipment | 143,925 | 520 | | 24,700 | | 119,745 |
| Parks | 129,060 | 2,662 | | 19,215 | | 112,508 |
| Water | 1,415,191 | 177,353 | | 116,424 | | 1,476,120 |
| Sanitation | 285,202 | 503,764 | | 291,405 | | 497,561 |
| Refuse | 475,756 | 171,815 | | 129,865 | | 517,706 |
| Special Projects | 1,815 | 17 1,010 | | 123,000 | | 1.816 |
| Capital Projects | 3,096,776 | 40,241 | | 0 | | 3,137,017 |
| Danone Water | 20,984 | 10,137 | | 13,907 | | 17,213 |
| Danone vvaler | | | | 10,007 | | |
| Fotal | 8,236,897 | 1,081,907 | | 895,060 | | 8,423,744 |
| | | A.L | - f D I Ot-I- | | | |
| | | Above ligures a | re from Bank Stater | IIUIIIS | | |
| | | | | | | ******************************* |
| | | | | | | *************************************** |

In

SUMMARY OF CHECKS PAID IN JUNE 2023

| FUND | CHECK NUMBERS | | <u>AMOUNT</u> |
|----------------------|----------------------------|--------|---------------------|
| CENEDAL | 00550 00000 4000 4000 | | **** |
| GENERAL | 29556 - 29630, 1026 - 1028 | | \$280,451.39 |
| STREETLIGHTING | <u>-</u> | | \$942.84 |
| BELLEFONTE FIRE DEPT | 2759 - 2761 | | \$18,532.92 |
| FIRE EQUIPMENT | 1438 | | \$22,622.18 |
| PARKS & RECREATION | 2934 - 2940 | | \$20,528.92 |
| WATER | 13701 - 13717 | | \$118,696.21 |
| SANITATION | 15375 - 153402 | | \$297,308.72 |
| REFUSE | 5315 - 5327 | | \$130,316.56 |
| SPECIAL PROJECTS | 1014, 1015 - 1016, 150 | | \$4,207.08 |
| LIQUID FUELS | | | \$0.00 |
| EMS FUND | - | | \$7,377.57 |
| CAPITAL PROJECTS | | | \$0.00 |
| 301 N SPRING ST | 161 - 167 | | \$7,181.69 |
| BULK WATER | 721 - 723 | | \$28,946.75 |
| | | Total: | <u>\$937,112.83</u> |

Run: 7/10/2023 at 2:43 PM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
01 GF CHECKING - NW

Page: 1

| Check | <u>Date</u> | Vendor / Description | Check / Payment |
|----------|-------------|--|-----------------|
| 0999195 | 6/01/2023 | COLUMBIA GAS | 42.35 |
| 0999208 | 6/01/2023 | COLUMBIA GAS | 450.00 |
| 0999209 | 6/01/2023 | COLUMBIA GAS | 450.17 |
| 0029587 | 6/01/2023 | JJ POWELL FUEL MANAGEMENT | 4,420.87 |
| 0999200 | 6/01/2023 | AT&T MOBILITY | 160.92 |
| 0029586 | 6/01/2023 | JOHN LUCKOVICH | 50.00 |
| 0999184 | 6/02/2023 | LINK COMPUTER CORP | 175.00 |
| 0999186 | 6/02/2023 | LINK COMPUTER CORP | 1,095.00 |
| TRANSFER | 6/02/2023 | PAYROLL FUND | 1.48 |
| 0999198 | 6/02/2023 | GROFF TRACTOR & EQUIPMENT, INC | 1,330.30 |
| 0999205 | 6/05/2023 | GROFF TRACTOR & EQUIPMENT, INC | 302.40 |
| AUTO | 6/05/2023 | ВМО | 704.00 |
| 0999202 | 6/05/2023 | QUILL | 162.54 |
| 0999204 | 6/05/2023 | LINK COMPUTER CORP | 1,431.00 |
| 0999203 | 6/05/2023 | NAPA AUTO PARTS | 112.49 |
| 0999206 | 6/05/2023 | CAPITAL ONE | 23.17 |
| 0029588 | 6/06/2023 | LEAH A. GUIZAR | 345.00 |
| TRANSFER | 6/06/2023 | WATER FUND | 9.24 |
| 0029589 | 6/06/2023 | THE HARTFORD | 84.46 |
| 0029590 | 6/06/2023 | THE HARTFORD | 246.37 |
| 0029591 | 6/06/2023 | THE HARTFORD | 281.92 |
| TRANSFER | 6/07/2023 | PAYROLL FUND | 69,756.94 |
| 0029592 | 6/07/2023 | PAMP | 641.00 |
| 0999193 | 6/08/2023 | SIGNAL CONTROL PRODUCTS INC | 146.40 |
| 0999199 | 6/08/2023 | BRADCO SUPPLY CO | 252.00 |
| 0999211 | 6/08/2023 | GREATAMERICA FINANCIAL SVCS | 125.61 |
| TRANSFER | 6/08/2023 | FIRE DEPT FUND | 142.00 |
| 0999207 | 6/08/2023 | SEALMASTER HILLSVILLE | 5,186.80 |
| 0999210 | 6/09/2023 | TRIANGLE BUILDING SUPPLIES & SERV, INC | 51.78 |
| 0029594 | 6/09/2023 | KUHARCHIK CONSTRUCTION | 6,628.48 |
| 0029593 | 6/09/2023 | PROWELD | 427.00 |
| 0029595 | 6/09/2023 | GINA THOMPSON | 1,674.54 |
| 0999212 | 6/09/2023 | QUILL | 118.47 |
| 0999194 | 6/09/2023 | LINK COMPUTER CORP | 316.26 |
| 0029596 | 6/09/2023 | KASANDRA BOTTI, DO, FACEP | 250.00 |
| 0029599 | 6/12/2023 | HITE COMPANY | 142.00 |
| 0029603 | 6/12/2023 | BELLEFONTE BOROUGH | 15.65 |
| 0029601 | 6/12/2023 | DONALD HOLDERMAN | 927.33 |
| 0029597 | 6/12/2023 | ENCOVA INSURANCE | 280.00 |
| 0029602 | 6/12/2023 | STOVER McGLAUGHLIN | 740.00 |
| 0029600 | 6/12/2023 | JULIE BROOKS | 508.38 |
| 0029598 | 6/12/2023 | GOFLEET CORPORATION | 420.57 |
| 0999220 | 6/13/2023 | LEAF | 147.39 |
| 0029606 | 6/13/2023 | RALPH STEWART | 108.50 |
| 0029604 | 6/13/2023 | GINA THOMPSON | 1,674.54 |
| 0999218 | 6/13/2023 | COMCAST | 10.62 |
| 0999224 | 6/13/2023 | COMCAST | 229.53 |
| 0999221 | 6/13/2023 | MUNICIPAL EMPLOYERS INSURANCE TRUST | 217.00 |
| 0029605 | 6/13/2023 | PA STATE MAYORS ASSOC | 30.00 |
| 0999222 | 6/14/2023 | TRACTOR SUPPLY CO | 179.99 |
| 0999229 | 6/16/2023 | QUILL | 59.48 |
| 0999226 | 6/16/2023 | NAPA AUTO PARTS | 113.96 |
| 0999225 | 6/16/2023 | LINK COMPUTER CORP | 3,175.00 |
| 0999227 | 6/16/2023 | CLARK AUTO EQUIPMENT | 250.00 |
| 0999244 | 6/16/2023 | COMCAST | 119.94 |
| 0029608 | 6/16/2023 | FNB COMMERCIAL CREDIT CARD | 4,799.17 |
| 0029609 | 6/16/2023 | BERMAN TRUCK GROUP | 11.22 |

Run: 7/10/2023 at 2:43 PM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
01 GF CHECKING - NW

Page: 2

| <u>Check</u> | Date | Vendor / Description | | Check / Payment |
|--------------|-----------|--|---------------|------------------|
| 0029607 | 6/16/2023 | B.R. MILAZZO | | 1,000.00 |
| 0999228 | 6/16/2023 | STATE COLLEGE FORD LINCOLN INC | | 201.34 |
| 0999219 | 6/16/2023 | WEST PENN POWER | | 10.08 |
| 0999235 | 6/16/2023 | WEST PENN POWER | | 299.03 |
| 0999236 | 6/16/2023 | WEST PENN POWER | | 129.80 |
| 0029615 | 6/19/2023 | UNITED STATES TREASURY | | 118.82 |
| 0029612 | 6/19/2023 | HIGHMARK BLUE SH | | |
| 0029610 | 6/19/2023 | BARBARA DANN | | 123.35 893.57 |
| 0029613 | 6/19/2023 | HIGHMARK BLUE SHIELD | | 9,567.45 |
| 0029611 | 6/19/2023 | PA MUNICIPAL HEALTH INSURANCE COOP | | 42,318.00 |
| 0029614 | 6/19/2023 | TRANS ASSOCIATES ENGINEERING CONS INC | | |
| 0999239 | 6/20/2023 | SAFEGUARD BUSINESS SYSTEMS | | 1,460.00 |
| 0999232 | 6/20/2023 | WEST PENN POWER | | 182.59 |
| 0999233 | 6/20/2023 | WEST PENN POWER | | 10.21 |
| TRANSFER | 6/21/2023 | PAYROLL FUND | | 10.09 |
| 0999238 | | QUILL | | 87,077.93 |
| | 6/21/2023 | a feet of the control | | 16.99 |
| 0999230 | 6/21/2023 | M&M COPY SERVICE | | 21.80 |
| 0999241 | 6/21/2023 | CLARK AUTO EQUIPMENT | | 5,799.99 |
| 0029616 | 6/22/2023 | ALVIN YODER | | 105.25 |
| 0999234 | 6/22/2023 | GROVE PRINTING, INC | | 131.94 |
| 0999217 | 6/22/2023 | EASTERN ELEVATOR SERVICE & SALES | | 119.54 |
| 0999231 | 6/22/2023 | STAPLES CREDIT PLAN | | 149.97 |
| 0999249 | 6/23/2023 | COMCAST | | 139.90 |
| 0999242 | 6/23/2023 | U.S. BANK EQUIPMENT FINANCE | | 198.00 |
| 0999246 | 6/26/2023 | WEST PENN POWER | | 45.93 |
| 0999250 | 6/26/2023 | STATE COLLEGE FORD LINCOLN INC | | 633.56 |
| 0999252 | 6/26/2023 | LINDE GAS & EQUIPMENT | | 74.67 |
| 0999248 | 6/26/2023 | DOCEO OFFICE SOLUTIONS LLC | | 286.48 |
| 0999223 | 6/27/2023 | COLUMN SOFTWARE, PBC | | 24.86 |
| 0029617 | 6/27/2023 | HIGHMARK BLUE SHIE | | 1,092.00 |
| 0029618 | 6/28/2023 | ALYSSA DOHERTY | | 120.00 |
| 0029621 | 6/28/2023 | MARK BROOKS | | 120.00 |
| 0029619 | 6/28/2023 | GABRIELLE VARDZEL | | 120.00 |
| 0999213 | 6/28/2023 | FRED & YVONNE SMITH | | 139.40 |
| 0029620 | 6/28/2023 | ROB HERSCHELL | | 120.00 |
| 0029627 | 6/28/2023 | DONALD HOLDERMAN | | 120.00 |
| 0029626 | 6/28/2023 | SHAWN WEAVER | | 120.00 |
| 0029622 | 6/28/2023 | SCOTT HOMAN | | 120.00 |
| 0029623 | 6/28/2023 | LORI McGOWAN | | 120.00 |
| 0029624 | 6/28/2023 | JASON OSTROSKIE | | 120.00 |
| 0029628 | 6/28/2023 | RALPH STEWART | | 120.00 |
| 0999214 | 6/28/2023 | THOMAS THAL & CYNTHIA TRESSLER | | 289.80 |
| 0029625 | 6/28/2023 | WILLIAM WITMER III | | 120.00 |
| 0999216 | 6/28/2023 | DARREL & NORMA ZACCAGNI | | 329.80 |
| 0999215 | 6/28/2023 | LESTER & MARIE McCLELLAN | | 307.80 |
| TRANSFER | 6/28/2023 | PARKS AND RECREATION FUND | | 50.00 |
| TRANSFER | 6/29/2023 | PAYROLL FUND | | 219.38 |
| 0999254 | 6/29/2023 | NAPA AUTO PARTS | | 130.23 |
| 0999237 | 6/29/2023 | PORT'S SPORTS EMPORIUM | | 405.19 |
| 0999253 | 6/29/2023 | BRADCO SUPPLY CO | | 88.20 |
| 0999243 | 6/29/2023 | CAMPBELI, DURRANT P.C. | | 769.91 |
| 0029629 | 6/29/2023 | DOCEO OFFICE SOLUTIONS LLC | | 150.00 |
| 0029630 | 6/30/2023 | SHAWN WEAVER | | 179.99 |
| | | | Total Checks: | 268,379.07 |
| | | | | |

Bellefonte Borough Council Packet August 7, 2023

Run: 7/10/2023 at 2:24 PM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023 01 GF PARKING METER CC CKG - FNB #002

Check FEE FEE

Vendor / Description <u>Date</u> 6/01/2023

6/05/2023

HEARTLAND PAYMENT SYSTEMS FRST BK MRCH SVC DISCOUNT

Check / Payment

604.07 60.58

Page: 1

Total Checks:

664.65

Bellefonte Borough Council Packet August 7, 2023

Run: 7/10/2023 at 2:14 PM

Borough of Bellefonte

Check Register from 6/01/2023 to 6/30/2023
01 GF PARK LOT CREDIT CARD ACCT-NW #4260

| Check | <u>Date</u> | Vendor / Description | | Check / Payment |
|---------|-------------|-----------------------------|---------------|-----------------|
| 0001026 | 6/01/2023 | JJ POWELL FUEL MANAGEMENT | | 11.73 |
| 0995097 | 6/02/2023 | LINK COMPUTER CORP | | 21.00 |
| FEE | 6/05/2023 | MERCHANT BANK CD DISCOUNT | | 500.07 |
| 0001027 | 6/07/2023 | PAMP | | 88.00 |
| 0995102 | 6/16/2023 | WEST PENN POWER | | 94.71 |
| 0001028 | 6/19/2023 | UNITED STATES TREASURY | | 7.45 |
| 0995098 | 6/21/2023 | FIRST DATA | | 190.16 |
| 0995099 | 6/21/2023 | IPS GROUP | | 324.00 |
| 0995101 | 6/22/2023 | DUNCAN PARKING TECHNOLOGIES | | 1,687.50 |
| 0995100 | 6/22/2023 | T2 SYSTEMS, INC | | 193.43 |
| 0995103 | 6/22/2023 | T2 SYSTEMS, INC | | 8,208.12 |
| 0995104 | 6/30/2023 | LINK COMPUTER CORP | | 21.00 |
| | | | Total Checks: | 11.347.17 |

Bellefonte Borough Council Packet August 7, 2023

Run: 7/10/2023 at 3:18 PM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023 01 GF PARKING METER-FNB #0817

Page: 1

Check FEE

Date

Vendor / Description

6/30/2023 FIRST NATIONAL BANK **Check / Payment**

60.50

Total Checks:

60.50

0.00 *

268,379-07 +

664 - 65 +

11.347.17 +

60.50 +

280,451-39 *

Run: 7/13/2023 at 8:29 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
02 SL CHECKING - NW

| <u>Check</u> | <u>Date</u> | Vendor / Description | | Check / Payment |
|--------------|-------------|----------------------------|---------------|-----------------|
| 0996281 | 6/05/2023 | WEST PENN POWER | | 25.48 |
| 0996286 | 6/15/2023 | WEST PENN POWER | | 18.26 |
| 0996291 | 6/16/2023 | WEST PENN POWER | | 299.02 |
| 0996296 | 6/16/2023 | WEST PENN POWER | | 98.04 |
| 0996297 | 6/16/2023 | WEST PENN POWER | | 67.32 |
| 0996287 | 6/20/2023 | WEST PENN POWER | | 57.81 |
| 0996288 | 6/20/2023 | WEST PENN POWER | | 16.07 |
| 0996289 | 6/20/2023 | WEST PENN POWER | | 58.14 |
| 0996290 | 6/20/2023 | WEST PENN POWER | | 18.71 |
| 0996292 | 6/20/2023 | WEST PENN POWER | | 11.91 |
| 0996293 | 6/20/2023 | WEST PENN POWER | | 17.56 |
| 0996298 | 6/20/2023 | SAFEGUARD BUSINESS SYSTEMS | | 90.58 |
| 0996299 | 6/26/2023 | WEST PENN POWER | | 100.83 |
| 0996300 | 6/26/2023 | WEST PENN POWER | | 11.64 |
| 0996301 | 6/26/2023 | WEST PENN POWER | | 51.47 |
| | | | Total Checks: | 942.84 |

Page: 1

Run: 7/06/2023 at 12:36 PM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023

03 FD CHECKING - NW

| Check | <u>Date</u> | Vendor / Description | | Check / Payment |
|----------|---------------------------------------|------------------------------|---------------|-----------------|
| | · · · · · · · · · · · · · · · · · · · | | | |
| 0002759 | 6/01/2023 | JJ POWELL FUEL MANAGEMENT | | 776.36 |
| 0995624 | 6/01/2023 | LINK COMPUTER CORP | | 21.00 |
| 0995626 | 6/05/2023 | LINK COMPUTER CORP | | 2,892.00 |
| 0995627 | 6/07/2023 | M&M COPY SERVICE | | 644.00 |
| TRANSFER | 6/07/2023 | PAYROLL FUND | | 134.56 |
| 0995625 | 6/09/2023 | GLICK FIRE EQUIPMENT CO, INC | | 58.00 |
| 0002760 | 6/13/2023 | LAMAR | | 5,500.00 |
| 0995628 | 6/15/2023 | ABEL SIGNS | | 2,250.00 |
| 0995629 | 6/16/2023 | NAPA AUTO PARTS | | 317.17 |
| 0995630 | 6/16/2023 | EAGLE TOWING & RECOVERY INC | | 4,142.86 |
| 0002761 | 6/19/2023 | CENTRE ACRES GARAGE | | 963.35 |
| 0995634 | 6/20/2023 | VERIZON | | 540.55 |
| 0995631 | 6/21/2023 | VERIZON | | 25.42 |
| 0995632 | 6/23/2023 | UNDINE FIRE CO | | 137.50 |
| 0995633 | 6/29/2023 | GLICK FIRE EQUIPMENT CO, INC | | 130.15 |
| | | | Total Checks: | 18,532.92 |

Run: 7/06/2023 at 10:56 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
04 FE CHECKING - NW

| Check | <u>Date</u> | Vendor / Description | | Check / Payment |
|---------|-------------|----------------------|---------------|-----------------|
| 0001438 | 6/02/2023 | CAPITAL PROJECTS | | 15,230.00 |
| AUTO | 6/15/2023 | RURAL DEVELOPMENT | | 2,701.00 |
| 0995202 | 6/21/2023 | COMMONWEALTH OF PA | | 965.26 |
| 0995203 | 6/21/2023 | COMMONWEALTH OF PA | | 1,112.94 |
| 0995204 | 6/22/2023 | FIRST NATIONAL BANK | | 2,612.98 |
| | | | Total Checks: | 22,622.18 |

Run: 7/10/2023 at 10:36 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
05 PARKS CHECKING - NW

| Check | <u>Date</u> | Vendor / Description | | Check / Payment |
|----------|-------------|----------------------------|---------------|-----------------|
| 0002934 | 6/01/2023 | JJ POWELL FUEL MANAGEMENT | | 175.83 |
| 0995845 | 6/05/2023 | HOME DEPOT CREDIT SERVICES | | 114.77 |
| TRANSFER | 6/07/2023 | PAYROLL FUND | | 2,836.58 |
| 0002935 | 6/07/2023 | ANOVA FURNISHINGS | | 3,730.67 |
| 0995844 | 6/08/2023 | PORT'S SPORTS EMPORIUM | | 32.99 |
| 0995846 | 6/09/2023 | WEST PENN POWER | | 38.51 |
| TRANSFER | 6/09/2023 | GENERAL FUND | | 629.00 |
| 0002937 | 6/12/2023 | GOFLEET CORPORATION | | 16.33 |
| 0002936 | 6/12/2023 | ENCOVA INSURANCE | | 2,000.00 |
| 0995850 | 6/13/2023 | COMCAST | | 2.28 |
| 0995847 | 6/13/2023 | WEST PENN POWER | | 14.96 |
| 0995849 | 6/14/2023 | TRACTOR SUPPLY CO | | 89.99 |
| 0995848 | 6/15/2023 | WEST PENN POWER | | 31.04 |
| 0995843 | 6/15/2023 | PORT'S SPORTS EMPORIUM | | 32.00 |
| 0002939 | 6/16/2023 | FNB COMMERCIAL CREDIT CARD | | 1,645.99 |
| 0002938 | 6/16/2023 | GROWMARK FS, LLC | | 46.20 |
| 0995852 | 6/21/2023 | SAFEGUARD BUSINESS SYSTEMS | | 90.57 |
| 0995851 | 6/21/2023 | HALLS TREE SERVICE LLC | | 4,175.00 |
| TRANSFER | 6/21/2023 | PAYROLL FUND | | 3,266.22 |
| 0995853 | 6/26/2023 | WEST PENN POWER | | 9.99 |
| 0995854 | 6/26/2023 | WEST PENN POWER | | 38.37 |
| 0995855 | 6/26/2023 | WEST PENN POWER | | 11.63 |
| 0002940 | 6/30/2023 | STUDENT PAINTERS | | 1,500.00 |
| | | | Total Checks: | 20,528.92 |

Run: 7/11/2023 at 9:50 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
06 WATER CHECKING - NW

| Obsale | Data | Venden / Description | Charle / Daymont |
|--------------------|------------------------|--|------------------|
| Check | <u>Date</u> | Vendor / Description | Check / Payment |
| 0013701[VOID] | 6/01/2023 | JJ POWELL FUEL MANAGEMENT | 450.37 |
| 0013702 | 6/02/2023 | COMMONWEALTH OF PA | 2,500.00 |
| 0997863 | 6/02/2023 | WEST PENN POWER | 4,000.00 |
| 0997864 | 6/02/2023 | WEST PENN POWER | 3,607.81 |
| 0997866 | 6/02/2023 | PACE ANALYTICAL SERVICES LLC | 75.00 |
| 0997865 | 6/02/2023 | BUCHART HORN INC | 6,192.00 |
| 0997868 | 6/02/2023 | ELECTRIC MOTOR & SUPPLY | 300.00 |
| 0997849 | 6/02/2023 | LINK COMPUTER CORP | 45.00 |
| 0997850 | 6/02/2023 | LINK COMPUTER CORP | 28.00 |
| 0997856 | 6/05/2023 | McQUAIDE BLASKO, INC | 60.00 |
| 0997869 | 6/05/2023 | HITE COMPANY | 25.08 |
| 0997871 | 6/05/2023 | HOME DEPOT CREDIT SERVICES | 204.91 |
| 0997867[VOID] | 6/05/2023 | 540 TECHNOLOGIES | 212.00 |
| 0997867 | 6/05/2023 | 540 TECHNOLOGIES | 212.00 |
| 0997870 | 6/06/2023 | JJ POWELL FUEL MANAGEMENT | 1,314.55 |
| 0013703 | 6/06/2023 | PA RURAL WATER ASSOCIATION | 398.00 |
| TRANSFER | 6/07/2023 | PAYROLL FUND | 2,601.26 |
| TRANSFER | 6/07/2023 | GENERAL FUND | 231.29 |
| 0997855 | 6/08/2023 | ELECTRIC MOTOR & SUPPLY | 1,000.00 |
| TRANSFER | 6/08/2023 | GENERAL FUND | 84.95 |
| 0997857 | 6/08/2023 | LINK COMPUTER CORP | 551.81 |
| TRANSFER | 6/09/2023 | SEWER FUND | 8,301.49 |
| 0997872 | 6/09/2023 | TRIANGLE BUILDING SUPPLIES & SERV, INC | 36.42 |
| TRANSFER | 6/09/2023 | REFUSE FUND | 5,947.29 |
| 0997874 | 6/09/2023 | WEST PENN POWER | 40.76 |
| 0013704 | 6/12/2023 | GOFLEET CORPORATION | 65.32 |
| 0013705 | 6/12/2023 | L/B WATER SERVICE, INC | 15,338.75 |
| 0997875 | 6/12/2023 | COMCAST | 237.47 |
| 0997883 | 6/12/2023 | VERIZON | 238.80 |
| AUTO | 6/12/2023 | NCR | 333.15 |
| 0997882 | 6/13/2023 | COMCAST | 45.58 |
| 0997876 | 6/15/2023 | WEST PENN POWER | 189.44 |
| 0997877 | 6/15/2023 | WEST PENN POWER | 2,445.65 |
| 0997878 | 6/15/2023 | WEST PENN POWER | 10.10 |
| 0997879 | 6/15/2023 | WEST PENN POWER | 58.14 |
| 0997880 | 6/15/2023 | WEST PENN POWER | 39.78 |
| 0997881 | 6/15/2023 | TRACTOR SUPPLY CO | 89.99 |
| TRANSFER | 6/16/2023 | SEWER FUND | 2,398.97 |
| 0997884 | 6/16/2023 | LINK COMPUTER CORP | 400.00 |
| TRANSFER | 6/16/2023 | REFUSE FUND | 1,458.11 |
| 0997885 | 6/16/2023 | HITE COMPANY | 134.54 |
| 0013706 | 6/16/2023 | JJ POWELL FUEL MANAGEMENT | 450.37 |
| 0013707 | 6/16/2023 | FNB COMMERCIAL CREDIT CARD | 3,024.97 |
| 0013708 | 6/19/2023 | PA MUNICIPAL HEALTH INSURANCE COOP | 10,144.00 |
| 0013709 | 6/19/2023 | UNITED STATES TREASURY | 35.60 |
| 0997888 | 6/20/2023 | VERIZON | 25.42 |
| 0997889 | 6/20/2023 | VERIZON | 25.76 |
| 0997890 | 6/20/2023 | HEIDELBERG MATERIALS | 908.01 |
| 0997894 | 6/20/2023 | SAFEGUARD BUSINESS SYSTEMS | 135.04 |
| 0997891 0997893 | 6/20/2023 | COMCAST | 115.35 |
| TRANSFER | 6/21/2023 | HITE COMPANY | 398.66 |
| | 6/21/2023 | PAYROLL FUND | 15,675.61 |
| 0997886 0997896 | 6/21/2023 | VALLEY ACE HARDWARE | 49.99 |
| 0997887 | 6/23/2023 | WEST PENN POWER | 604.34 |
| 0997895 | 6/23/2023 | PACE ANALYTICAL SERVICES LLC | 75.00 |
| 0997898 | 6/26/2023 6/26/2023 | WEST PENN POWER | 137.43 |
| 0001000 | 0/20/2023 | L/B WATER SERVICE, INC | 952.96 |

Run: 7/11/2023 at 9:50 AM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023 **06 WATER CHECKING - NW**

Page: 2

| Check | <u>Date</u> | Vendor / Description | | Che | ck / Payment |
|----------|-------------|------------------------|---------------|-----|--------------|
| 0997899 | 6/27/2023 | L/B WATER SERVICE, INC | | | 4,246.79 |
| 0013710 | 6/27/2023 | HIGHMARK BLUE SHIE | | | 168.00 |
| 0013711 | 6/27/2023 | HIGHMARK BLUE SHIELD | | | 1,987.20 |
| 0013712 | 6/28/2023 | STEPHEN CALDANA | | | 120.00 |
| 0013713 | 6/28/2023 | CRAIG HERROLD | | | 120.00 |
| 0013714 | 6/28/2023 | BRETT MEYER | | | 120.00 |
| 0013715 | 6/28/2023 | STEPHEN DONLEY | | | 120.00 |
| 0013716 | 6/28/2023 | BARBARA WATSON | | | 120.00 |
| 0997892 | 6/28/2023 | LINK COMPUTER CORP | | | 551.81 |
| 0997897 | 6/28/2023 | UNIVAR USA INC | | | 1,331.00 |
| TRANSFER | 6/29/2023 | SEWER FUND | | | 313.81 |
| 0997900 | 6/29/2023 | COMCAST | | | 150.38 |
| 0013717 | 6/29/2023 | PROWELD | | | 778.47 |
| 0997904 | 6/30/2023 | WEST PENN POWER | | 1 | 4,472.61 |
| TRANSFER | 6/30/2023 | REFUSE FUND | | | 4,036.01 |
| TRANSFER | 6/30/2023 | SEWER FUND | | | 6,060.21 |
| | | | Tatal Observa | | 440.050.50 |

Total Checks:

119,358.58

Run: 7/10/2023 at 9:47 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
08 SEWER CHECKING - NW

| Check | <u>Date</u> | Vendor / Description | Check / Payment |
|--------------------|------------------------|--|--------------------|
| 0997207 | 6/01/2023 | COLUMBIA GAS | 196.33 |
| 0015375 | 6/01/2023 | JJ POWELL FUEL MANAGEMENT | 458.62 |
| 0997198 | 6/02/2023 | LINK COMPUTER CORP | 42.00 |
| 0997199 | 6/02/2023 | LINK COMPUTER CORP | 60.00 |
| 0997205 | 6/02/2023 | MARTZ TECHNOLOGIES, INC | 1,215.25 |
| 0997182 | 6/02/2023 | INGERSOLL RAND | 2,042.74 |
| 0997209 | 6/02/2023 | PENSTAN | 391.44 |
| 0997181 | 6/02/2023 | POLLU-TECH, INC | 4,140.00 |
| 0997204 | 6/02/2023 | SWARTZ FIRE & SAFETY, INC | 100.20 |
| 0997202 | 6/05/2023 | U.S. JETTING, LLC | 473.27 |
| 0015376 | 6/06/2023 | LEAH A. GUIZAR | 45.00 |
| 0015377 | 6/06/2023 | PA RURAL WATER ASSOCIATION | 398.00 |
| 0997196 | 6/06/2023 | THE METER GUY, LLC | 900.00 |
| TRANSFER | 6/07/2023 | PAYROLL FUND | 37,102.96 |
| TRANSFER | 6/07/2023 | NORTHWEST SAVINGS BANK | 16,748.35 |
| TRANSFER | 6/07/2023 | NORTHWEST SAVINGS BANK | 20,677.34 |
| 0015378 | 6/07/2023 | PA DEP | 100.00 |
| 0015379 | 6/07/2023 | KADY INTERNATIONAL | 6,254.00 |
| 0997197 | 6/07/2023 | QUALITY HYDRAULICS | 628.86 |
| 0997211 | 6/08/2023 | RELIANCE BANK | 5,696.02 |
| 0997212 | 6/08/2023 | NAPA AUTO PARTS | 705.83 |
| 0997203 | 6/08/2023 | GROFF TRACTOR & EQUIPMENT, INC | 89.74 |
| 0997200 | 6/08/2023 | LINK COMPUTER CORP | 551.80 |
| TRANSFER | 6/08/2023 | GENERAL FUND | 190.23 |
| 0997216 | 6/12/2023 | VERIZON | 61.66 |
| 0997206 | 6/12/2023 | QUALITY HYDRAULICS | 328.91 |
| 0015380 | 6/12/2023 | ENCOVA INSURANCE | 5,000.00 |
| 0015381 | 6/12/2023 | GOFLEET CORPORATION | 32.66 |
| 0015382 | 6/12/2023 | WEST PENN POWER | 26,592.31 |
| 0015383 | 6/12/2023 | PACE ANALYTICAL SERVICES LLC | 1,634.00 |
| 0015384[VOID] | 6/12/2023 | ROBBIE NICHOLS | 61.00 |
| 0015385 | 6/12/2023 | STOVER McGLAUGHLIN | 148.00 |
| 0015386 | 6/13/2023 | ROBBIE NICHOLS | 97.50 |
| 0997215 | 6/13/2023 | COMCAST | 69.95 |
| 0997217 | 6/13/2023 | COMCAST | 56.97 |
| 0997214 | 6/14/2023 | VALLEY ACE HARDWARE | 450.26 |
| 0997210 | 6/15/2023 | USALCO, LLC | 5,604.99 |
| 0997208 | 6/15/2023 | TRUCK STUFF & MORE | 545.00 |
| 0997221 | 6/16/2023 | EVOQUA WATER TECHNOLOGIES LLC | 1,498.67 |
| 0997218 | 6/16/2023 | LINK COMPUTER CORP | 540.00 |
| 0997219 0997220 | 6/16/2023 | STATE COLLEGE FORD LINCOLN INC LINDE GAS & EQUIPMENT | 289.31 |
| 0015387 | 6/16/2023 6/16/2023 | LANDPRO EQUIPMENT LLC | 135.39 |
| | | AMERICAN AQUATIC TESTING INC | 38.70 |
| 0015388 0015389 | 6/16/2023 6/16/2023 | FNB COMMERCIAL CREDIT CARD | 2,650.00 |
| 0015389 | 6/16/2023 | TOM LONG | 558.35 |
| 0015390 | 6/19/2023 | PA MUNICIPAL HEALTH INSURANCE COOP | 75.00 14,549.50 |
| 0015391 | 6/19/2023 | HIGHMARK BLUE SH | 132.83 |
| 0015393 | 6/19/2023 | HIGHWAY EQUIPMENT & SUPPLY CO | 86.76 |
| 0015394 | 6/19/2023 | UNITED STATES TREASURY | 34.57 |
| 0997222 | 6/20/2023 | VERIZON | 88.33 |
| 0997223 | 6/20/2023 | F.N.B. EQUIPMENT FINANCE | 1,100.47 |
| 0997213 | 6/21/2023 | COMMONWEALTH OF PA | 28,932.35 |
| 0997229 | 6/21/2023 | HITE COMPANY | 342.96 |
| TRANSFER | 6/21/2023 | PAYROLL FUND | 53,260.54 |
| 0997227 | 6/22/2023 | USA BLUEBOOK | 1,006.62 |
| 0997231 | 6/23/2023 | U.S. BANK EQUIPMENT FINANCE | 110.70 |
| | | | 110.70 |

Run: 7/10/2023 at 9:47 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023 **08 SEWER CHECKING - NW**

Page: 2

| Check | <u>Date</u> | Vendor / Description | Check / Payment |
|----------|-------------|-------------------------------------|-----------------|
| 0997224 | 6/23/2023 | POLLU-TECH, INC | 8,280.00 |
| 0997233 | 6/26/2023 | JOHNSON CONTROLS SECURITY SOLUTIONS | 178.39 |
| 0997232 | 6/26/2023 | WEST PENN POWER | 136.00 |
| 0997226 | 6/27/2023 | STATE COLLEGE BATTERY OUTLET | 479.90 |
| 0015395 | 6/27/2023 | BRYAN MUTHLER | 529.00 |
| 0015396 | 6/28/2023 | BRYAN MUTHLER | 60.00 |
| 0015397 | 6/28/2023 | FRANK NOLL | 120.00 |
| 0015398 | 6/28/2023 | DOUG WATSON | 60.00 |
| 0015399 | 6/28/2023 | SHANNON STRUBLE | 120.00 |
| 0997230 | 6/28/2023 | PENN STATE | 435.00 |
| 0997236 | 6/29/2023 | CCP INDUSTRIES, INC | 1,158.16 |
| TRANSFER | 6/29/2023 | GENERAL FUND | 105.25 |
| 0997225 | 6/29/2023 | MARTZ TECHNOLOGIES, INC | 1,601.50 |
| 0997228 | 6/29/2023 | LINK COMPUTER CORP | 551.81 |
| 0015400 | 6/29/2023 | BRYAN MUTHLER | 430.00 |
| 0015401 | 6/29/2023 | EQUIPMENT DEPOT PENNSYLVANIA INC | 22,802.47 |
| 0015402 | 6/29/2023 | CAPITAL PROJECTS | 15,000.00 |

Total Checks:

297,369.72 - 61,00 voided

Run: 7/10/2023 at 8:44 AM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
09 REFUSE CHECKING - NW

| 0995874 6/05/2023 NAPA AUTO PARTS 0995873 6/05/2023 AKS SECURITY 0005316 6/06/2023 CC RECYCLING & REFUSE AUTHORITY 5/7 TRANSFER 6/07/2023 PAYROLL FUND 6/08/2023 UNK COMPUTER CORP CORPORATION 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE 5/7 | 2,706.47 17.60 14.97 2,064.80 3,591.24 551.81 49.36 65.32 3,450.00 20.51 259.57 |
|---|---|
| 0995874 6/05/2023 NAPA AUTO PARTS 0995873 6/05/2023 AKS SECURITY 0005316 6/06/2023 CC RECYCLING & REFUSE AUTHORITY 5/7 TRANSFER 6/07/2023 PAYROLL FUND 6/08/2023 UNK COMPUTER CORP CORPORATION 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE 5/7 | 17.60 14.97 2,064.80 3,591.24 551.81 49.36 65.32 3,450.00 20.51 259.57 |
| 0005316 6/06/2023 CC RECYCLING & REFUSE AUTHORITY 5/7 TRANSFER 6/07/2023 PAYROLL FUND 6/08/2023 LINK COMPUTER CORP TRANSFER 6/08/2023 GENERAL FUND 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE 5/7 | 2,064.80 3,591.24 551.81 49.36 65.32 3,450.00 20.51 259.57 |
| TRANSFER 6/07/2023 PAYROLL FUND 0995872 6/08/2023 LINK COMPUTER CORP TRANSFER 6/08/2023 GENERAL FUND 0005318 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE | 2,064.80 3,591.24 551.81 49.36 65.32 3,450.00 20.51 259.57 |
| TRANSFER 6/07/2023 PAYROLL FUND 0995872 6/08/2023 LINK COMPUTER CORP TRANSFER 6/08/2023 GENERAL FUND 0005318 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE | 3,591.24 551.81 49.36 65.32 3,450.00 20.51 259.57 |
| 0995872 6/08/2023 LINK COMPUTER CORP TRANSFER 6/08/2023 GENERAL FUND 0005318 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE | 551.81 49.36 65.32 3,450.00 20.51 259.57 |
| 0005318 6/12/2023 GOFLEET CORPORATION 0005317 6/12/2023 ENCOVA INSURANCE | 65.32 3,450.00 20.51 259.57 |
| 0005317 6/12/2023 ENCOVA INSURANCE | 3,450.00 20.51 259.57 |
| | 20.51 259.57 |
| | 259.57 |
| 0995875 6/13/2023 COMCAST | |
| 0005319 6/16/2023 FNB COMMERCIAL CREDIT CARD | |
| TRANSFER 6/16/2023 GENERAL FUND | 119.94 |
| 0995876 6/16/2023 GOOD TIRE SERVICE | 1,920.48 |
| 0005320 6/19/2023 PA MUNICIPAL HEALTH INSURANCE COOP | 5,430.50 |
| 0005321 6/19/2023 HIGHMARK BLUE SH | 9.49 |
| 0005322 6/19/2023 UNITED STATES TREASURY | 10.56 |
| 0995877 6/20/2023 VERIZON | 25.77 |
| 0995883 6/20/2023 SAFEGUARD BUSINESS SYSTEMS | 182.58 |
| 0995880 6/20/2023 WEST PENN POWER | 73.29 |
| 0995881 6/20/2023 WEST PENN POWER | 14.16 |
| 0995879 6/20/2023 BERMAN TRUCK GROUP | 312.40 |
| 0995878 6/20/2023 EAGLE TOWING & RECOVERY INC | ,031.75 |
| TRANSFER 6/21/2023 PAYROLL FUND | 1,245.05 |
| 0995884 6/26/2023 COMCAST | 119.94 |
| 0005323 6/28/2023 JORDIN BITTENGLE | 120.00 |
| 0005325 6/28/2023 RANDY NEFF | 120.00 |
| 0005324 6/28/2023 MELISSA McCULLOUGH | 120.00 |
| 0005327 6/28/2023 JULIE BROOKS | 60.00 |
| 0005326 6/28/2023 SAMUEL HORNER | 60.00 |
| TRANSFER 6/29/2023 PAYROLL FUND | 205.00 |
| 0995885 6/29/2023 ROBINSON SEPTIC SERVICE, INC | 185.00 |
| TRANSFER 6/29/2023 WATER FUND 36 | 6,888.30 |
| 0995882 6/29/2023 LINK COMPUTER CORP | 51.80 |
| TRANSFER 6/30/2023 WATER FUND | ,218.90 |
| Total Checks: 130 | 216 56 |

Run: 7/10/2023 at 3:02 PM

Borough of Bellefonte

Check Register from 6/01/2023 to 6/30/2023 18 SPEC PRJ FNB-NVJCP CHECKING Page: 1

<u>Check</u> 0000150

<u>Date</u> 6/02/2023

Vendor / Description
BENNER TOWNSHIP

Check / Payment

49.62

Total Checks:

49.62

0 · 00 *

49.62 +

826.96 +

3,330.50 +

4.207.08 *

Run: 7/06/2023 at 12:07 PM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
18 SPEC PROJ BASEBALL FIELD GRANT CKG

| <u>Check</u> | <u>Date</u> | Vendor / Description | | Check / Payment |
|--------------|-------------|----------------------------|---------------|-----------------|
| 0995014 | 6/05/2023 | HOME DEPOT CREDIT SERVICES | | 201.96 |
| 0001014 | 6/27/2023 | CMT LABORATORIES INC | | 625.00 |
| | | | Total Checks: | 826.96 |

Run: 7/06/2023 at 12:11 PM

Borough of Bellefonte
Check Register from 6/01/2023 to 6/30/2023
18 SPEC PROJ POLICE DEPT GRANT CKG

| Check | <u>Date</u> | Vendor / Description | | Check / Payment |
|---------|-------------|-------------------------|---------------|-----------------|
| 0001015 | 6/12/2023 | MUSTANG FABRICATION INC | | 3,230.00 |
| 0001016 | 6/12/2023 | STOVER McGLAUGHLIN | | 100.50 |
| | | | Total Checks: | 3,330.50 |

Run: 7/06/2023 at 10:42 AM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023

70 EMS CHECKING

Check **Vendor / Description** Check / Payment **Date** 0995009 6/02/2023 McNEIL & COMPANY, INC 7,287.00 0995010 SAFEGUARD BUSINESS SYSTEMS 6/20/2023 90.57

> **Total Checks:** 7,377.57

Run: 7/10/2023 at 11:00 AM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023 97 301 N SPRING ST CKG

Page: 1

| <u>Check</u> | <u>Date</u> | Vendor / Description | Check / Payment |
|--|---|---|--|
| 0000161 0000162[VOID] 0000164 0000163 0000165 0000166 | 6/12/2023 6/12/2023 6/19/2023 6/20/2023 6/27/2023 6/27/2023 6/29/2023 | WEST PENN POWER STOVER McGLAUGHLIN BULK WATER THE CINCINNATI INSURANCE COMPANIES COLUMBIA GAS BELLEFONTE BOROUGH GENERAL FUND | 805.98 100.50 1,040.00 2,283.00 34.90 28.43 2,989.38 |
| | | | |

Total Checks:

7,282.19

Run: 7/10/2023 at 7:22 AM

<u>Date</u>

6/02/2023

6/09/2023

6/21/2023

6/23/2023

6/26/2023

6/29/2023

Vendor / Description

WEST PENN POWER

WEST PENN POWER

WATER FUND

PENN TERRA ENGINEERING

NORTHWEST SAVINGS BANK

SAFEGUARD BUSINESS SYSTEMS

Check

0995186

0995191

0995192

0995193

TRANSFER

TRANSFER

Borough of Bellefonte

Check Register from 6/01/2023 to 6/30/2023 98 NW BULK WATER CHECKING ACCOUNT

> Check / Payment 2,002.75 5,981.49 90.58 299.35 92.64

Total Checks:

12,867.25

4,400.44

Page: 1

0.00 *

12.867.25

16,079.50

28,946.75 *

Run: 7/10/2023 at 7:25 AM

Borough of Bellefonte Check Register from 6/01/2023 to 6/30/2023

98 BULK FNB CHECKING

<u>Check</u> 0000722

<u>Date</u> 6/06/2023 **Vendor / Description**

Check / Payment

7,764.47

Page: 1

AUTO 6/13/2023 0000723

TURNKEY LOGISTICS LLC FIRST NATIONAL BANK

2,133.93

16,079.50

6/29/2023 **BULK WATER**

6,181.10

Total Checks:

MEMORANDUM

TO: Bellefonte Borough Council

FROM: Gina Thompson: HARB, Zoning & Planning Administrator

SUBJECT: Office of Community Affairs Update

DATE: For Council Meeting August 7, 2023

PLANNING:

The Planning Commission meeting for August 14 will be cancelled as there are no projects to review.

HARB:

HARB's next meeting will be Tuesday, August 8, 2023 at 8:30 a.m. (virtually). The link to attend the meeting is here:

https://us02web.zoom.us/j/84201582037?pwd=UmdGMWZxak84UWQvQW9aRU5q0WlhQT09

- > 384 E. Linn Street Exterior rear window and door replacement.
- > 435 N. Spring Street Add L-shaped porch to cover the front of entrance.
- ➤ 469 E. Curtin Street Several exterior projects: windows, painting, gutters & downspouts, etc.

ZONING:

Short-term rentals

Per the advice of legal counsel, I will be re-issuing the Certificates of Nonconforming Use for the short-term rentals in the R-1 and R-2 residential zoning districts with updated language for more clarity. I will also issue short-term rental zoning permits, rather than have these two items be one in the same (as I had previously). The short-term rental permit must be renewed annually, but the nonconforming use status is not contingent upon renewal of the short-term rental permit.

Zoning Hearing Board

There will be a Zoning Hearing Board meeting at the end of the month. The date is still be finalized and will be reported on at the next meeting. It will either be August 22 or August 29.



To: Community Members Requesting Feedback on the Sustainability Survey

From: Joanne Tosti-Vasey on behalf of Bellefonte's Environmental Advisory Board

Re: Results of the Sustainability Survey

Date: June 21, 2023

Thank you for taking the time to complete the Sustainability Survey. On behalf of the EAB, we'd like to thank you for your participation and awareness of what you would like to see happen in the borough regarding educational programming and planning for economic and environmental sustainability.

We presented the results to the Borough Council on Tuesday, June 20, and are now sending these same results to you as requested.

Included with this memo are three files summarizing the survey results. These three documents contain the following information;

- A summary of EAB members, how many people responded, and how the survey will be used moving forward.
- A listing of potential educational programs and how many people are interested in each one.
- A chart showing what you can or might do inside and outside your home or business. This chart is broken into four parts the number of people who already do this, the number of people who would consider doing this, the number of people for whom this is not practical, and the number of people for whom the item is not applicable (e.g., a business operation without any grass to cut).

There is also a large file attached to this email with all survey question results and comments attached. If you are receiving this letter by the US Postal Service or have difficulty opening this file, it is also posted on our website or you can access it with the following link: https://bellefonte.net/2023/bellefonte-borough-sustainability-survey-summary/.

If you cannot access this document on our website, please call the Borough at (814) 353-1501 and ask for a copy of the "Bellefonte Borough Sustainability Survey Summary". The copy may be picked up at your convenience during office hours between 8:30 am and 4:30 pm Monday through Friday.

Once again, thank you for your Interest In sustainability.

CLIMATE SUSTAINABILITY SURVEY REVIEW 06/20/202

Bellefonte Environmental Advisory Board

Council Members: Joanne Tosti-Vasey

Debbie Cleeton

Borough Staff: Don Holderman

Julie Brooks

Ray Stolinas: Director of Planning and Community Development for Centre County

Pam Adams: Sustainability Planner for the Centre Region Planning Agency

Ilona Ballreich: Program Manager of the Sustainable Communities Collaborative at PennState

Kevin Abott: Bellefonte resident and business owner

Purpose conducting the Climate Sustainability Survey was to assess community interest in sustainability. The EAB met with Downtown Bellefonte, Inc., the Bellefonte Inter-valley Chamber of Commerce, Historic Bellefonte, Inc., and the Bellefonte Historical and Cultural Association to assist us in creating the survey.

DBI: Jennilynn Schuster

BIACC: Stephanie Peters

HBI: Sally Houser, Romayne Navlor

BHCA: Gay Dunne

233 Responses to Survey

64 requested a copy of the survey results

21 have expressed interest in assisting with EAB

The data collected will be used for planning educational workshops based on the areas of interest indicated. The intent is that the workshops will be coordinated with organizations that volunteer their time and effort.

The documents in this packet are compiled from data collected in two specific areas of the survey.

EAB Survey: Ideas Inside and Outside Home or Business

EAB Survey: Educational Areas of Interest

The results of the survey in whole will be provided to all members of Council.

| Majority of respondents: Not practical to do this 230 Using water collected by a dehumidifier in the washing machine. | Using unbleached paper or bamboo products (coffee filters, paper towels, toilet paper, etc.). 230 Using trash bags made out of recycled materials. 230 Using biodegradable trash bags. 230 Choosing a "clean" or "green" source of electricity. 228 Reusing the water used for washing vegetables for watering indoor plants. | Majority of respondents: Already doing this 230 Using/providing re-usable market and produce bags. 230 Using CFL, LED, or fluorescent light bulbs instead of the regular incandescent bulb. 231 Fixing leaky faucets. 232 Using low-flow shower heads. 233 Lowering our water heater to 125 degrees or using an on-demand hot water heater. 234 Using non-toxic household cleaners, like baking soda and white vinegar. 235 Buying products in bulk that reduces packaging. 236 Using our curbside recycling bins. 237 Using community drop-off bins for recycling. 238 Reducing waste by purchasing packaging that can be reused (for example, glass jars for storage) | #Responses |
|--|---|---|------------------|
| 24 | 50 20 26 36 | 147 175 196 120 103 119 126 197 147 | Already doing |
| 55 | 99 140 150 104 88 | 50 4 4 5 5 5 6 5 6 6 6 6 6 6 6 6 6 6 6 6 6 | Would |
| 114 | 0 8 5 4 6 6 8 5 5 6 6 | 46 7 55 55 56 39 | Not practical |
| 37 | 15 5 5 11 | 7 20 11 4 6 13 12 9 2 9 | N/A |

| EAB (| EAB Survey: Ideas you could do OUTSIDE your home | | | | | |
|-------|--|---------|----------|-----------|------|--|
| | | Already | Mould | Not | | |
| # Res | #Responses | doing | consider | practical | N/A | |
| | Majority of respondents: Already doing this | | | | | |
| 230 | Mulching our grass clippings each time we mow. | 118 | 25 | 45 | 42 | |
| 226 | Mulching our dry leaves in the fall. | 107 | 33 | 47 | 39 | |
| 229 | Using electric garden tools (corded or battery-powered). | 118 | 23 | 43 | 45 | |
| 230 | Do backyard composting of our yard and plant-based kitchen waste. | 75 | 22 | 72 | 28 | |
| 229 | Sign up and use Bellefonte Borough's brush collection program for composting larger materials. | 101 | 20 | 23 | 22 | |
| 230 | Not watering our lawn unless it is newly seeded. | 149 | 16 | 24 | 14 | |
| 230 | Planting drought-resistant, low-maintenance plants. | 106 | 57 | 27 | 40 | |
| 229 | Planting trees and plants native to Pennsylvania. | 106 | 61 | 21 | 14 | |
| 230 | Eliminating chemical fertilizers, herbicides, and pesticides on our lawns and gardens | 103 | 44 | 49 | 34 | |
| 229 | Walk rather than drive whenever possible. | 114 | 47 | 26 | 12 | |
| | | | | | | |
| | Majority of respondents: Would consider doing this | | | | | |
| 227 | Adding rain barrels to our home or business so we can use the water in our yard. | 37 | 66 | 63 | 28 | |
| | | | | | | |
| | Majority of respondents: Not practical to do this | | | | | |
| 229 | Using an electric lawn mower of a manual push mower to mow the grass | 47 | 77 | 90 | 7 | |
| 230 | | 36 | 5 49 | 87 | . 64 | |
| 229 | | 7 | 80 | 122 | 16 | |
| 229 | | 16 | 49 | 143 | 21 | |
| 228 | | 40 | 28 | 116 | 4 | |
| 229 | Use public transportation for local travel (CATA, Uber, Lyft, etc.). | 7 | 65 | 133 | 20 | |
| | | | | | | |

25 25

Workshops for plumbers, contractors, and do-it-yourself homeowners on replacing hot water heaters & furnaces with higher efficiency units

 ${\sf A}$ series of workshops for contractors to meet new codes on building efficiency

Upgrading my appliances and equipment for greater energy efficiency

Environmental Advisory Board Survey Results: Areas of Interest for Educational Programs

201 11. Bellefonte Climate Action Plan

General Overview

12. Energy Efficiency

- Doing an energy audit for home
- 54 54 17 Decreasing energy use through improved energy efficiency
- Financing energy efficiency projects
- Doing an energy audit for business

13. Green Business and Home Practices

14. Renewable Energy

Alternative renewable energy sources

82 42

Geothermal and heat pump options

15. Solar Energy

70 88 70

- _imitations and benefits of installing solar energy
- Financial aspects of solar energy (includes upfront costs and net metering paybacks)
- Bellefonte Borough's Solar Energy Ordinance

- Reducing single-use plastics
- 78 70 63 Marketing and reuse of plastics - the big picture
- Single-use plastic bag fees and bans

- Reducing waste through recycling
- 54 47 Reduce waste and expenses by limiting purchase of excess packaging
- How to reduce waste with on-site composting

18. Gardening

- Rain barrels
- Sustainable home gardening 79 78 73 62
 - Creating a pollinator garden
 - Backyard composting
- Benefits of choosing native plants for yard and garden

19. Stormwater and Flooding

- Rain gardens
- Pervious materials for walkways, patios, and driveways 63 14 44 88 88
 - Stormwater remediation efforts you can do
- How to reduce or prevent flood damage

20. Water Sustainability

- How to reduce water consumption in your home 9 9 1 9 1 9
 - What is 'gray water' and where/how to use it
- How to reduce water consumption in your business

21. Transportation

- improving walk-ability in town, making it a pleasant and safe walk to any destination 92 73 53 42
 - mproving opportunities for bicycling in the area
- Electric vehicles and charging infrastructure: availability, cost, charging issues, etc.
 - nformation on purchase and benefits of E-bikes

ORDINANCE 08072023-01

AN ORDINANCE OF THE BOROUGH OF BELLEFONTE, CENTRE COUNTY, PENNSYLVANIA, REPEALING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, AS AMENDED AND CHAPTER 185 ALARMS, AND ADOPTING THE CENTRE REGION RENTAL HOUSING & BUILDING SAFETY CODE, 2023 EDITION, AS AMENDED, TO BE KNOWN AS CHAPTER 425 – PROPERTY MAINTENANCE AND SAFETY

Section 101, Repeal of Ordinances. The provisions of Ordinance 1029, Ordinance 06052017-01, as amended that provide for the adoption and modification of the Centre Region Building Safety and Property Maintenance Code / 2017, and Ordinance 11182019-01, providing for amendment of the Centre Region Building Safety & Property Maintenance Code / 2017, are hereby repealed.

<u>Section 102. Changes.</u> The following articles and sections of Borough of Bellefonte Code Chapter 425 as adopted are amended, deleted, or altered as follows:

Add §425-2 Adoption of the Centre Region Rental Housing & Building Safety Code, 2023 Edition.

It is hereby adopted by the municipality for the intent and purposes set forth in § 425-1 that certain code known as the *Centre Region Rental Housing & Building Safety Code, 2023 edition,* as promulgated by the Centre Region Council of Governments, except such provisions which may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the commonwealth by virtue of such laws and which provide a more stringent standard and which are required to be observed by the municipality or the provisions of other ordinances of this jurisdiction which are in conflict with the provisions of this chapter, regardless of the strictness of the provisions. The provisions of the *Centre Region Rental Housing & Building Safety Code, 2023 edition,* as amended, are set forth in the copy presently on file in the office of the Municipal Manager, and are hereby adopted as fully as if set forth in length herein, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the limits of the municipality, except as modified by this chapter and any subsequent amendments thereto.

Add §425-3 Amendments to Rental Housing & Building Safety Code The following articles and sections of the *Centre Region Rental Housing & Building Safety Code, 2023 edition,* as adopted, are amended, deleted, or altered as follows:

- 1. The title of Table 404.5. is now: Table 404.5. Minimum Habitable Space (square feet [square meters]) applies to all properties.
- 2. Table 404.5.1 is deleted
- 3. Alter: Section 805.8 Offenses. To read: For the purpose of this suspension provision, offenses are violations of the Borough of Bellefonte Zoning Ordinance.

- 4. Section 806 Rental Housing Permit Suspension for Nuisance and Criminal Violations is modified as follows: All notations to Borough or State College Borough shall be changed to Borough of Bellefonte.
- 5. Alter: Section 806.11.1 Refuse. To read: Refers to garbage, refuse, and municipal solid waste regulations enforced by the Borough of Bellefonte Ordinance Enforcement and Zoning Officers pursuant to Chapter <u>482</u>, Solid Waste, of the Borough of Bellefonte Code.
- 6. Alter: Section 806.11.2 Property maintenance (interior and exterior). To read: Refers to regulations for the maintenance of residential property as generally enforced by the Centre Region Code Administration, pursuant to this code with the exception of Chapter **9** (Fire Code).
- 7. Alter: Section 806.11.3 Sidewalk obstruction. To read: Refers to regulations for clearing snow, ice, and other obstructions from sidewalks pursuant to Chapter 495, Article II, Sidewalks, of the Borough of Bellefonte Code.
- 8. Alter: Section 806.11.4 Noise. To read: Refers to the enforcement of Chapter <u>372</u>, Noise, of the Borough of Bellefonte Code.
- 9. Alter: Section 806.11.5 Vegetation. To read: Refers to enforcement of grass and weeds pursuant to Section 315, Vegetative growth, of this code.
- 10. Alter: Section 806.11.9 Dogs. To read: Refers to enforcement of dog offenses pursuant to Chapter 193, Animals, of the Borough of Bellefonte Code.
- 11. Alter: Section 806.11.10 Fire Code. To read: Refers to regulations for the prevention of fires at rental properties as adopted in Chapter 9 (Fire Code) of this code.
- 12. Section 807 is deleted

Add §425-4 Effective date. To read: The provisions of this ordinance shall be in full force and effect on September 1, 2023.

ENACTED AND ORDAINED as an ordinance by the Borough of Bellefonte this 7th day of August 2023.

| ATTEST: | BOROUGH OF BELLEFONTE COUNCIL |
|-------------------|-------------------------------|
| | |
| Ralph W. Stewart | Douglas A. Johnson |
| Manager/Secretary | Borough Council President |

RESOLUTION NO. 08072023-01

RESOLUTION OF THE BOROUGH OF BELLEFONTE AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE BOROUGH AND SHENANDOAH CABLE TELEVISION, LLC

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

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

WHEREAS, Shenandoah Cable Television, LLC (hereinafter the "Grantee") has requested that the Borough grant Grantee a franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Borough's residents; and

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

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

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

WHEREAS, the Borough has determined that the public interest would be served by granting Grantee a franchise according to the terms and conditions contained herein;

| | NOW TI | HEREFOR | RE, BE I' | ΓRE | SOL | VED tha | t the Boro | ugh (| Council doe | es he | ereby |
|--------|-----------|--------------|-----------|--------|--------|----------------|------------|-------|---------------|-------|-------|
| approv | e the cab | le franchise | agreeme | ent no | egotia | ted with | Grantee, i | nclu | ding all of t | he t | erms |
| and co | onditions | contained | therein, | and | does | hereby | authorize | the | execution | of | such |
| agreen | nent. | | | | | | | | | | |

| RESOLVED this <u>17th</u> day of | <u>August</u> , 2023. |
|--|----------------------------|
| ATTEST: | BOROUGH OF BELLEFONTE |
| Secretary | President, Borough Council |



BELLFEONTE BOROUGH VOLUNTEER APPLICATION

| Date: 7-2-23 Name: Donald Townserd Address: 133 1/2 w Logar st. Phone: (w) 81+ 699 1200 (h) 81+ 699 1200 (e-mail) twaynetown & Jahoo (con Occupation: Letter carrier; USPS |
|---|
| Are you a resident of Bellefonte Borough? No |
| If yes, for how many years? Voting Ward (Circle One): North, South, West |
| Experience as an elected or appointed official: Type of Position: Duties Involved: |
| NALC: Secretary-Treasurer |
| -bookeaphy |
| -bookeaphy -distribution of Funds |

Civil service, alternate
Special Skills you have which relate to the ABCs applied for:

ABC(s) that you are interested in being appointed to:

Please list any relatives or relationships you may have with any current member of a Bellefonte Authority, Board or Commission. FYI, our nepotism policy states, "[Our] prohibition [on hiring] shall not apply to employment in a temporary, seasonal position, nor to internships or volunteer work, as long as there is no direct or indirect supervisor/subordinate relationship between the relative or individual involved in a personal relationship with an employee or a personal relationship with an independent contractor of the Borough. (You can find a complete copy of Bellefonte's nepotism policy on the Borough's website.)

Other information that may be relevant in requesting appointment to the ABC(s): (please attach any additional relevant information)

Signature of Applicant

Return your completed application and resume to:
Bellefonte Borough Manager
236 West Lamb Street
or email boro@bellefontepa.gov

Municipal Building 236 W Lamb St Bellefonte, PA 16823

Tel: 814-355-1501 Fax: 814-353-2315 www.bellefonte.net TDD/TDY & Voice 711 TTY/TDD Only 717-237-2261 An Equal Opportunity Employer



Herbert, Rowland & Grubic, Inc. 2568 Park Center Boulevard State College, PA 16801 814.238.7117 www.hrg-inc.com

VIA CERTIFIED MAIL

July 24, 2023

Bellefonte Borough Council 236 West Lamb Street Bellefonte, PA 16823

Re:

Act 14 Notification

NPDES Permit Application Bellefonte Elementary School

Bellefonte Borough, Centre County, PA

Dear Councilmembers:

Acts 14, 67, 68 and 127, which amended the Municipalities Planning Code, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities and infrastructure and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in Sections 619.2 and 1105 of the Municipalities Planning Code. The Pennsylvania Department of Environmental Protection's Policy for Consideration of Local Comprehensive Plans and Zoning Ordinances in DEP Review of Permits for Facilities and Infrastructure (DEP's Land Use Policy) provides direction and guidance to DEP staff, permit applicants, and local and county governments for the implementation of Acts 67, 68 and 127 of 2000. This policy can be found at www.depweb.state.pa.us; keyword: Land Use.

Permit Type:

General NPDES Permit for Stormwater Discharges Associated with Construction

Activities.

Name of Applicant:

Bellefonte Area School District

Project Location:

The project is located along Airport Road, Bellefonte, PA 16823.

Project Description:

The project consists of the construction of an approximately 95,000 s.f.

elementary school, parking lots, utilities, and other site improvements.

In accordance with DEP's Land Use Policy, enclosed please find a Municipal Notification Form that is to be submitted with our permit application to DEP for an NPDES Permit for Stormwater Discharges Associated with Construction Activities. Please complete the attached form and return within 30 days. Please do not send this form to DEP, as we must include the Municipal Notification Form with our permit application. If we do not receive a response from you within 30 days, we shall proceed to submit our permit application to DEP without the Municipal Notification Form. If the Municipal Notification Form is not submitted with our permit application, and we provide proof to DEP that we attempted to obtain it, DEP will assume there are no substantive land use conflicts and proceed with the normal application review process.

A copy of the project location map is also enclosed for your reference.

Bellefonte Borough Councilmembers July 24, 2023 Page 2 of 2

Please do not hesitate to contact me if you have any questions or need more information. I can be reached by calling (814) 238-7117 or by emailing mdeskevich@hrg-inc.com.

Sincerely,

Herbert, Rowland & Grubic, Inc.

Matthew Deskevich, EIT Staff Professional II

MDD 009601.0428

 $P: \verb|\|0096|009601_0428| Admin\\ Permits\\ NPDES\\ Act 14s\\ Bellefonte Borough\\ 1-Letter to Bellefonte Borough. \\ 1-Letter to Bellefonte Borough\\ 1-Letter Borough\\ 1$

Enclosures

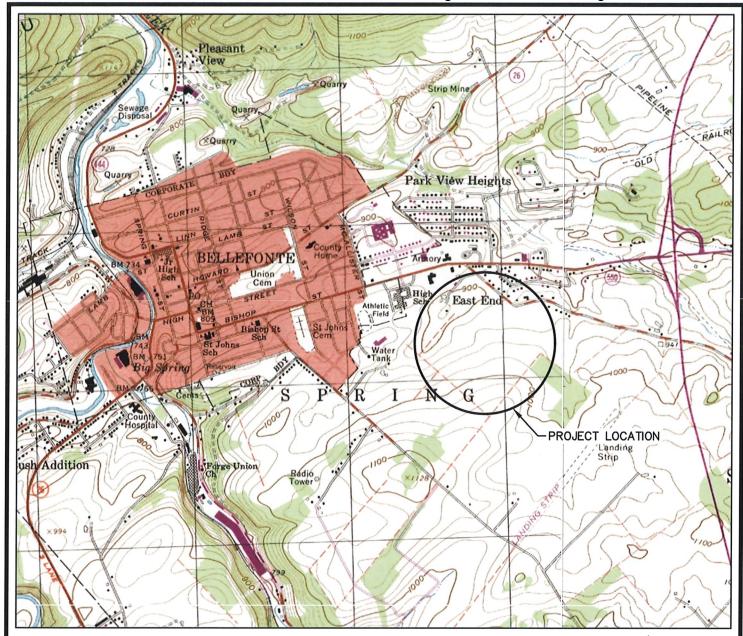
c: File

3800-FM-BCW0271c Rev. 1/2021
Municipal Notification Form
pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

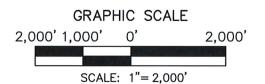
COMMONWE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF CLEAN WATER COMMONWE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF CLEAN WATER

MUNICIPAL NOTIFICATION OF PLANNED LAND DEVELOPMENT FOR CHAPTER 102 PERMITS

| PROJECT INFORMATION (COMPLETED BY APPLICANT) | | | | | |
|---|---|---|---|---|--|
| Applicant Name: | Bellefonte Area School Distric | ;t | Contact Name: | Kenneth Bean | |
| Applicant Address: | 318 North Allegheny Street | | Contact Phone: | 814-355-4814 | |
| Applicant City, State, ZIP: | Bellefonte, PA 16823 | | County: | Centre County | |
| Description of Proposed Land Development and Stormwater Controls: | | | Municipality: | Borough of Bellefonte | |
| The project includes the construction of an approximately s.f. two-story elementary school along Airport Road, behexisting high school. The project will also include parking utilities, and other site improvements. Stormwater of include several stormwater management basins. | | | Project Area: Disturbance: Surface Waters F | 108 +/- acres ☐ Phased 65 +/- acres Receiving Stormwater Discharges: | |
| Tax Parcel ID(s) Affected by | Proposed Land Development: | | Trib 22968 to Sp | oring Creek | |
| 32-204-76 | | | Discharge to: | MS4 Other SS CSS | |
| The following information wa | s submitted to the municipality for | r this proje | ct: | | |
| ☐ Land Development / Sub | Maria Charles and | | SM Plan 🛛 Oth | | |
| MUNICIPAI | PLAN / ORDINANCE INFORM | MATION (| COMPLETED BY | MUNICIPALITY) | |
| Is there an adopted mun | icipal or multi-municipal comprehe | ensive plai | n? | ☐ Yes ☐ No | |
| 2. Is there an enacted muni | cipal or multi-municipal zoning or | dinance? | | ☐ Yes ☐ No | |
| 3. If Yes to #2, is the propos | sed project consistent with the ord | dinance? | | ☐ Yes ☐ No | |
| 4. Is there a municipal storn | nwater management ordinance? | | | ☐ Yes ☐ No | |
| 5. If Yes to #4, is the proposed project consistent with the ordinance, w | | | ithout waiver? | ☐ Yes ☐ No | |
| 6. If Yes to #4, indicate type | of ordinance: | lel Ordinar | nce DEP Mod | del Ordinance (MS4s) | |
| APPLICANT | CERTIFICATION | | MUNICIPAL A | CKNOWLEDGEMENT | |
| falsification)) that the information re direction or supervision in accordar that qualified personnel properly gasubmitted. Based on my inquiry of t information, or those persons di information, the information submitte belief, true, accurate, and complete | 8 Pa.C.S. § 4904 (relating to unsworn ported herein was prepared under my nee with a system designed to assure athered and evaluated the information he person or persons who manage the rectly responsible for gathering the ed is, to the best of my knowledge and . I am aware that there are significant nation, including the possibility of fine tions. | referenced notification 2000 have municipalifi comment t and storm | d project has been so n requirements of Act e been satisfied. T ty is true and accurat to the reviewing agenc nwater ordinance con | that a permit application for the above- ubmitted to a reviewing agency and that 14 of 1984 and Acts 67, 68, and 127 of The information reported herein by the te. The municipality reserves the right to y relative to comprehensive plans, zoning, isistency. Municipal acknowledgment of e construed as project approval. | |
| Applicant Name | · · · · · · · · · · · · · · · · · · · | | al Representative | | |
| Applicant Signature M | | | al Representative | Signature | |
| Applicant Title Mui | | | Municipal Representative Title | | |
| 07-14-23 | | | • | | |
| Date of Signature | Page | Date of S | _ | | |



USGS QUAD MAPS: BELLEFONTE & MINGOVILLE





| PROJECT #: | 009601.0428 |
|------------|-------------|
| DATE: | JUNE 2023 |
| SCALE: | 1" = 2,000' |
| PM: | NLM |
| SHEET: | |
| LOC | 1 |

LOCATION MAP FOR BELLEFONTE ELEMENTARY SCHOOL

BELLEFONTE BOROUGH, CENTAR COUNTY PENNSYLVANIA



FILE PAIM & NAME: P: \0098\00980\009