



HATFIELD TOWNSHIP BOARD OF COMMISSIONERS WORKSHOP MEETING AGENDA

May 8, 2024

7:30 PM

I. CALL TO ORDER

II. ROLL CALL

- ☐ COMMISSIONER PRESIDENT ZIPFEL
- ☐ COMMISSIONER VICE PRESIDENT RODGERS
- ☐ COMMISSIONER ANDRIS
- ☐ COMMISSIONER LOSTRACCO
- ☐ COMMISSIONER PARTHA

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

V. CITIZENS' COMMENTS – AGENDA ITEMS ONLY

Attention: Board of Commissioner Meetings are Video Recorded

*All comments made at the podium. Please state your name and address for the record.
Comments are guided by Resolution #10-10.*

VI. CONSENT ITEMS

Motion to Enter into the Record

A. Police Report – April

C. HTMA Meeting Minutes – March 12, 2024

VII. COMMITTEE REPORTS

A. Planning and Zoning Committee – Vice President Rodgers

1. Begin 18-month maintenance period – Bergey's Kia

Motion for Approval

2. Continuation of Conditional Use Hearing – May 22nd, 7:30pm

B. Public Works Committee

C. Parks and Recreation Committee – Commissioner LoStracco

1. Clemens Park Improvement Project - Bid Results
Motion to award the bid to A.H. Cornell and Sons, Inc. in the amount of \$1,187,432.40
2. Purchase of Dual Family ADA Restroom and Storage Building for \$282,000 through COSTARS provider M&W Precast, LLC
Motion for Approval

D. Public Safety Committee – Commissioner Partha

E. Finance Committee – Commissioner Andris

VIII. TOWNSHIP STAFF REPORTS

A. Township Manager's Report

1. Cable Franchise Agreement Renewal – Verizon & Comcast
Motion for Approval
2. Condemnation/Acquisition of 465 Sharon Drive
Resolution #24-15
Motion for Approval
3. Agreement of sale for 465 Sharon Drive in the amount of \$423,500
Motion to approve agreement and authorize township manager to effectuate all documents associated with the transaction
4. Acquisition of 2740 Lenhart in the amount of \$423,500
Motion to approve acquisition and authorize township manager to effectuate all documents associated with the transaction

IX. SOLICITOR'S REPORT

X. CITIZENS' COMMENTS

Attention: Board of Commissioner Meetings are Video Recorded
All comments made at the podium. Please state your name and address for the record. Comments are guided by Resolution #10-10.

XI. ADJOURNMENT



April 2024
Hatfield Police Monthly Report

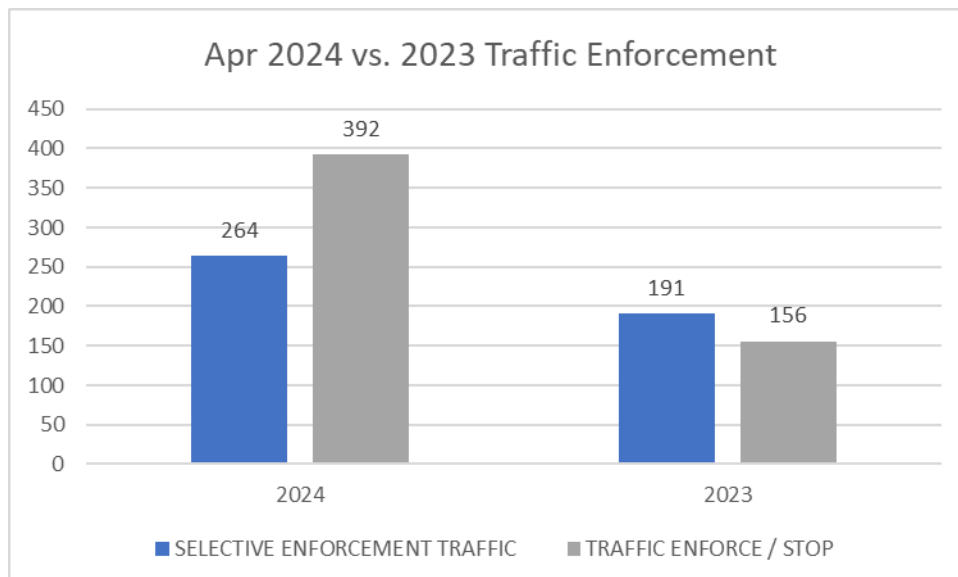
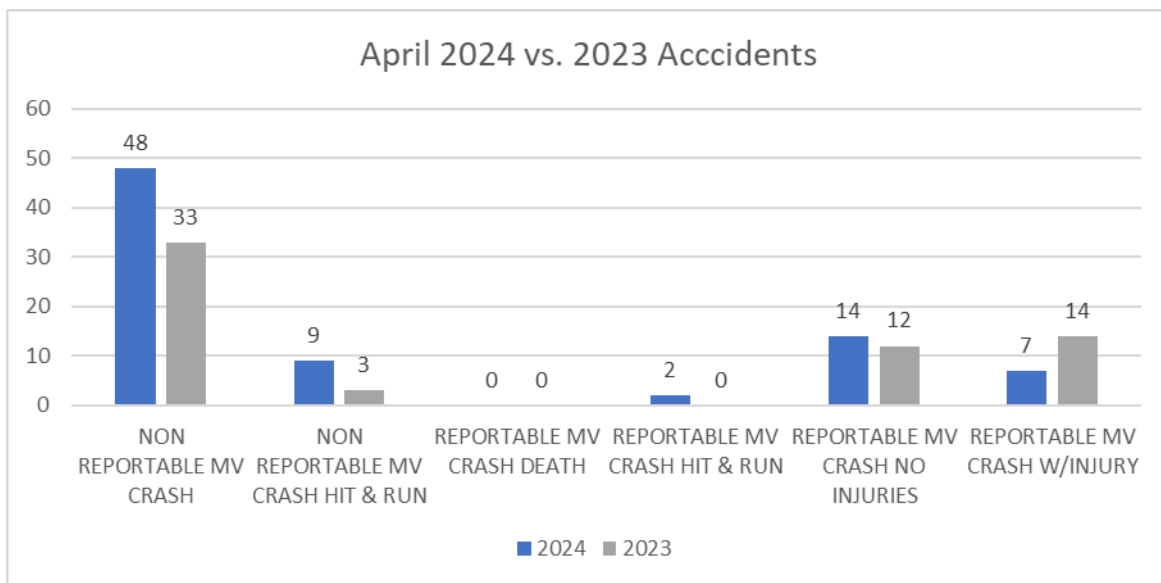


The Hatfield Police Department experienced an increase in TFMV's for the month of April with a total of (3) which were a result of vehicles being left unlocked and an increase in Aggravated Assaults with a total of (3). (1) Assault on LEO, (1) assault on VSMC staff and (1) DVI assault. HPD had a 13% increase in Part 1 Crimes and a 14% decrease in Part 2 Crimes for April 2024 vs April 2023.

Part 1 Crimes	28 Day (4/1-4/28)		
	2024	2023	% Chg
Murder	0	0	N/A
Rape	0	0	N/A
Robbery	0	0	N/A
Agg. Assault	3	0	N/A
Burglary	1	1	0%
Theft	12	14	-14%
Auto Theft	2	1	100%
Arson	0	0	N/A
Total:	18	16	13%
TFMV (*included in theft)	3	1	200%
Retail Theft (included in theft)	2	2	0%
Part 2 Crimes			
Simple Assault	0	0	N/A
Drug Sale Violations	0	0	N/A
Drug Possession Violations	3	1	200%
Forgery	0	0	N/A
Fraud	5	10	-50%
Embezzlement	0	0	N/A
Stolen Property	0	0	N/A
Criminal Mischief	0	0	N/A
Weapons Offense	0	0	N/A
Sex Offense	0	0	N/A
Family Offense	17	17	0%
Liquor Laws/Drunk Driving	2	4	-50%
Liquor Possession	0	0	N/A
Public Intoxication	3	2	50%
Disorderly Conduct	1	1	0%
All Other Offenses	0	1	-100%
Total:	31	36	-14%

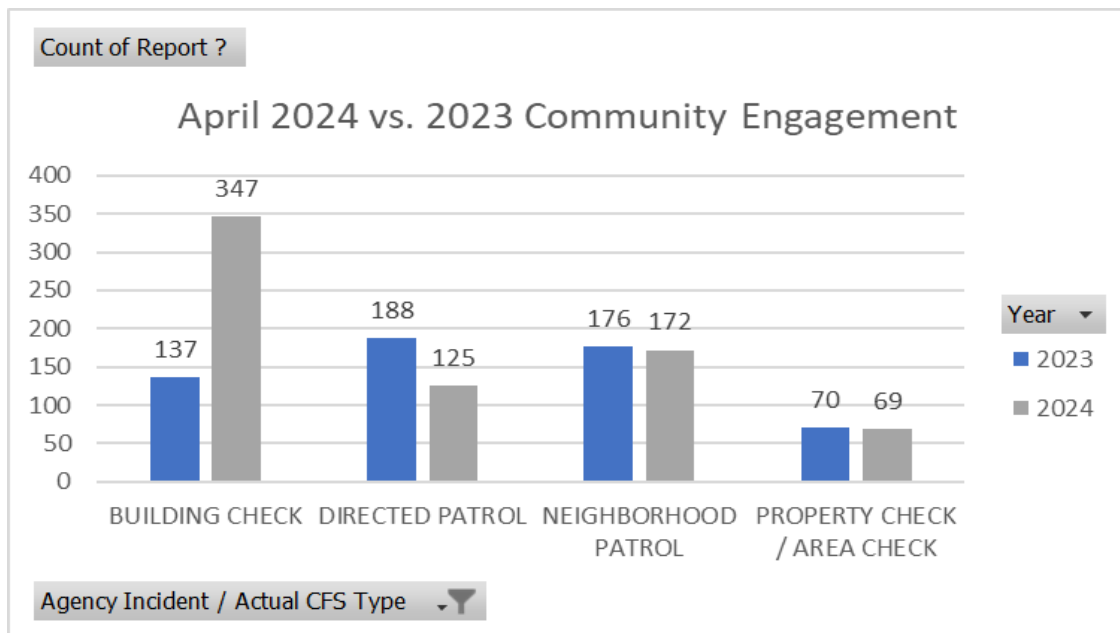


The Hatfield Police Department had an overall 29% increase in Vehicle Accidents for April 2024 (80) vs 2023 (62). There was a 50% decrease in Reportable Motor Vehicle Accidents with Injury. A total of 392 traffic stops and 264 selective enforcement details were conducted during the month of April, resulting in 262 warnings and 74 summons issued.





The Hatfield Police Department had a 25% increase in community engagement for the month of April compared to 2023. There was a 153% increase in building checks.



HATFIELD TOWNSHIP MUNICIPAL AUTHORITY
PUBLIC MEETING
March 12, 2024 7:00 PM

- I. Call to order by the Chairman at 7:00 PM
 - A. Executive Session Announcement
- II. Roll call by Secretary – Secretary Wert announced those in attendance. Chairman Ralph Harvey, Vice Chairman Don Atkiss, Treasurer Charles Sibel, Secretary Barry Wert, Asst. Secretary George Landes, Executive Director Peter Dorney, Plant Manager Corey DeSimone, Asst. Plant Manager Joe Stammers, Authority Solicitor Paul Mullin, and Authority Engineer by remote, Charles Winslow.
- III. Approval of minutes for February 13, 2024 Public Meeting – Mr. Landes made a motion to approve the minutes as presented, seconded by Mr. Atkiss and approved by the Board.
- IV. Award Presentation – Representative Steve Malagari to Charles Sibel, 50 years of service. State Representative Steve Malagari attended the meeting in order to present Mr. Sibel with a House of Representatives Proclamation on Mr. Sibel's 50 years as a Board Member.

Representative Malagari also mentioned that he was shown the progress of the Administration Building addition by Mindy Stinson, and he is very impressed with the vision of the addition and how it is turning out, and is looking forward to return to see it again when it has been completed.

Mr. Landes added that he thanks Representative Malagari for his support and assistance for the Grant we received for the addition, and his continued support for the additional Grants for which we have and are applying for towards our other projects.

- V. Citizen's comments – having asked to speak at our meeting, Martin Cohen of Towamencin Township gave a presentation to the Board regarding the perils of privatization of public sewer entities by private companies. Mr. Cohen is a member of NOPE, a group in Towamencin that is against the sale of Towamencin's sewer system to a private company. He presented a number of updates on Towamencin's current situation, and some recent court rulings denying other privatization attempts. Mr. Mullin, being duly versed in the legal aspects of privatization and current issues involving the

PUC, added some updated information to the discussion. Mr. Landes added that we understand the situation, but there is nothing HTMA can do for the NOPE group to assist with their opposition.

- VI. Union – Negotiations – Mr. Dorney mentioned that negotiations with the Union have commenced. The next scheduled meeting is April 3.
- VII. Montgomery Township – we have asked MTMSA for support letters for the Grants we are requesting for the Electric Grid Replacement Project. We also have a meeting scheduled on March 25 to discuss this project and its significant cost to both HTMA and MTMSA.
- VIII. Executive Director's Report
 - A. **NPDES Permit Appeal Update** – The newest NPDES Permit has been issued by DEP after our Stipulation of Settlement on our appeal of the previously issued Permit. Now after mutual and extensive conversations with DEP, Steve Hann will file a new appeal regarding the new BLM criteria imposed in the Permit. Mr. Wert made the motion to approve the appeal, seconded by Mr. Sibel and approved by the Board.
 - B. **Office Addition Update** – The contractor has finally begun making good progress. However, a discussion has been held to extend the contract times to July 3 for substantial completion and July 31 for final completion. The change order has been approved by the Engineer and sent to the Contractor for their signature. Mr. Mullin mentioned that extending the Contract does not prevent HTMA from invoking any penalty clauses in the Contract for exceeding the original completion dates.
 - C. **Plant Electrical Grid Update** – most of the work lately has been submitting Grant applications for the project and meeting with legislators directly, or their office aides to garner their support. To date we have met with US Representative Fitpatrick, US Senator Casey, US Senator Fetterman, State Representative Malagari, State Senator Collett, State Representative Sheuran, State Representative Labs, and Wednesday we will meet with Representative Cerrato. We still have more on our list that GMS is trying to schedule contact with.
 - D. **Flood Wall Update** – no significant progress as we must wait until the official award or denial of our Grant application before we can move forward.
 - E. **Rerate Update** – There has been no contact from DEP regarding any requirement for a rerate. We should actually see better numbers in our 2023 Chapter 94 Report because the wettest year on record, 2018 drops from the calculations and 2023 was only 5.80 mgd.
 - F. **Solar Power Update** – no movement on this project as we cannot proceed until we replace the existing Electric Grid.
 - G. **Towamencin Sewer Rate Increase** – Our staff sent letters to the Hatfield Township Residents who are affected by Towamencin's rate increase. There have been no responses received to our office.
 - H. **Budget Approved by Township** – Hatfield Township approved our Budget at their February 28 meeting, with a 4% increase.

- I. **Development Capacity Request at Leon Drive** – Based on an Engineers request to evaluate capacity in the Leon Drive sewer line for 82 additional units, Mr. Dorney has submitted an email to them stating that there is not enough additional capacity in that line to carry the flow, due to the minimal slope. Mr. Dorney then received another request to evaluate the Orvilla Road sewer line. Mr. Dorney then informed them that since this project appears to be moving forward, we will require that a Professional Services Agreement be executed with an escrow.
- J. **Secondary Brushes Bid** – Mr. Dorney presented the Bid results for new brushes assemblies for our new clarifiers. One bidder, Ford Hall Company submitted in the amount of \$40,840 total for both tanks. Mr. Landes made a motion to approve the bid and purchase, seconded by Mr. Atkiss and approved by the Board.

- IX. Pretreatment Report – Mr. Stammers reported that the request for the contributing municipalities to accept and adopt the local limits report have been sent out. None have yet done so.

Mr. DeSimone was asked about the status of the CardiGraph installation. He responded that there are numerous Zoom meetings to implement it, the next one being this week for the GIS system, and that full implementation could take 6 to 8 months.

- X. Engineer's Report
 - A. Project Requisitions – as Mr. Winslow was attending the meeting remotely and most likely behind the wheel of a car, for safety concerns Mr. Dorney read the requisitions. Requisition 1 for the Administration Building Addition in the amount of \$364,524.86, and requisition #2 for the Electric Grid Project in the amount of \$416.00. Mr. Winslow also offered some additional information on the Administration Building project as well as the Electric Grid project.
- XI. Solicitor's Report – Mr. Mullin had no additional comments other than what had already been discussed.
- XII. Treasurer's Report and Discussion
 - A. Approval of Bills – After some questions on bills and discussion, Mr. Sibel made a motion to approve the bills and requisitions as submitted, seconded by Mr. Wert and approved by the Board.
- XIII. Old Business
 - A. Mr. Atkiss made a motion to approve Resolution 2024-2 for a Community Funding Grant through the Federal Legislator's, for the Electric Grid Project, seconded by Mr. Landes and approved by the Board.
- XIV. New Business

- A. Mr. Wert asked for approval to attend the PMAA meeting in Hershey this year again, to which the Board responded that it is a great idea for him to do so based on the information he has brought back from previous meetings.

XIV. Other Business

- A. Mr. Dorney mentioned, as a reminder of how costs are increasing, that our jet-vac truck which cost \$430K three years ago, is being sold now for \$580K, a 35% increase.
- B. Mr. Landes suggested that we compare the cost of propane, currently obtained through Suburban, with some other area companies.

- XV. Adjournment – Mr. Landes made a motion to adjourn the meeting at 8:04 PM, seconded by Mr. Wert and approved by the Board.

Submitted by,

Secretary



May 3, 2024

Mr. Aaron Bibro
Hatfield Township
1950 School Road
Hatfield, PA 19440

RE: **Engineer’s Recommendation of Award**
John S. Clemens Memorial Park Project
500 Fairground Road
Hatfield Township, Montgomery County, PA
Project No. 822004.21

Dear Mr. Bibro:

Bowman Consulting Group, Ltd. (Bowman) has reviewed bids received for the above referenced project associated with Commonwealth of Pennsylvania – Department of Conservation and Natural Resources (DCNR) Agreement No. BRC-PRD-27-100. The bids were received on May 2, 2024, at 12:00PM. Below is a summary of the bids received from the four contractors:

	<i>Company</i>	<i>Total Cost</i>	<i>Status</i>
1	A.H. Cornell & Son, Inc.	\$1,187,432.40	Verified
2	G&B Construction Group	\$1,277,639.14	Verified
3	Foresite Concepts, LLC	\$1, 511,225.10	Unverified
4	Highway Materials	\$1,799,869.65	Unverified

Upon review, the bids received appear to be acceptable. Our office recommends the governing body consider awarding the contract to the qualified low bidder, A.H. Cornell & Son, Inc., of 2362 York Road, Jamison, PA18929, for a total of \$1,187,432.40.

If you have any questions, concerns, or require additional information, feel free to contact Jonathan Jones, P.E. at jonathanjones@bowman.com or 267-289-1251 or me at (484) 872-2280 or jkouch@mcmahonassociates.com.

Respectfully,



James J. Kouch, P.E.
Regional Service Leader – Municipal/Private Design

JWJ/lsw
Attachment

cc: Mr. Scott Hutt, Hatfield Township
Ms. Ashley Broudy, Hatfield Township
Mr. Tim Frank, Hatfield Township
Ms. Kimberli Flanders, CKS Engineers
Ms. Olivia Braun, MS, DCNR
Mr. Anton Kuhner, P.E., Bowman
Mr. John Fuller, P.E., Bowman

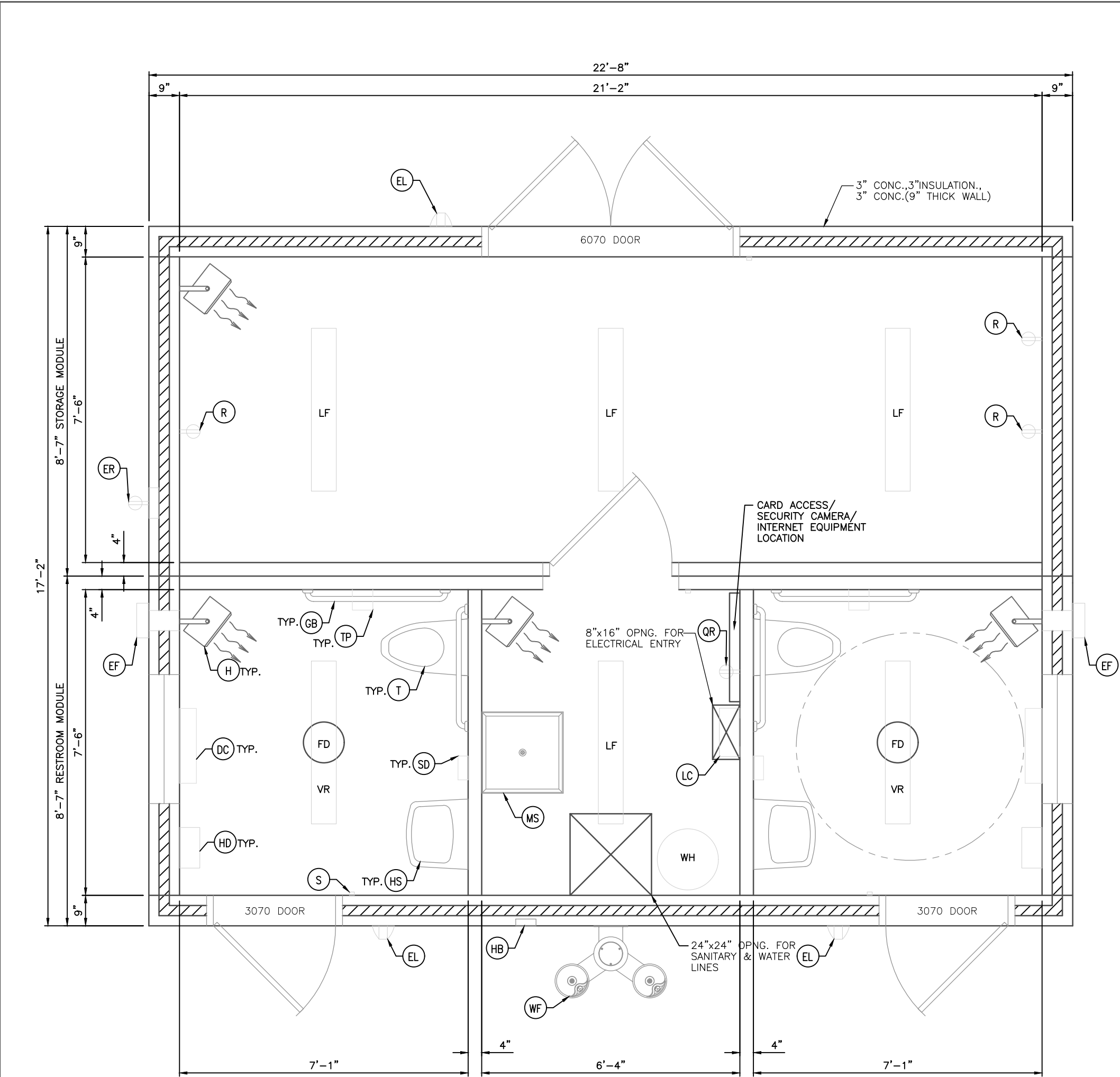
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John S. Clemens Memorial Park Project
Along
Fairgrounds Road
within
Hatfield Township, Montgomery County, PA

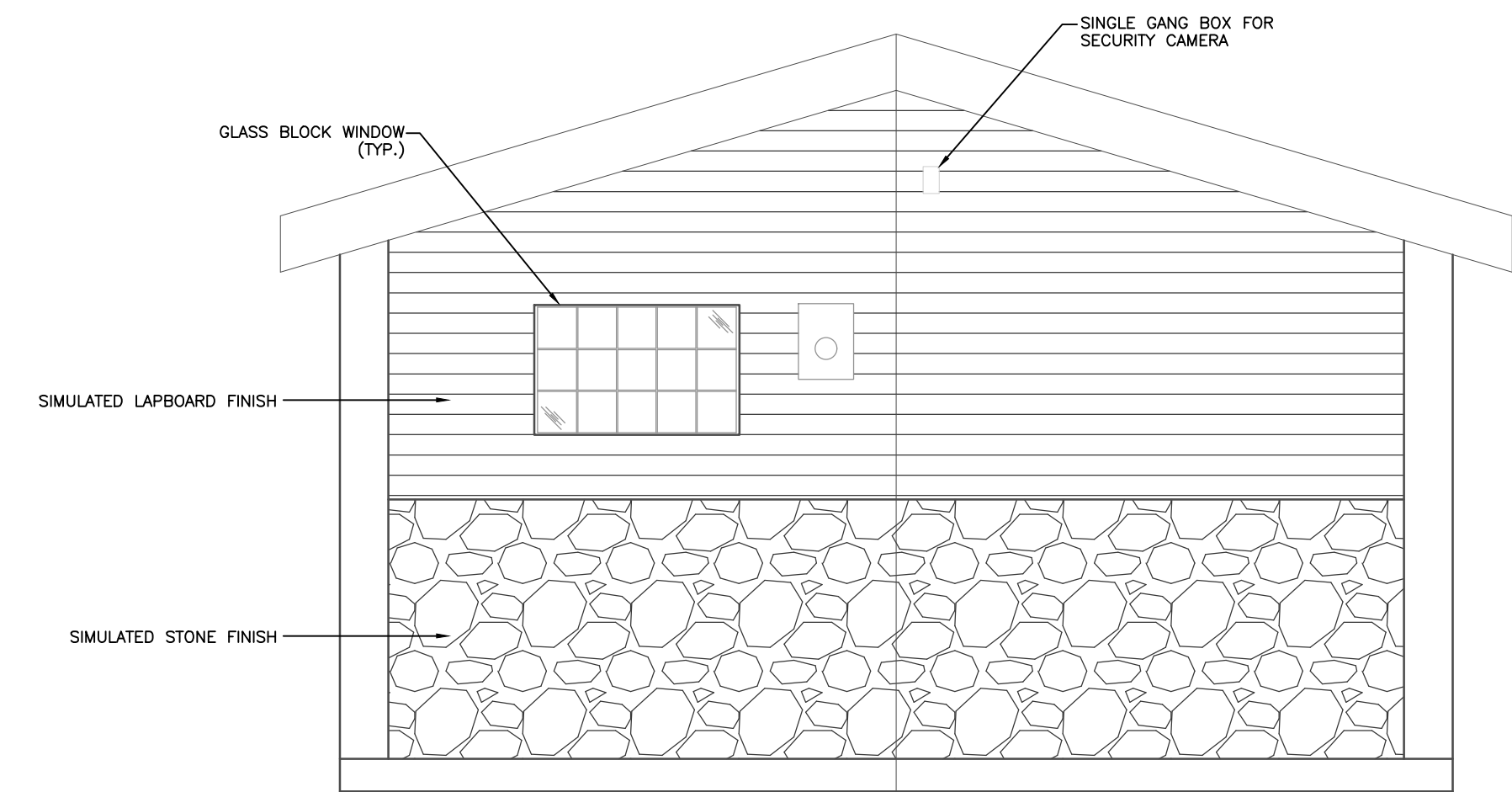
UNOFFICIAL BID RESULTS SUMMARY

May 2, 2024

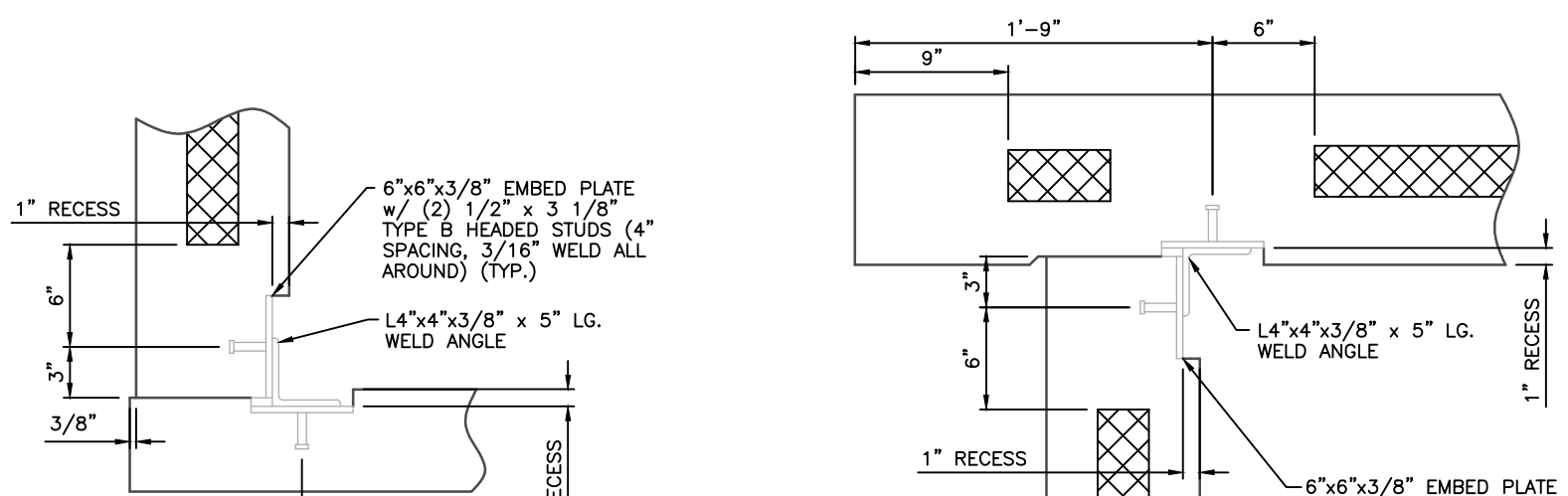
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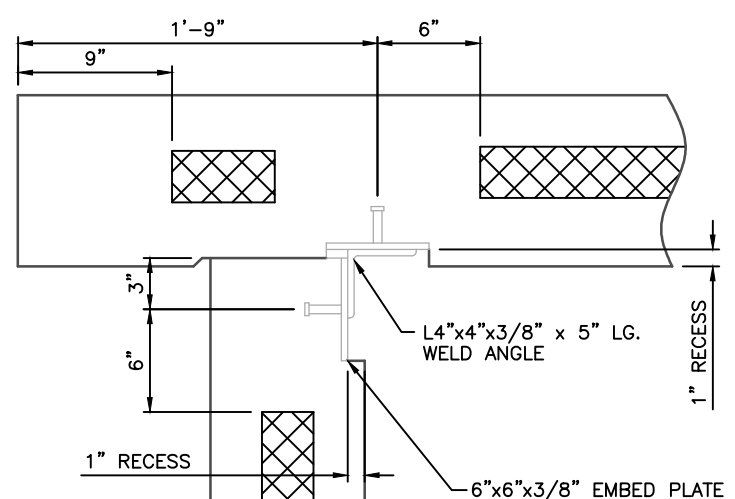
PLAN VIEW
SCALE: 3/8" = 1'-0"



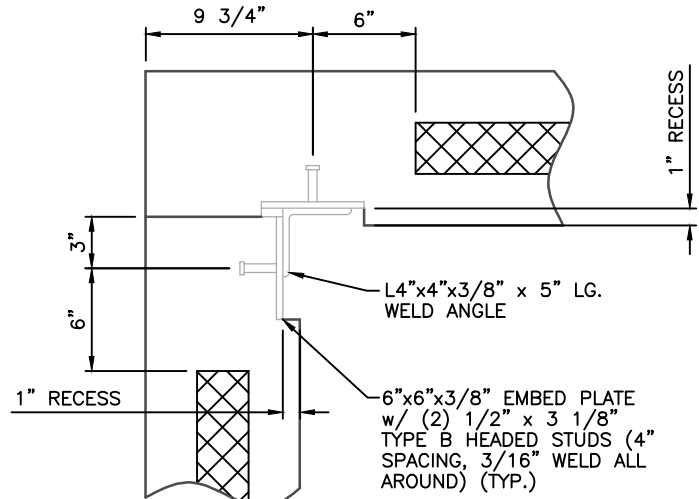
RIGHT ELEVATION
SCALE: 3/8" = 1'-0"



PANEL TO FLOOR CORNER CONNECTION
SCALE: 1" = 1'-0"

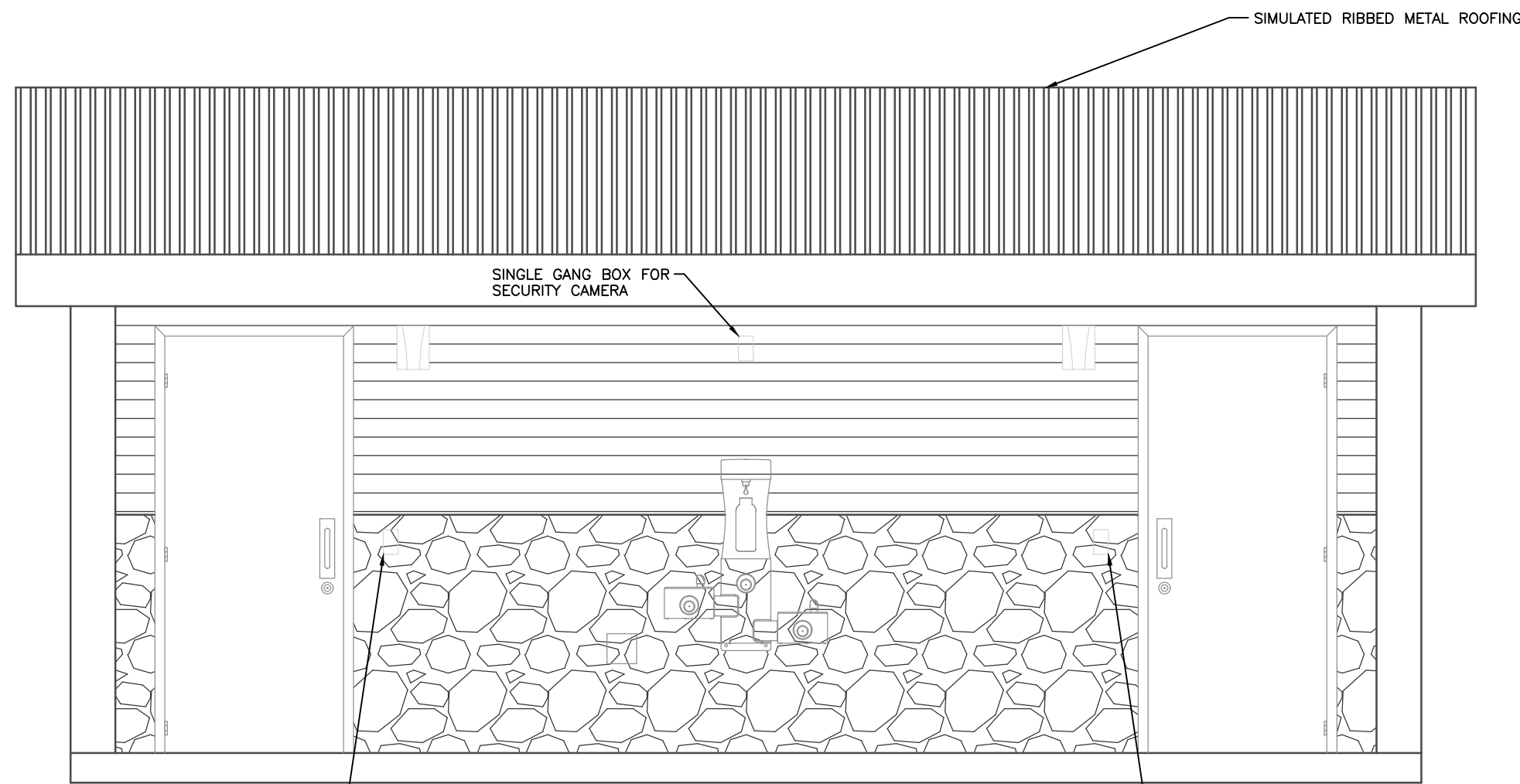


PANEL TO ROOF CORNER CONNECTION
SCALE: 1" = 1'-0"

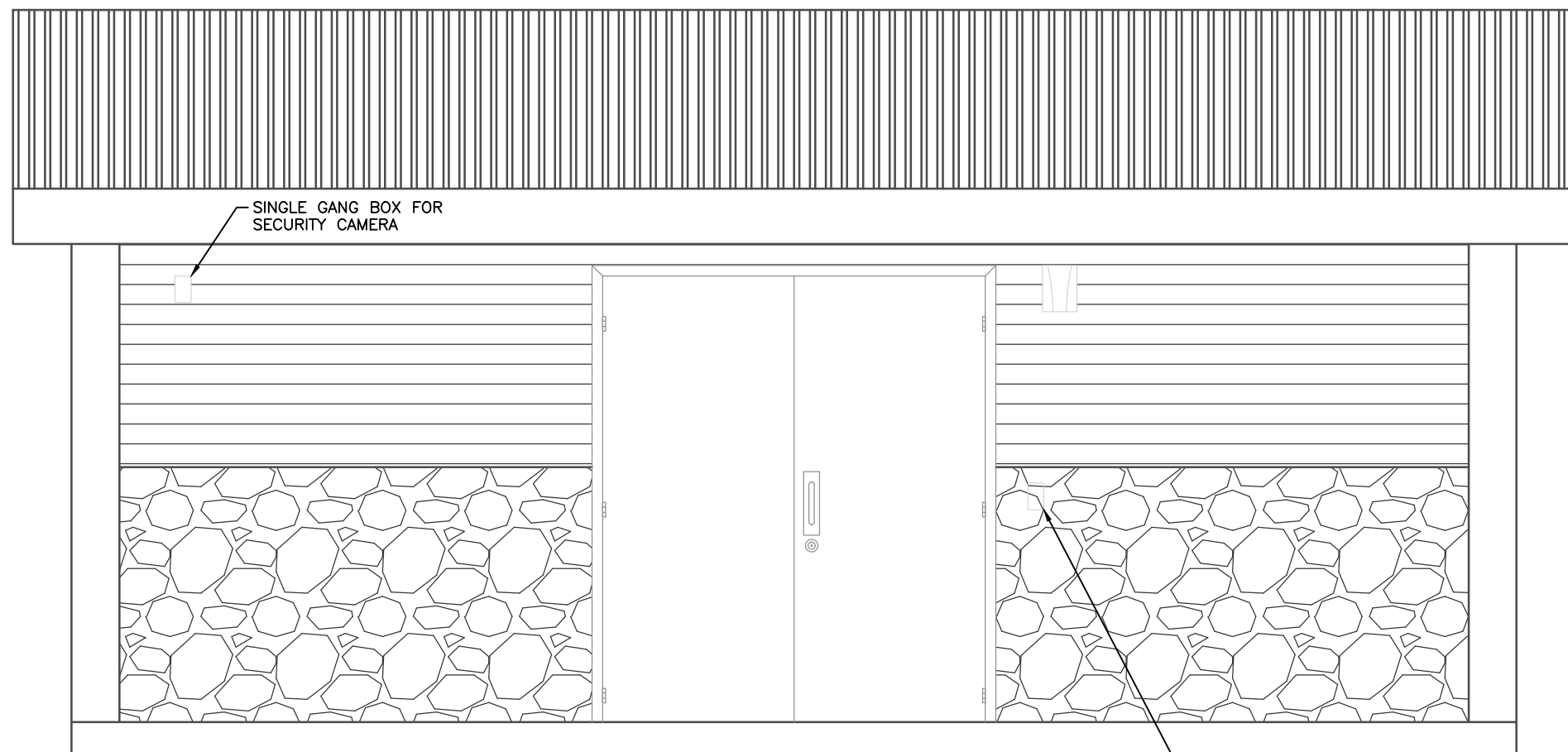


PANEL TO PANEL CONNECTION
SCALE: 1" = 1'-0"

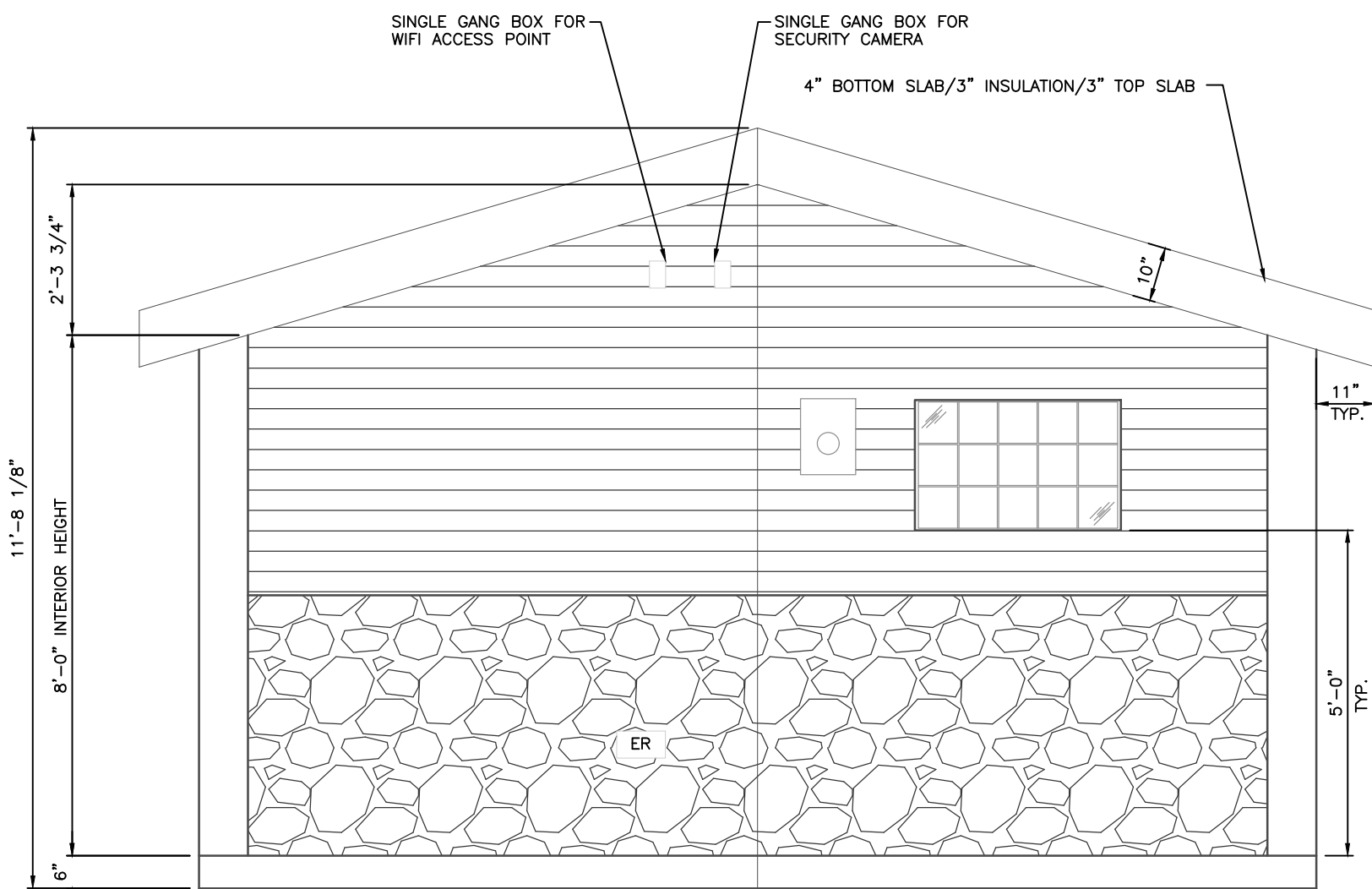
EMBED PLATED SHALL BE PATCHED FLUSH WITH INTERIOR WALLS, ROOF AND FLOOR WITH SPEED CRETE REDLINE GROUT



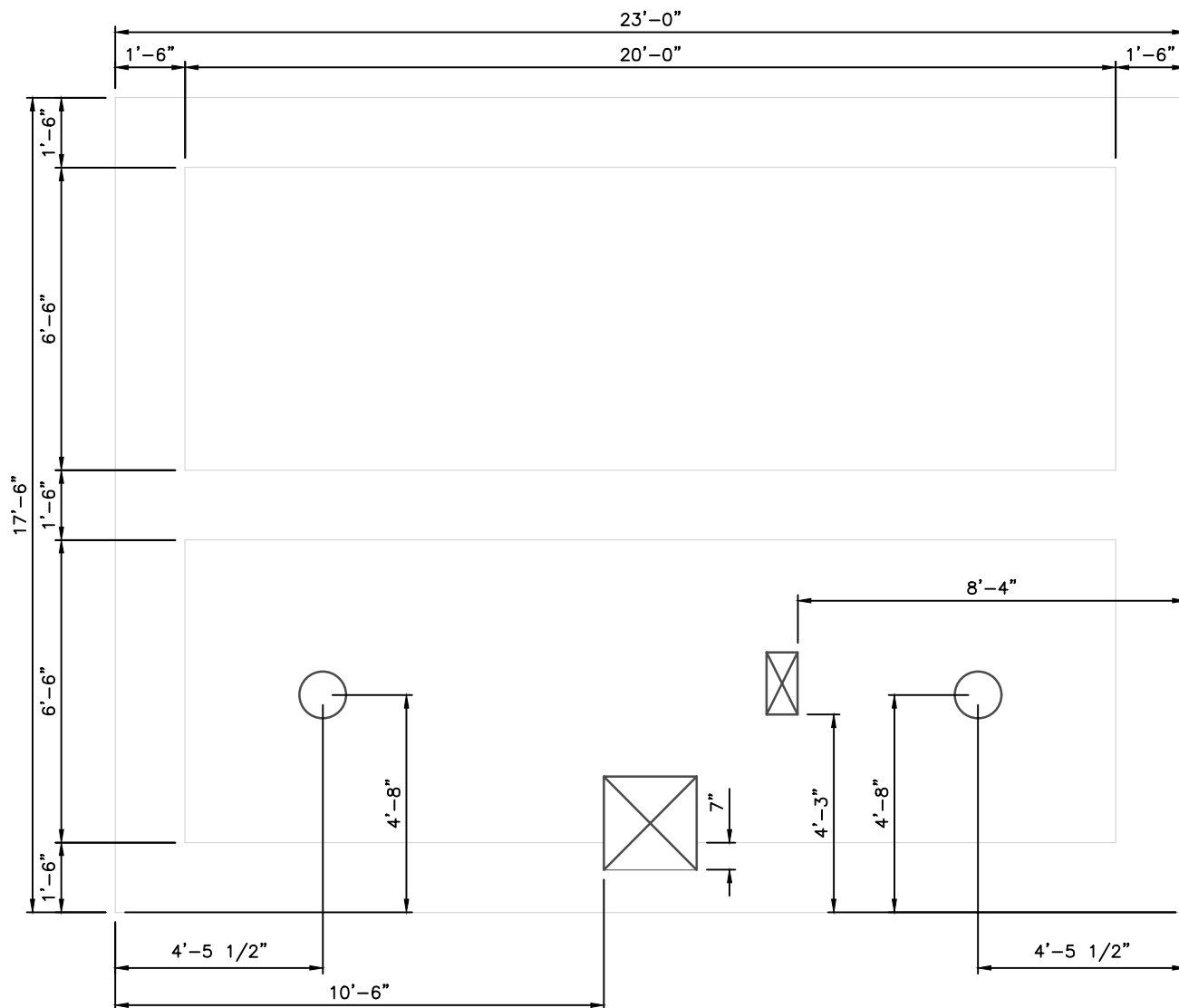
FRONT ELEVATION
SCALE: 3/8" = 1'-0"



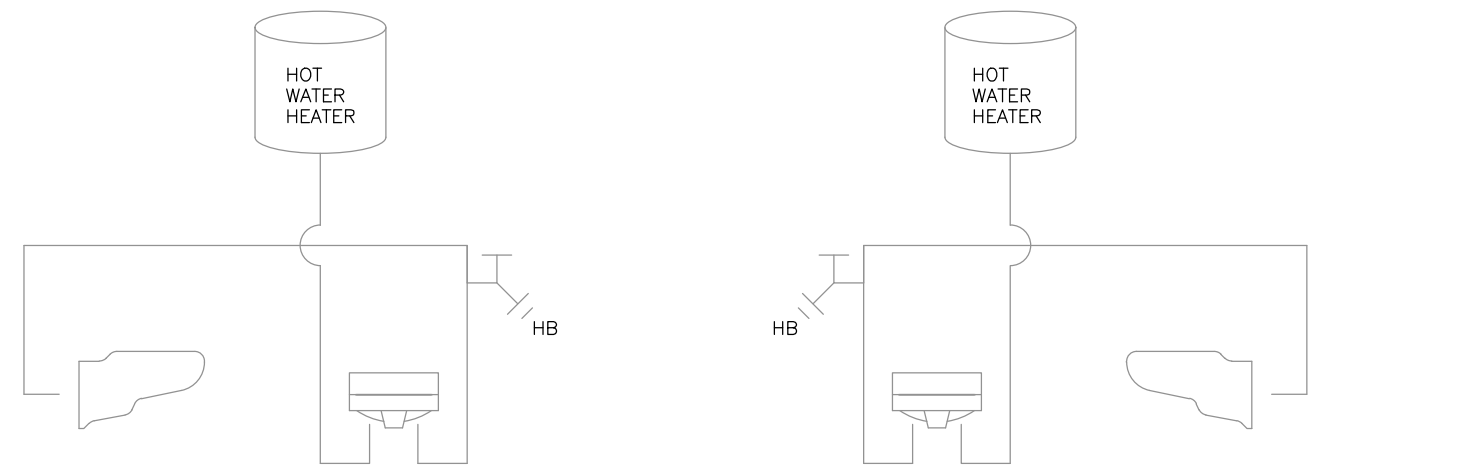
REAR ELEVATION
SCALE: 3/8" = 1'-0"



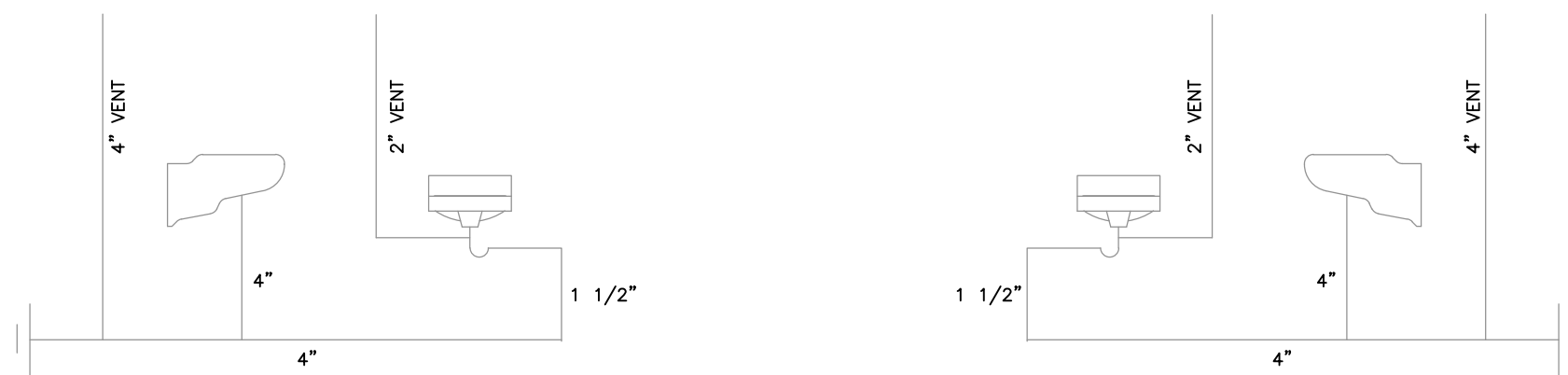
LEFT ELEVATION
SCALE: 3/8" = 1'-0"



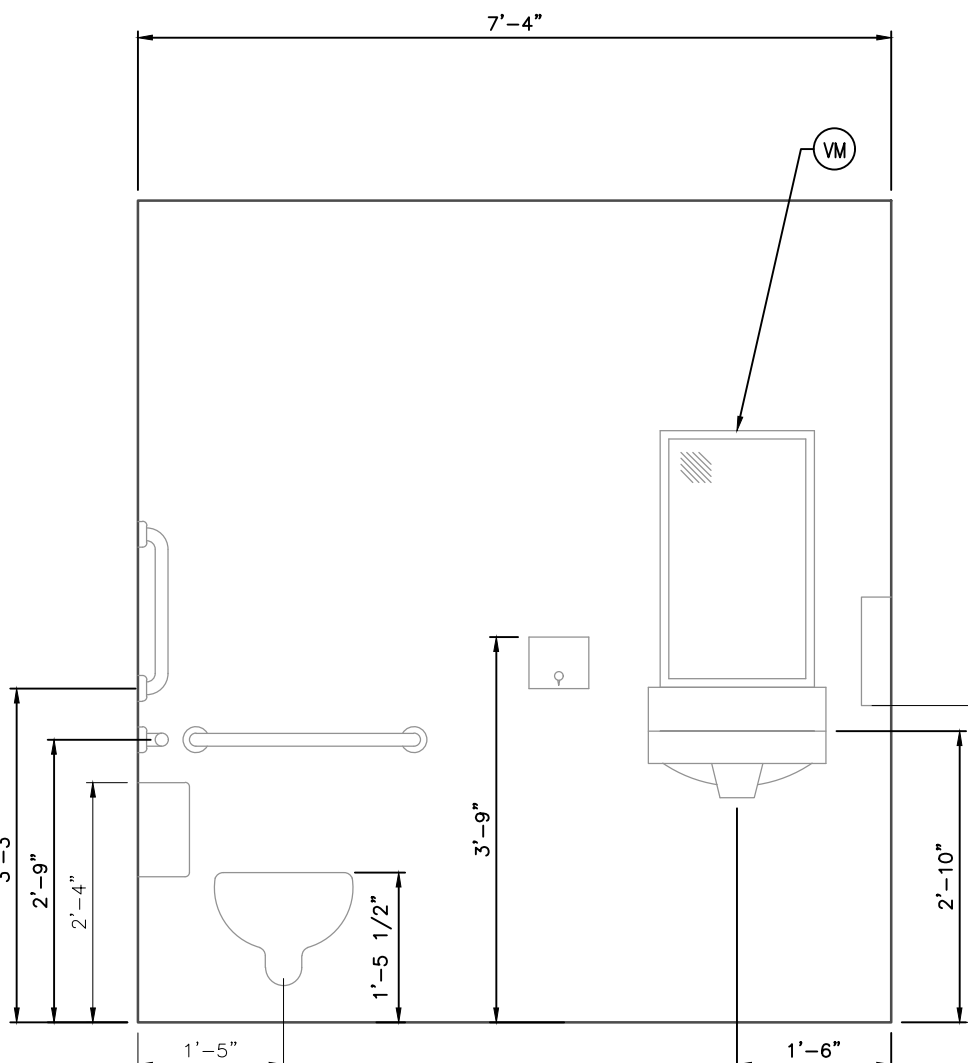
RECOMMENDED FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



WATER RISER DIAGRAM



SANITARY RISER DIAGRAM



RESTROOM ELEVATION TYP.
SCALE: 1/2" = 1'-0"

ELECTRICAL SCHEDULE		
LABEL	DESCRIPTION	QTY.
LC	SQUARE D LOAD CENTER 120/240V/200A/1PH/24SP/NEMA 1	1
VR	LUMINAIRE CLF7-4-50-120/277-CP-WHT VANDAL RESISTANT INTERIOR LED LIGHT FIXTURE	2
LF	COLUMBIA LAW4-40ML-EDU NON-VANDAL RESISTANT INTERIOR LED LIGHT FIXTURE	4
H	QMARK MWJH 3KW HEATER	4
EL	RAB SLIM 12 EXTERIOR LED LIGHT	3
R	LEVITON GFNT2-1 GFCI RECEPTACLE	3
S	LEVITON 1221-21 SINGLE POLE SWITCH (CHASE/STORAGE ROOM)	2
OS	SENSORSWITCH WALL MOUNTED OCCUPANCY SENSOR (RESTROOMS)	2
EF	CFM EXT150A THROUGH WALL MOUNTED EXHAUST FAN	2
ER	EXTERIOR WALL MOUNTED LOCKABLE ENCLOSURE w/ 4 RECEPTACLES	1
OR	DOUBLE GANG QUAD RECEPTACLE DEDICATED AT LOAD CENTER	4
	SINGLE GANG BOX CAST IN FOR VARIOUS FUTURE EQUIPMENT	8
	CIRCUIT FOR WATER HEATER	1

NOTES: ALL EQUIPMENT AND CONDUIT SHALL BE SURFACE MOUNTED. THE LOAD CENTER WILL BE LOCATED IN THE STORAGE AREA. ALL BRANCH CONDUIT AND WIRING SHALL BE RUN TO THE LOAD CENTER. THE CONNECTION OF ELECTRICAL UTILITIES TO THE LOAD CENTER IS BY OTHERS. A 8" x 8" OPENING WILL BE PROVIDED FOR ENTRANCE OF ELECTRICAL UTILITIES INTO THE STORAGE AREA.

FIXTURES SCHEDULE		
LABEL	DESCRIPTION	QTY.
T	KINSTON BOWL ELONGATED TOILET 1.6 GPF ADA APPROVED KOHLER MODEL K-4323 WITH ELONGATED TOILET SEAT OPEN FRONT SEAT LESS COVER w/ BEMIS MODEL NO. 1955C SEAT, SENSOR ACTIVATED SLOAN OPTIMA REGAL MODEL NO. 152 ES-S, WADE CLOSET CARRIERS 410 SERIES	2
S	GREENWICH WALL HUNG LAVATORY, w/ OVERFLOW, ADA APPROVED KOHLER MODEL K-2032 WITH WADE LAVATORY CARRIERS SERIES 520, WATER FAUCET SLOAN EBF-650 ELECTRONIC SENSOR, HAND LAV GUARD KIT FOR P-TRAP w/ 2" ANGLE VALVE AND SUPPLY COVERS TRUEBERG INC. MODEL NO. 102, CAST BRASS SOLID TOP OPEN GRID STRAINER MCGUIRE PRODUCTS MODEL NO. 155A, BRASS TUBULAR P-TRAP 1 1/4" SIZE, 20 GAUGE MCGUIRE PRODUCTS MODEL NO.10	2
FD	SIOUX CHIEF 832-35PFR FLOOR DRAINS	2
WH	AO SMITH ECJS-20 20 GALLON WATER HEATER	1
HB	WADE 8600-MT-175 FROST PROOF, THRU-WALL WALL HYDRANT	1
WF	ELKAY 4409BF BOTTLE FILLER/WATER FOUNTAIN	1
MS	MUSTEE 18-F 18 GALLON MOP SINK	1
	1/2" HOSE BIB WITH VACUUM BREAKER	2
	SHUT OFF VALVE TO DRAIN AND WINTERIZE BUILDING	

NOTES: ALL FIXTURES SHALL BE WALL MOUNTED & INSTALLED w/ CARRIER SYSTEM WITH PIPING THROUGH THE WALL INTO THE CHASE AREA. PLUMBING DRAIN, WASTE & VENT PIPING SHALL BE SCH. 40 PVC. WATER LINES SHALL BE TYPE L COPPER. ALL PIPING SHALL RUN TO THE 24"x24" OPNG. IN THE CHASE AREA FOR CONNECTION ON SITE BY OTHERS. THE PIPING WILL BE SLOPED TOWARD THE HOSE BIB FOR WINTERIZING &/OR DRAIN DOWN OF THE BUILDING. AN AIR COMPRESSOR LINE SHALL BE ADDED TO THE PIPE LINE FOR FINAL BLOW OUT OF THE LINES. (SITE CONNECTIONS BY OTHERS)

ACCESSORIES SCHEDULE		
LABEL	DESCRIPTION	QTY.
GB	BOBRICK SERIES B-6806 GRAB BARS (1 @ 36", 1 @ 42", 1 @ 18" VERT.)	2
TP	BOBRICK SERIES B-4288 CONTURA TOILET TISSUE DISPENSER	2
SD	BOBRICK SERIES B-4112 CONTURA SOAP DISPENSER	2
VM	BOBRICK SERIES B-1556 VANDAL RESISTANT MIRROR	2
HD	XLERATOR MODEL XL-GR HAND DRYER	2
DC	KOALA CARE KB101-11 DIAPER CHANGING STATION	2
	ROCKWOOD BFB89 RESTROOM SIGN	2

DOOR, FRAME & HARDWARE SCHEDULE		
ELEMENT	DESCRIPTION	QTY.
CURRIES 3070	18 GAGE GALV., INSULATED DOOR	5
CURRIES 3070	16 GAGE GALV., SINGLE RABBIT FRAME	3
CURRIES 6070	16 GAGE GALV., SINGLE RABBIT FRAME	1
MCKINNEY NRP	TA2314 HINGES	9
SARGENT SC-28	10G711-L-26D 24V ELECTRIFIED LOCK (ALL ACTIVE DOORS)	3
SCHLAGE B660	HEAVY DUTY COMMERCIAL GRADE, SINGLE CYLINDER DEADBOLT LOCK (CHASE, STORAGE ROOM)	1
SCHLAGE B571	DOOR BOLT OCCUPANCY INDICATOR	2
MCKINNEY NRP	ELECTRIC HINGE WITH ELECTROLYNX CABLE (RESTROOM DOORS)	2
ROCKWOOD	107x70C STAINLESS STEEL PUSH/PULL PLATE	4
RIXSON FIREMARK	9-326 OVERHEAD DOOR HOLDER (CHASE, STORAGE INACTIVE DOOR)	2
NORTON SERIES	8501 DOOR CLOSER (RESTROOM, STORAGE ACTIVE DOOR)	3
PEMKO	2749A THRESHOLD	4
PEMKO	344C DRIP CAP	3
PEMKO	315 DOOR SWEEP	4
	FRAME WIRING HARNESS: MCKINNEY QC-C1500P	1

FINISH SCHEDULE			
ELEMENT	SURFACE	MATERIAL	COLOR
BUILDING EXTERIOR	DOORS	PAINT	TILE RED
	SIMULATED STONE	CONCRETE STAIN	-
	WATER FOUNTAIN	POWDER COAT	-
	ROOF	CONCRETE STAIN	-
BUILDING INTERIOR	WALLS	PAINT	-
	CEILING	PAINT	-
	FLOOR	EPOXY	-

M&W
PRECAST &
CONSTRUCTION SUPPLY

210 Durham Road, Ottsville, PA 18942
(610) 847-1423

CLEMENS ROAD PARK
SUBMITTAL-22'-8" X 17'-2" EASI-SET BUILDING
HATFIELD TOWNSHIP
PA

CUSTOMER HATFIELD TOWNSHIP					
DATE	SALES	DRAWN	ENGINEER	CHECKED	SALES ORDER
11/10/23	DW	KC	-		-
DRAWING NUMBER				REVISION 1 REV DATE 2/8/24	SHEET 1 OF 1
-					



210 Durham Road
Ottsville, PA 18942
(610) 847-1423
(610) 847-1046 Fax



SALES CONTRACT

This Sales Contract is made on this 8th day of March 2024, by M&W Precast, LLC (hereinafter “Seller”) and the Purchaser indicated herein. Both parties acknowledge and agree to the following terms and conditions of this Sales Contract as set forth below.

*Seller acknowledges to furnish the building in accordance with the terms
and conditions outlined in COSTARS #14*

Project:

**Dual Family ADA Restroom & Storage Building
Hatfield Township
Montgomery County, PA**

I. Product & Price

Specifications:

Building – EASI-SET™ Model 1723 with exterior dimensions of 17'-2" x 22'-8" x 8'-0" interior ceiling height increasing to 10'-4" at roof peak. The building consists of 9" thick R-19.5 insulated exterior wall panels, 4" thick non-insulated interior wall panels, 6" thick floor panel and 9" thick R-19.5 insulated gable roof panels. The building is constructed from individually poured concrete panels that are assembled with recessed weld pockets patched with grout and blended to match surrounding surfaces. The building will be shipped as two (2) modular units.

Detailed engineering and drawings will be provided for all items in this Sales Contract. The structural drawings will be stamped by a Professional Engineer registered in the State of the building placement. As such, Seller reserves the right to amend the Sales Contract to comply with any code or regulation required to obtain State Approval. Local/municipal

inspections and approvals, including site inspections, building permits and zoning approvals are not included. Seller is not responsible for determining such local requirements.

Foundation to be level within 1/4" +/- in both directions and capable of supporting loads imposed by structure. Purchaser to provide a substrate base with a minimum vertical soil capacity of 1500 PSF. Place stone or sand to 1" above highest point of area where building will be placed.

Entry Systems

- 3 – Single 3070 insulated hollow core 18-gauge galvanized steel reverse doors hung on 16-gauge galvanized steel frames cast into wall panel. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint, Purchaser to select standard available color.

Door Hardware:

Pull Plate: Rockwood 107 x 70C x Type 1 x US32D Stainless Steel (Restrooms)

Push Plate: Rockwood 70C-RKW x US32D Stainless Steel (Restrooms)

Hinges: McKinney TA 2314 4-1/2" x 4-1/2" NRP x 32D, 3 per door

Lock Set: Sargent SC-28-10G71 x LL x 24V x KD x US26D

Lock Set: Schlage B660P6 x 12-296 x 10-0897 x 626 Single Cylinder Deadbolt (Chase)

Electrified Hinge: McKinney TA 2314-QC8 4-1/2" x 4-1/2" NRP x 32D (Restrooms Only)

Door Bolt Occupancy Indicator: Schlage B571 x 12-288 x 10-087 x 626

Door Closer: Norton 8501 x 689

Door Holder: Rixson 9-326-630 Overhead Stop (Chase)

Threshold: Pemko 2749A x 36" x A

Drip Cap: Pemko 346C x 40" w x C

Door Sweep: Pemko 315CN x 36" w x C

Frame Wiring Harness: McKinney QC-C1500P

Door Wiring Harness: McKinney QC-C300

- 1 – Double 3070 insulated hollow core 18-gauge galvanized steel reverse doors hung on 16-gauge galvanized steel frame cast into wall panel. Doors and frame shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint, Purchaser to select standard available color.

Door Hardware:

Hinges: McKinney TA 2314 4-1/2" x 4-1/2" NRP x 32D, 3 per door

Lock Set: Schlage B660P6 x 12-296 x 10-0897 x 626 Single Cylinder Deadbolt

Door Closer: Norton 8501 x 689 (Active Door)

Door Holder: Rixson 9-326-630 Overhead Stop (Inactive Door)

Threshold: Pemko 2749A x 72" x A

Drip Cap: Pemko 346C x 76" w x C

Door Sweep: Pemko 315CN x 36" w x C

Surface Bolts: Rockwood 580-8"-26D

Astragal: National Guard 178SA-84"

- 2 – Window, 2' high x 4' wide, consisting of 8" x 8" PPG opaque glass blocks

Plumbing System – All of the following fixtures are connected with Schedule 40 PVC drain lines and Type L copper water supply lines. Final connection to site utilities is responsibility of Purchaser.

- 2 – Water closet, vitreous china wall hung, ADA complaint, Kohler Kingston #K-4323-0, with Bemis #1955C elongated toilet seat with external hinge stops and Sloan Royal #152 ESS Hardwired-1.6-CP-OR-2-10-3/4-LDIM-HW sensor flushometer, JR Smith Series 0211 adjustable fixture support (mounted ADA height in each restroom)
- 2 – Lavatory, vitreous china, Kohler #K-2032-0 wall hung mounted at ADA height and Sloan #EBF-650-BAT-BDM-CP-0.5GPM-MLM-IR-BT-FCT Optima sensor faucet, JR Smith Series 0700 lavatory supports with concealed arms, ProFlo PF200 series trap covers, Watts Series #LFUSG-B under sink mixing valve (mounted ADA height in each restroom)
- 1 – Utility mop sink, floor mounted 18-gallon capacity, E.L. Mustee & Sons Model 18-F with Moen 74998 faucet (Chase).
- 1 – A.O. Smith Electric Short Water Heater ECJ-10, 10-gallon electric water heater with side connections, with Holdrite 40-SWHP-WM wall mount bracket
- 1 – Water fountain, rear mounted 14-gauge stainless steel, ADA approved, single basin with bottle filling station, Elkay Model 4409BF
- 1 – Recessed lockable wall hydrant, Wade 8700-1-L10
- 2 – Floor drain, 4” adjustable brass, Sioux Chief Model 832-35PNR (one in each restroom)
- 1 – Wye strainer, bronze 1-1/2” IPS, for incoming water supply, Watts LF777 (in chase)
- 1 – 3/4” hose bib sweat end with vacuum breaker (in chase)

Any and all cleanouts and trap primers are EXCLUDED; openings will be cast in floor for Purchaser use during installation.

Electrical System – All equipment and conduit will be surfaced mounted. The load center will be located in the chase area. All branch conduit and wiring will be run to the load center. The connection of electrical utilities to the load center is by Purchaser. A penetration will be provided for entrance of electrical utilities into the chase area. The electrical components will be as follows:

- 1 – Load Center, 200-amp, 120/240-volt, single phase
- 1 – Breaker, 80-amp, 2-pole for EV car charger
- 1 – Breaker, 20-amp, 1-pole for parking light lighting
- 3 – Exterior wall mounted LED light fixture with integral photocell
- 2 – Interior ceiling mounted vandal resistant LED light fixture mounted to underside of roof slab (Restrooms)
- 4 – Interior ceiling mounted non-vandal resistant LED light fixture mounted to underside of roof slab (Chase & Storage)
- 2 – Occupancy sensor/single pole switches (Restroom)
- 2 – Interior light switch, commercial grade, located at entry door (Chase & Storage)
- 4 – Electric unit heater, 3kW with integral thermostat
- 2 – Interior wall mounted exhaust fans (Restrooms)
- 3 – GFCI Receptacle
- 1 – GFCI Receptacle, dedicated at Load Center

- 2 – Wiring for hand dryers
- 1 – Circuit for water heater
- 1 – Wiring to two (2) sensor activated flush valves
- 1 – Wiring to two (2) sensor activated faucets
- 1 – Wiring to two (2) electric door locks and power supply
- 1 – Exterior wall mounted lockable enclosure with two (2) dedicated duplex receptacles mounted inside
- 1 – Conduit, boxes and pull string – three (3) card readers, four (4) cameras and one (1) Wi-Fi Access Point
- 1 – Lot of EMT conduit, THHN wiring and weatherproof boxes for the items listed above.

Bathroom Accessories – All fixtures are surface mount, stainless steel and vandal resistant.

- 2 set – Stainless-steel grab bars – 1 ½” dia. satin finish (1) 18” long, (1) 36” long and (1) 48” long, per each ADA stall. (Bobrick B-6806 series)
- 2 – Surface mount stainless-steel toilet tissue dispenser – satin finish (Bobrick B-4288 Contura series)
- 2 – Surface mounted stainless-steel soap dispenser – satin finish (Bobrick B-4112 Contura series)
- 2 – Frameless stainless-steel mirror – 18-8 type 304 stainless steel bright polished finish (Bobrick B-1556-1830)
- 2 – Electric hand dryers, wall mounted, Excel XL-GR
- 2 – Vertical baby changing station, wall mounted, Koala Care Model KB301-00
- 2 – Unisex ADA restroom sign, Rockwood BF689

Exterior Finish – Exterior walls shall receive a simulated lapboard siding over 4’ ashlar stone finish achieved by utilizing a form liner. Exterior walls shall be coated with H & C Concrete Stain by Sherwin & Williams. Stain shall be applied per manufacturer’s recommendation.

Interior Room Finish – Smooth steel trowel finish on all interior surfaces. The interior surfaces will be coated with Sherwin Williams Tred-Plex, applied per the manufacturer’s instructions, to match the Purchaser’s standard color selection. The Chase area wall will remain natural color concrete.

Joint Sealants – Vertical exterior wall joints will be sealed with SIKA Sikaflex-1A (limestone color) one-part polyurethane, elastomeric sealant. Interior wall joints will be sealed with SIKA Sikaflex-15LM (limestone color) high-performance, low-modulus elastomeric sealant. Exterior roof joint will be sealed with Pecora Corp. #301-NS non-sag silicone highway & pavement joint sealant after installation of bond breaking tape.

Floor Finish – Public access area floors will be prepared for and coated with Sherwin Williams ArmorSeal Floor-Plex 7100 water-based epoxy floor coating applied per the manufacturer’s instructions, to match the Purchaser’s standard color selection.

Installation – Site preparation suitable to M&W Precast, LLC design requirements is responsibility of Purchaser. Delivery of precast components is included by Seller. Crane and operator for off-loading and setting precast components is included in this Sales Contract. Seller’s labor site crew for off-loading building components from 65’ tractor/trailer combination, rigging and setting is included in this Sales Contract. This

proposal assumes delivery equipment can locate adjacent to final building destination under own power. Traffic control devices and/or flaggers are the responsibility of Purchaser.

Warranty – Seller guarantees that the complete building will have no defect in materials or workmanship for a period of one (1) year, except as limited or extended by the original equipment or component manufacturer.

NOTE: Any items not specifically called out above, shall be supplied and installed by Purchaser.

Price:

Sub-Total:	\$ 282,000.00
Sales Tax:	<i>(not included)</i>
Total:	\$ 282,000.00

Weight of Heaviest Component: 80,000 lbs.

Seller is a registered supplier (Contract Number 014-E22-288) thru Pennsylvania COSTARS-14 (Recreational & Fitness Equipment) and complies with the Terms & Conditions thereof.

This Sales Contract includes freight delivery and skilled nonunion installation labor by M&W Precast, LLC. All labor associated with installation will be performed at prevailing wage rate. Crane and operator for off-loading and setting precast components is included in the Sales Contract. Traffic control devices and/or flaggers are the responsibility of Purchaser.

Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate 80,000 pounds plus the tractor-trailer and 13'-6" height. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment.

The price assumes site accessibility for the crane and tractor-trailer with the ability for both to set next to the pad. Accessibility is defined as a level unobstructed area large enough for a crane and tractor-trailer to park adjacent to the pad. The crane must be able to place outriggers within 3'-0" of the edge of the pad and the truck and crane must be able to get side-by-side under their own power. No overhead lines or other obstructions may be within a 75' radius of the center of the pad. A firm roadbed with turns that allows a 70'-0" low-bed tractor and trailer must be provided directly to the site. No building shall be placed closer than 2'-0" to an existing structure, without approval of Seller. Purchaser is responsible for obtaining all licenses, permits and payment of any fees or taxes relating to the site and installation.

Price is contingent on approval of products as submitted and manufactured by M&W Precast, LLC

Taxes: Any applicable Federal, State or Local Taxes are NOT included.

Bonds: The quoted price DOES NOT include payment and performance bonds.

Payment Terms: Upon approval of this Sales Contract, a non-refundable deposit paid with Bank or Cashier's Check for the amount of 20% of Sale Price must be sent to M&W Precast, LLC to cover specification and submittal preparation costs. An additional 50% deposit is required with the return of approved submittal package, and prior to pouring concrete. Any outstanding order balance must be paid with a check or credit card five (5) days prior to time of delivery - unless approved credit terms have been established with M&W Precast, LLC prior to submittal package preparation. Payment by credit card is accepted and should be arranged prior to delivery with our Accounts Receivable Department. If payment is not received five (5) days prior to delivery, the product will not be shipped. If the project is suspended or cancelled, M&W Precast must be compensated for engineering, drafting, materials purchased and manufactured, and any other costs incurred up to the date of

termination. Any monetary deposit amount(s) will be deducted from the final sale price prior to delivery. No retention monies shall be withheld from any M&W Precast, LLC invoice.

A tentative delivery date will be established after approval submittal has been returned. Production and placement of accessory orders will not begin until receipt of the signed approved submittal. At time of production completion, the delivery date will be scheduled as mutually agreed upon. Seller will store materials up to four (4) weeks with NO extra costs. Should items ordered remain in Seller's possession over four (4) weeks after production, items will be billed, and payment expected according to payment terms noted above. If items ordered remain in Seller's possession over six (6) weeks after production, Purchaser will be charged a \$3,000.00 per month storage fee. The storage fee will be billed monthly and payment expected according to payment terms noted above.

M&W PRECAST STANDARD TERMS AND CONDITIONS:

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "**Contract**"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Purchaser's general terms and conditions of purchase regardless whether or when Purchaser may have submitted a purchase order or contract.
2. **Payment.** Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Purchaser's failure to make all payments due under this Contract in a timely manner.
3. **Taxes.** Purchaser is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Purchaser agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Contract (or any other agreement Purchaser has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Purchaser has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Purchaser shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Purchaser agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Purchaser Contracts delivery beyond curb line, Purchaser assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Purchaser also agrees to provide a safe, suitable work area for Seller and its employees.
6. **Title and Risk of Loss.** Title and risk of loss passes to Purchaser at the time any materials are loaded into Purchaser's, or Purchaser's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.
7. **Warranty.** Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Purchaser shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Purchaser fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.
8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Purchaser of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Purchaser. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions

12. **Indemnity.** To the maximum extent permitted by applicable law, Purchaser shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Purchaser's breach of this Agreement; or (ii) any act or omission by or on behalf of Purchaser, its employees, contractors and/or agents.

13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. **Work Conditions:** If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Purchaser's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. **Miscellaneous.** Unless otherwise specified in writing, Purchaser shall be responsible for testing the materials and confirming that the materials comply with Purchaser's specifications at Seller's facility prior to directing shipment. All funds paid to Purchaser from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Purchaser agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Purchaser's possession or to whom Purchaser sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

16. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Purchaser and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein. This Sales Contract and the Standard Terms & Conditions are accepted by the following:

FOR SELLER:

J. David Worthington
Sales Manager – EASI-SET™ Buildings Division
M&W PRECAST, LLC

(This Sales Contract may be voided and rendered of no force and effect unless executed and accepted by Purchaser within thirty (30) calendar days from date of issue, at the sole discretion of M&W Precast, LLC)

FOR PURCHASER:

Company Name

Signature

Print Name

Date:

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Township of Hatfield (hereinafter, "Township" or "Franchising Authority") and Comcast of Southeast PA. (hereinafter, "Grantee").

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

SECTION 1 - Definition of Terms

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

1.1. "Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

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

1.4. "Effective Date" means the date on which the Township signs this Agreement, subject to all necessary parties executing this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

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

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

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

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

1.9. "Franchising Authority" means the Township of Hatfield or the lawful successor, transferee, designee, or assignee thereof.

1.10. "Grantee" shall mean Comcast of Southeast PA.

1.11. "Gross Revenue" means revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Service, calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue includes monthly basic cable, premium and pay-per-view video fees, fees charged to subscribers for any optional, per-channel or per-program services, revenue from the provision of any other Cable Services, Leased Access fees, any and all locally-derived advertising revenues, revenues or commissions from locally-derived home shopping channels, fees for installation, additional outlets, relocation, disconnection, reconnection, Cable Service downgrades, service calls and change-in-service fees for Cable Services, subscriber equipment rental and purchase fees, late payment fees, NSF check charges, and 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.

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

1.13 "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by the Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

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

1.15 "Standard Installation" shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

1.16 "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2 - Grant of Authority

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

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

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

SECTION 3 – Construction and Maintenance of the Cable System

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

3.2. Conditions of Street Occupancy.

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

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

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

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

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

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

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised

for the project and made available to other users of the Public Way. In the event that public and/or private funds are not made available as described herein, Grantee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available upon request to every residential dwelling unit within the Franchise Area, unserved by another wireline video provider, where the minimum density is at least thirty (30) dwelling units per aerial mile or sixty (60) homes per underground mile and is within one (1) mile of the existing Cable System as measured in strand footage from the nearest active trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the public right of way. Grantee shall complete said extensions within six (6) months of written notification to Grantee by the Franchising Authority and verification by Grantee that an area has met the minimum density standard set forth herein (weather permitting). Subject to the density requirement, Grantee shall offer Cable Service to all new dwellings or previously unserved dwellings located within one hundred twenty-five (125) aerial feet of the Grantee's nearest segment of the Cable System from which a usable signal is technically available ("Standard Installation"). The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring an underground installation, or a drop or line extension in excess of the above standards. Any such additional charge shall include materials, labor, the total cost of any easement(s) necessary to accomplish the proposed line extension and a reasonable rate of return and shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above. One half of the cost of construction shall be paid to the Grantee prior to engineering and the balance shall be paid to the Grantee prior to commencement of construction.

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

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Grantee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Grantee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's

financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

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

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

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

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

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

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

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

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees.

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

7.2. Franchise Fees Subject to Audit.

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

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

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

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

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

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

SECTION 8 – Transfer of Cable System or Franchise of Grantee

8.1. No transfer of control of the Grantee, defined as an acquisition of 51% or greater direct ownership interest in Grantee, shall take place without prior written notice to the Franchising Authority. No notice shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any

rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 9 - Insurance and Indemnity

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

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

SECTION 10 - System Description and Service

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

10.2. Cable Service to Public Buildings. Grantee shall continue to provide a single cable drop to one outlet and Basic Service to each public building listed in Exhibit A attached hereto. To the extent so provided by applicable law, the marginal cost of this obligation constitutes a franchise fee assessed by the Franchising Authority and shall be either deducted from the Franchise Fees paid to Franchising Authority or invoiced to Franchising Authority for payment, with the marginal cost of the services being disclosed to Franchising Authority in advance of any offset or invoicing.

SECTION 11 - Enforcement and Revocation Proceedings

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

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

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

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

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

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

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

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

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

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

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

11.3 No Removal of System. Grantee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of

revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof.

SECTION 12 – Competitive Equity

12.1. Competitive Video Service Provider.

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

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

12.2. **Subsequent Change in Law.** If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Township, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Township, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee’s written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the Township on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Township. The Franchising Authority and the

Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.3. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Township under Sections 12.2 or 12.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

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

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, public health emergency or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Grantee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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

To the Franchising Authority:

Township of Hatfield
1950 School Road
Hatfield, PA 19440
Attention: Township Manager

To the Grantee:

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

with a copy to:

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

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

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Grantee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings – whether written or oral – of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

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

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Pennsylvania, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance

with, the laws of the Commonwealth of Pennsylvania, as applicable to contracts entered into and performed entirely within the state.

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

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

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

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

13.10 Incorporation by Reference. All presently and hereafter applicable conditions and requirements of federal and state laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Pennsylvania, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein.

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

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

14. GOVERNMENT & EDUCATIONAL ACCESS CHANNEL

(a) Comcast shall continue to make available to the Township and/or its designee the use of one (1) dedicated educational and governmental (“EG”) access channel in accordance with Section 611 of the Cable Act and this Section 14. Such EG channel shall be used for community Programming related to educational and/or governmental activities. The purpose of the channel is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, telecasting community programs, and bringing local education into the home. The Township shall have complete control over the content, scheduling, administration, and all other Programming aspects of the EG channel and may delegate such functions to an appropriate designee. Subject to applicable law, Comcast shall not exercise any editorial control over programming on the EG channel. Comcast shall cablecast any activated EG channel so that the channel may be received by all Comcast Subscribers in the Township.

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

(c) To enable the Township to continue utilizing the existing EG channel, Comcast shall continue to provide PEG Access origination capability at the Hatfield Township Building (1950 School Road Hatfield, PA 19440) and the cables, wires, lines, and other signal distribution equipment such that live programming can originate from the selected location(s) and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the “Return Lines”.

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

(e) Comcast shall be responsible for maintaining the Return Lines to the video origination points, provided that the Township provides Comcast with access to those locations and access to the EG equipment within these locations. Comcast shall provide, install and maintain in good working order the equipment

and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG channels 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.

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

(g) Comcast shall provide a monetary grant to the Township to be used in support of the production of local EG programming or for any other public purpose. The EG Grant provided by Comcast shall be in the amount of Twenty-Five Thousand Nine Hundred Ten Dollars (\$25,910.00). Such grant is to be paid within ninety (90) days of the Effective Date and shall not be offset against franchise fee payments paid to the Township. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC; however, it is also mutually agreed that such cost may not appear as a separate line item on their bills.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

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

Attest:

Franchising Authority:

_____ By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

Grantee:

_____ By: Dan Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

Exhibit A

FIRE ,HATFIELD	FAIRGROUND RD	HATFIELD	PA	19440
SCHOOL ,HATFIELD ELEM	1700 FAIRGROUND RD	HATFIELD	PA	19440
SCHOOL,ST MARIA	HATFIELD VLY RD	HATFIELD	PA	19440
SCHOOL,OAK PARK ELEMENTARY	500 SQUIRREL LN	HATFIELD	PA	19440
TOWNSHIP,HATFIELD	1950 SCHOOL RD	HATFIELD	PA	19440
TOWNSHIP,HATFIELD	SCHOOL RD	HATFIELD	PA	19440
FIRE ,COLMAR	WALNUT ST	COLMAR	PA	18915
POLICE,HATFIELD	2000 SCHOOL RD	HATFIELD	PA	19440
TOWNSHIP,HATFIELD	2500 N CHESTNUT ST	HATFIELD	PA	19440
TOWNSHIP,HATFIELD	1950 SCHOOL RD	HATFIELD	PA	19440
SCHOOL,PENNFIELD MIDDLE	726 FORTY FOOT RD	HATFIELD	PA	19440
TOWNSHIP,HATFIELD	1655 COWPATH RD	HATFIELD	PA	19440

CABLE FRANCHISE RENEWAL AGREEMENT
BETWEEN
TOWNSHIP OF HATFIELD
AND
VERIZON PENNSYLVANIA LLC

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	9
3. PROVISION OF CABLE SERVICE	11
4. SYSTEM FACILITIES	13
5. EG SERVICES	14
6. FRANCHISE FEES	16
7. CUSTOMER SERVICE	18
8. REPORTS AND RECORDS	18
9. INSURANCE AND INDEMNIFICATION	19
10. TRANSFER OF FRANCHISE.....	20
11. RENEWAL OF FRANCHISE.....	20
12. ENFORCEMENT AND TERMINATION OF FRANCHISE	21
13. MISCELLANEOUS PROVISIONS.....	23
 EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE.....	 28
 EXHIBIT B – CUSTOMER SERVICE STANDARDS.....	 29

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on this _____, 2023 (the “Effective Date” as set forth in Section 2.3) by and between the TOWNSHIP OF HATFIELD, Montgomery County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of July 26, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of twelve (12) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

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

NOW, THEREFORE, in consideration of the Township’s grant of a renewal franchise to the Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 Access Channel: A video Channel that Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of video programming as directed by Township.

1.2 Affiliate: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 Basic Service: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.4 Cable Service or Cable Services: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: “the one-way transmission to subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.”

1.5 Cable System or System: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states “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 a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [Title II of this Act], except that such facility shall be considered a cable system (other than for purposes of section 621(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system.” The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.6 Channel: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states “a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).”

1.7 Communications Act: The Communications Act of 1934, as amended.

1.8 Complaint: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee’s Cable System or cable operations.

1.9 Control: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.10 Customer Service Standards: The standards for customer service as set forth in Exhibit B.

1.11 Educational Access Channel: An Access Channel available for the use of the local schools in the Township.

1.12 EG: Educational or Governmental.

1.13 FCC: The United States Federal Communications Commission, or successor governmental entity thereto.

1.14 Fiber to the Premise Telecommunications Network (“FTTP Network”): The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.15 Force Majeure: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee’s FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.16 Franchisee: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

1.17 Government Access Channel: An Access Channel available for the use of the Township for governmental purposes.

1.18 Gross Revenue: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;
- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.18.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;

- (18) regional sports programming fees;
- (19) late payment fees;
- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Section 1.18.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.18(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to the Township from Ad "A" is 10% of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is 20% of the Franchisee's revenue.

Gross Revenue shall not include:

1.18.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.18.2 Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.18.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services;

and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.18.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.18.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.18.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.18.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.18.10 Program launch fees;

1.18.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.18.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.19 High-Definition (HD) EG Access Channel or HD: An EG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of up to 1080i or such higher resolution as determined by the Franchisee in its sole discretion.

1.20 Information Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic

publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

1.21 Internet Access: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.22 Non-Cable Services: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.23 Normal Operating Conditions: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.24 Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25 Public Rights-of-Way: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.26 Service Area: All portions of the Township where Cable Service is being offered.

1.27 Service Interruption: The loss of picture or sound on one or more cable channels.

1.28 Standard (SD) EG Access Channel or SD: An EG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Franchisee in its sole discretion.

1.29 Subscriber: A Person who lawfully receives Cable Service over the Cable System with the Franchisee’s express permission.

1.30 Telecommunications Facilities: Franchisee’s existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.31 Telecommunication Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future,

which states “the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used.”

1.32 Title II: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.33 Title VI: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

1.34 Township: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.35 Transfer of the Franchise:

1.35.1 Any transaction in which:

1.35.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.35.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.35.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.35.2 However, notwithstanding subsections 1.35.1.1, 1.35.1.2, and 1.35.1.3, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.36 Video Programming: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states programming provided by, or generally considered comparable to programming provided by a television broadcast station.

1.37 Video Service Provider or VSP: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable

Services, Video Programming services or internet-protocol based services within the territorial boundaries of the Township.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

2.2 *Township's Regulatory Authority:* The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on _____, 2023 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until _____ unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

2.4 *Termination Generally:* If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon twelve (12) months' written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements/Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of

TOWNSHIP OF HATFIELD

authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Township on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are that are in conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the TOWNSHIP OF HATFIELD

density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Subject to Section 3.1.1, above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred in excess of two hundred (200) feet for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the Township pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.3.1 Each current municipal building, fire station, and public library as may be designated by the Township in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as TOWNSHIP OF HATFIELD

may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. **SYSTEM FACILITIES**

4.1 *Technical Requirement:* 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 the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with operated with an initial digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2.3 The Cable System must conform to all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, and shall comply with all technical standards of the following:

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The System shall incorporate equipment capable of providing standby powering of the System.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC with respect to the operation of an Emergency Alert System (“EAS”) requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. **EG SERVICES**

5.1 EG Set Aside; Interconnection:

5.1.1 In order to ensure universal availability of Public, Educational and Government Access programming, Franchisee shall continue to provide on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The Township and Franchisee will comply with all laws and regulations related to use of the EG Channels.

5.1.2 The EG Channels shall be used for community programming related to public, educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use the EG Channel, the Township shall provide the Franchisee with ninety (90) days’ prior written notice of such request.

5.1.3 The Township shall comply with the law regarding the non-commercial use of EG Channels.

5.2 Franchisee shall maintain in good working order the video links and equipment necessary to transmit the EG signals to the channel aggregation site for further processing and distribution to Subscribers. Franchisee shall maintain the EG Channels and video links 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 the programming produced by any EG Channel producer.

5.3 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation points and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating

TOWNSHIP OF HATFIELD

equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.3.1 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than twelve (12) months after written notice by the Township to activate a EG Channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Township where EG Access programming is originated for the purpose of cablecasting EG programming; provided, however, that the Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG programming.

5.4 Starting on the Effective Date, the Township may make a written request to upgrade/replace one (1) existing SD EG Access Channel to be broadcast in High Definition. Upon receipt of the Township's written request, the Franchisee shall make such an HD EG Access Channel available to the Township or the EG Access Designee within two hundred and seventy (270) days of the Franchisee's receipt of such written notice from the Township. The Township shall include in the written notice a statement of the existing Fios Channel number and the originating location of the programming. The new HD EG Access Channel will be assigned a new channel number on the Fios channel lineup. To the extent permitted by law, the Franchisee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD EG Access Channel programming of any type.

All programming content for the HD EG Access Channel shall be transmitted to the Franchisee in HD-SDI format with a resolution of 720p or 1080i. The Township expressly acknowledges that an HD EG Access Channel may not be available at all times during the term of this Agreement on Franchisee's Basic Service Tier and that in order to view the HD EG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.5 EG Grant: Franchisee shall provide a grant to the Township to be used for capital costs used in support of the production of EG Channel programming. The EG Grant provided by Franchisee hereunder shall be the sum of \$13,250. The EG Grant shall be remitted to the Township within ninety (90) days of the Effective Date.

5.6 Indemnity for EG: The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost

TOWNSHIP OF HATFIELD

of defending claims or litigation, arising from or in connection with claims regarding an EG programming facility, not including the actual FTTP Network, or Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.6.1 **Recovery of Costs:** The Franchisee shall be allowed to recover any costs arising from the provision of EG services as set forth in 47 U.S.C. § 622, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6. **FRANCHISE FEES**

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each 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 February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the percentage of the Franchisee's Franchise Fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the Franchise Fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars (\$3,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula *e.g.* payment based on an underpayment of fees, if any.

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. **CUSTOMER SERVICE**

Customer Service Requirements are set forth in Exhibit B. Such Requirements may be amended by written consent of the parties.

8. **REPORTS AND RECORDS**

8.1 *Open Books and Records:* Upon thirty (30) days' written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Franchisee's regular business hours as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. The books and records to be made available for inspection by the Township shall be made available for inspection at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide an explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required:* The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. **INSURANCE AND INDEMNIFICATION**

9.1 *Insurance:*

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice of cancellation from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of such cancellation.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or (b) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, the Township's breach of obligation under the Franchise, or negligence of the Township, or its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent
TOWNSHIP OF HATFIELD

of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.35 above.

11. **RENEWAL OF FRANCHISE**

The Township and the Franchisee agree that any proceedings undertaken by the Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1 *Notice of Non-Compliance:* If at any time the Township believes that the Franchisee has not complied with the terms of the Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time period set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in this Section 12.3 (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once the Township has ceased to assess its liquidated damages remedy as set forth in Section 12.3.2, it may pursue other available remedies.

TOWNSHIP OF HATFIELD

12.3.1 Pursuant to Section 12.2, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.3.....	\$150/day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4.....	\$150/day for each day the violation continues;
For failure to provide EG Services to the community specified in Section 5.1.....	\$150/day for each day the violation continues;
For failure to comply with Franchise Fee audit requirements as set forth in Section 6.4.....	\$150/day for each day the violation continues;
For failure to provide the Township with any reports or records required by the Agreement within the time period required.....	\$150/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B	\$450 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Section 10.1.1.....	\$150/day for each day the violation continues; and
For a Transfer specified in Section 11 without required approval.....	\$150/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this section shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement at a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements, the Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke the Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

13. **MISCELLANEOUS PROVISIONS**

13.1 *Actions of Parties:* In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns.

TOWNSHIP OF HATFIELD

13.3 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.3.1 *Good Faith Error*: The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.4 *Delivery of Payments*: The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.5 *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.5.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

With a copy to:

Verizon Legal Department
140 West Street, 6th Floor
New York NY 10007
Attention: Monica Azare, Vice President and Deputy
General Counsel

13.5.2 Notices to the Township shall be mailed to:

Township of Hatfield
1950 School Road
Hatfield, PA 19440
Attention: Township Manager

With a copy to:

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

13.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7 *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.8 *Captions:* The captions and headings of articles and 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.

13.9 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

13.12 *Publishing Information:* The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

13.13 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

13.14 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s)

shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.16 *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[SIGNATURE PAGE FOLLOWS]

TOWNSHIP OF HATFIELD

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: President, Verizon Pennsylvania LLC

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Hatfield Township Municipal Building
1950 School Road
Hatfield, PA 19440

Hatfield Township Police Department
2000 School Road
Hatfield, PA 19440

Hatfield Township Public Works Department
2590 Richmond Road
Hatfield, PA 19440

Colmar Fire Company
2728 Walnut Street
Colmar, PA 18915

Pennfield Middle School
726 Forty Foot Road
Hatfield, PA 19440

A.M. Kulp Elementary School
801 Cowpath Road
Hatfield, PA 19440

Oak Park Elementary School
500 Squirrel Lane
Lansdale, PA 19446

Hatfield Elementary School
1701 Fairgrounds Road
Hatfield, PA 19440

Saint Maria Goretti School
1601 Derstine Road
Hatfield, PA 19440

Hatfield Township Municipal Authority
3200 Advance Lane
Colmar, PA 18915

Volunteer Medical Service Corps.
175 Medical Campus Drive
Lansdale, PA 19446

Hatfield Community Pool Building
Chestnut Street (Behind Township Building)
Hatfield Township, PA 19440

EXHIBIT B

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

SECTION 1: DEFINITIONS

A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment

with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by

the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to the Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Franchisee may provide all notices identified in this Section electronically or on-screen.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

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

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

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom

the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the Township a minimum of thirty (30) days in advance of such changes

if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.