

REGULAR MEETING

The Regular Meeting of the Hempfield Township Board of Supervisors was held on Monday evening, January 7, 2019, immediately following the Annual Organization Meeting in the Hempfield Township Municipal Building.

Supervisors Gary E. Hittle, David A. Geisel, and Todd P. Hittle were present.

Chairman Hittle called the meeting to order.

Chairman Hittle opened the Public Comment portion of the meeting. There were no public comments.

Chairman Hittle entertained a motion to dispense with the reading and approve of the minutes of the Regular Meeting of December 4, 2018. Supervisor Geisel made the motion, and it was seconded by Supervisor Hittle. Motion carried. Chairman Hittle said the minutes are a public document and may be viewed during regular business hours at the Township Building, and noted that they are also on-line.

Chairman Hittle said an Ordinance has been prepared and properly advertised to grant a non-exclusive cable television franchise to Time Warner Midwest LLC, known locally as Charter Communications. He instructed Secretary Hittle to read Ordinance 2019-1 in full and he did. There was no discussion regarding the Ordinance. Supervisor Geisel made the motion to approve Ordinance 2019-1 as read. The motion was seconded by Supervisor Hittle and unanimously approved by Chairman Hittle. Secretary Hittle polled the Board; Chairman Hittle-Yes; Vice-Chairman Geisel-Yes; Supervisor Hittle-Yes; motion carried.

Chairman Hittle said that a motion should be enacted that, during 2019, the Supervisors and the Township Secretary be authorized to make any necessary expenditures over and above regular operating expenditures, not to exceed \$300.00 per month, with the exception of an emergency, in which case, this amount can be exceeded. Supervisor Geisel made a motion that the Supervisors and the Township Secretary be authorized to make any necessary expenditures over and above regular operating expenditures, not to exceed \$300.00 per month, with the exception of an emergency, in which case the amount can be exceeded. The motion was seconded by Supervisor Hittle and unanimously approved by Chairman Hittle. Motion carried.

Chairman Hittle said the Supervisors need to approve the activities submitted by the Hempfield Township Volunteer Fire Department. Secretary Hittle read the activities for January. They are: January 3 – Training; January 10- Training; January 14 – Directors' Meeting and Membership Meeting; January 18 – Training/Work Session; January 22 – County Fire Chiefs Meeting; January 23- North Group Training; January 31- Training. A motion was made by Supervisor Hittle to approve the Hempfield Township Volunteer Fire Department members their participation in the above-mentioned activities. The motion was seconded by Supervisor Geisel. Motion carried.

Next on the Agenda is the viewing of reports of the various Township Departments for the month of December, 2018. First reviewed was the Police Report. There were 718 man-hours worked and 4,186 miles traveled. There were 3 traffic citations issued and 6

non-traffic citations. Property stolen was in the amount of \$1,398.95 with no property recovered. Property damaged was \$0.00. Criminal incidents totaled 223, service totaled 253, police information totaled 50, and traffic incidents totaled 20.

A report from the Hempfield Township Volunteer Fire Department was then viewed. In December, the Department responded to 6 alarms; 2 in Greenville; 2 in Hempfield Township and 2 in Pymatuning Township. They included 2 Chimney or flue fires; one Air or Gas rupture of a pressure vessel; one Natural Gas leak; one Fire and one Fire in a structure. The Fire Police logged 11 hours total in assistance.

There was one Zoning Permit issued during the month of December. It was issued to Michael Battles of 40 Templeton Avenue for a storage shed at an estimated market value of \$9,556.00.

Last viewed was the report of major work performed by the Maintenance Crew. The crew checked ditches along various Township Roads after storms; Cleaned leaves from St. Glory Road ditches; Salted and applied Anti-Skid to roads after winter storms; Removed leaves with the vac. unit along Bentley Avenue and in Country Estates Development off Hadley Road; Built new snow plow brackets for the Ford Dump Truck; Washed the 1999 International Dump Truck; Washed the Chevy Pick Up; Removed leaves from Hempfield Park; Cut up downed trees from storms in Hempfield Park; Washed HTPD vehicles various times; Fixed snow stakes along Township Roads; Mulched leaves at Bigler Cemetery; Cleaned up scrap pile; Worked with State Pipe on 2018 Sewer Maintenance Project; Greased John Deere Backhoe; Worked on fabricating Traffic Control Stands; Serviced HTPD Unit#3; Worked on Ford Dump Truck; Cleaned garage area; Trimmed trees along Gruber Road; Marked/checked numerous PA One Calls; Cleaned up wood chips; Cleaned catch basins along Township Roads; Cleaned/removed leaves along Bentley Avenue, Oakview Drive and Hamilton Avenue; Hauled wood chips/mulch to guardrail along Hamburg Road.

Annual Reports from Township Departments were next on the Agenda. There was a report from the Zoning Administrator for 2018. There were 44 permits issued in 2018.1 permit for a single family home; 3 permits for home additions; 3 permits for agriculture stands and buildings; 10 permits for garages and carports; 4 permits for decks and patios; 3 permits for swimming pools; 1 permit for a building remodel; 4 permits for home renovations; 9 permits for signs and 6 permits for storage buildings. Total fees collected during 2018 was \$5,224.00. Estimated market value for all permits issued totaled \$1,784,001.00.

The report from the Hempfield Township Police Department was presented. The report showed that the men worked a total of 9,743 man-hours in the Township and traveled 56,371 miles. Under the Traffic Category, it was reported that there were 106 accidents, resulting in 20 injuries.155 traffic citations were issued during the year and total traffic related incidents were 264. 45 non-traffic citations were issued. Under the Criminal Category, it was reported that property was stolen in the amount of \$26,368.75; \$5,348.77 was recovered, and no property damage was reported. There were 962 related criminal incidents reported, 3,589 follow-ups on criminal incidents, 9,355 home/business checks and patrols, there were 3,302 items listed under the Service Category, and 929 items listed as Police Information.

Next was the Annual Report for the Hempfield Volunteer Fire Department. HVFD responded or assisted in 205 emergency calls in 2018. Updates to the fire station included

installing new drop ceiling in the high-bay and adding new LED lighting; A new generator will be purchased with 2018 grant funds that will power the station during power outages; Engine 94 was paid off in November and a new brush truck was purchased with the support of businesses from Hempfield and Sugar Grove Townships; the first Fireman’s Jamboree took place in August.

Chairman Hittle opened the Miscellaneous portion of the meeting. There was no response.

Chairman Hittle said he would entertain a motion that checks be issued in payment of all utility bills, and that all other bills be checked and upon approval, be paid. Supervisor Geisel made the motion, Supervisor Hittle duly seconded the motion, and it was unanimously approved by Chairman Hittle. Motion carried.

There being no further business, Supervisor Hittle made a motion to adjourn. Supervisor Geisel duly seconded the motion and it was unanimously approved by Chairman Hittle. Motion carried.

Chairman Hittle declared the Meeting adjourned.

Todd P. Hittle, Township Secretary

GENERAL FUND:

PIRMA.....	28,088.00
AmTrust North America.....	23,326.00
Aqua Filter Fresh.....	65.10
Brownies Oil Company.....	905.11
Companion Life.....	320.08
David A. Geisel.....	68.80
Davevic Benefits.....	1,000.00
National Fuel.....	253.31
Gary E. Hittle.....	68.80
Greenville Water Auth.....	772.97
Hittle Auto Supply.....	264.34
Hempfield Township Mun. Auth.	129.78
John Deere Financial.....	2.57
Wallace & Dibble.....	500.00
Kelly Hittle.....	240.00
Mission Pest Management.....	32.00
PSATS.....	1,283.00
Greenville Record Argus.....	93.95
Roger R Shaffer, Jr.....	750.00
Verizon Wireless.....	239.62
Steven R. Vosler.....	225.00
Wal-Mart Community.....	84.98
Waste Management.....	84.21

Penn Power.....	290.03
Zito Business-Commercial.....	200.00
H.A. Thomson.....	350.00
Tractor Supply Co.....	509.33
DCED.....	22.50
MCRPC.....	648.00

STATE FUND:

Penn Power.....	2,109.85
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**HEMPFIELD TOWNSHIP
MERCER COUNTY, PENNSYLVANIA
ORDINANCE 2019-1**

AN ORDINANCE OF HEMPFIELD TOWNSHIP, MERCER COUNTY, PENNSYLVANIA, RELATIVE TO THE GRANTING OF A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO TIME WARNER CABLE MIDWEST LLC, LOCALLY KNOW AS CHARTER COMMUNICATIONS HEREINAFTER “GRANTEE”, TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN HEMPFIELD TOWNSHIP PURSUANT TO, AND SUBJECT TO, THE TERMS AND CONDITION OF THE NEW FRANCHISE AGREEMENT, WHICH WAS NEGOTIATED BETWEEN HEMPFIELD TOWNSHIP AND THE GRANTEE, PURSUANT TO APPLICABLE LAW, PROVIDING FOR THE AUTHORIZATION TO GRANT, RENEW, OPERATE AND MAINTAIN CABLE TELEVISION AND OTHER COMMUNICATION SYSTEMS WITHIN HEMPFIELD TOWNSHIP BY VIRTUE OF FEDERAL AND STATE STATUTES, HEMPFIELD TOWNSHIP POLICE POWERS, AND ITS PUBLIC RIGHTS OF WAY, AND PROVIDE FOR THE EFFECTIVE DATE THAT THIS ORDINANCE SHALL TAKE FULL FORCE AND EFFECT FROM AND AFTER ITS PUBLICATION AND PASSAGE, ACCORDING TO LAW, AND AFTER ACCEPTANCE OF THE FRANCHISE AGREEMENT HEREIN BELOW SUMERIZED AND MAKE A PART OF HEREOF AS IF FULLY SET FORTH.

WHEREAS, Hempfield Township and other municipalities established the “Joint Municipal Cable TV Advisory Board” to coordinate the negotiation and formation of a Cable TV Franchise Agreement applicable to all of its participating member Municipalities; and

WHEREAS, Hempfield Township through their duly authorized representatives, did participate in said “Advisory Board” negotiations; and

WHEREAS, Hempfield Township is authorized to grant, renew or deny Grantee for the installation, operation and maintenance of Cable Television and other Telecommunication systems within the boundaries of Hempfield Township by

virtue of Federal and State statutes, its police powers, and authority over its public rights of way; and

WHEREAS, Time Warner Cable Midwest LLC, locally know as Charter Communications, hereinafter “Grantee”, which fully participated in said negotiations, has applied to Hempfield Township for the renewal of a Franchise to construct, operate and maintain a cable television system within the Township; and

WHEREAS, Hempfield Township hereby finds it would serve the public interest of the citizens of the Township to approve the renewal of the Grantees’ Cable Television Franchise in the Township subject to the terms and conditions hereinafter summarized as set forth:

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Supervisors of Hempfield Township, Mercer County, Pennsylvania, and it is hereby ordained

and enacted by and with the authority of the same as follows:

Section 1:

Under this section there are outlined words and phrases as used in Cable Television Franchise Agreement, and defining same, unless a different meaning is otherwise expressly stated.

Section 2and 3:

These sections outline the grant by and within Hempfield Township of the nonexclusive right to the Grantee for a term of ten (10) years commencing on the date it is accepted by the Grantee, unless revoked earlier by and subject to the terms, conditions and limitations of this Agreement as therein stated.

Section 4:

This section outlines the use of the streets and dedicated easements for the installation, construction, operation and maintenance of the cable system.

Section 5:

This section of the Franchise Agreement outlines the standards and level of care for the design, construction, installation and maintenance of the cable system.

Section 6:

This section outlines the provisions of service to all residents within the service area per the resident density and technological feasibility requirements defined therein, as well as the notice provisions for changes in those areas.

Section 7:

This section lists the insurance/indemnity provisions applicable during the term of this agreement.

Section 8:

This section provides the notice, procedure and hearing requirements in the event the Grantor intends to revoke on the basis of a pattern of substantial non-compliance with a material provision of the Franchise.

Section 9:

This section provides the equal protection applicable to Grantors and Grantees, and notice and procedure requirements in the event of any other provider of cable services or video services (without regard to the technology used to deliver such services) being lawfully authorized by the Grantor or by another State or federal Government entity to provide such services using facilities located in the public rights of way of the Grantor; as well as an alternative to the franchise modifications upon request by the Grantee to Grantor; or the possible termination of the franchise agreement

Section 10 and 11:

These sections address the compliance with, or change in, the applicable State and Federal laws and rules regarding cable television as they become effective during the term of this agreement, including but not limited to, the occurrence of the elimination of the requirement for any person desiring to provide video or cable service to obtain a franchise from the Grantor, in which case Grantee would have the right to terminate this franchise and operate the system under the terms and conditions established in applicable law.

Section 12 and 13:

These provisions deal with the confidentiality of any books, records or maps to the Grantor provided by Grantee that constitute proprietary or confidential information unless otherwise ordered by a court or agency of competent jurisdiction pursuant to relevant state and federal law; as well as notices/miscellaneous reports or demands pursuant to the franchise agreement to be in writing and the delivery of same at designated addresses and contact persons for the Grantor and Grantee.

Section 14:

This section addresses the compliance/noncompliance standards applicable to grantee in the event of , but not limited to, sever or unusual weather condition, fire, flood or other “acts of God”, as well as strikes or work delays caused by failure of utility providers to provide their services as well as unavailability of materials and/or qualified labor to perform the work necessary

Section 16, 17 and 18:

These sections set out, respectively, the effective date of this agreement (upon acceptance by grantee recorded on the signature page of the agreement); the service to public buildings (pursuant to applicable law, Grantee shall provide without charge, standard installation and one outlet of basic cable service to designated locations within each participating municipality for non-commercial purposes) and the acceptance of the entire agreement as legally binding without modification unless made by appropriate written amendment signed by both parties as well as judicial review in the event of a dispute as to interpretation or enforcement of this agreement.

This Ordinance shall become effective five (5) days after the date of enactment.

This Ordinance No 2019-1 is hereby ADOPTED, ENACTED AND ORDAINED into law this 7th day of January, 2019 by the Board of Supervisors of Hempfield Township, Mercer County, Pennsylvania.