



AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
APRIL 10, 2023
7:00 P.M.

www.montgomerytwp.org

Tanya C. Bamford
Candyce Fluehr Chimera
Annette M. Long
Beth A. Staab
Audrey R. Ware

Carolyn McCreary
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Announcements
4. Public Comment
5. Announcement of Executive Session
6. Consent Agenda:
 - Minutes of March 27, 2023 Meeting
 - Payment of the April 10, 2023 Bills

Recognition:

7. Retirement of Officer David Dunlap

Presentation:

8. Police Department Accreditation Renewal
9. North Wales Library – National Library Month

Planning and Zoning:

10. Conditional Use Hearing Decision and Order – Penn Medicine Ambulatory Center

Administration and Finance:

11. Adoption of Ordinance 23-334, Verizon Franchise Agreement

Public Works:

12. Award of Bid – Lawn Care Treatment for Crabgrass and Broadleaf Weed Control and Liquid Fertilizer
13. Approval of Purchase of Replacement Pickup Truck

New Business:

14. Review Results for Single-Plastic Use Ban Survey
15. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #03

SUBJECT:	Announcements
MEETING DATE:	April 10, 2023
BOARD LIAISON:	
INITIATED BY:	Candyce Fluehr Chimera, Chair

(Ms. Ware) We are pleased to announce that the Montgomery Township Finance Department recently received 3 distinguished awards from the Government Financial Officers Association (GFOA). We congratulate and thank Brian Shapiro, our Finance Director, and his team for their outstanding efforts and for representing Montgomery Township at this level of excellence.

The awards received are as follows:

- Distinguished Budget Award for the 2023 Annual Budget
- Excellence in Financial Reporting for the 2021 Annual Comprehensive Financial Report
- Outstanding Achievement in Popular Annual Financial Reporting (PAFR Award) for the Popular Annual Financial Report (PAFR) for Fiscal Year Ending December 31, 2021.

(Ms. Chimera) Mark your calendars for the following events happening in April and May and visit our website for more information:

- **April 15:** Curbside Leaf & Yard Waste Pickup. Please place all materials on your curb the night before collection in paper biodegradable bags.
- **April 22:**
 - Electronic Recycling at Maule Park @ Windlestrae 9am-Noon. Pre-registration is required. Please visit our website for more information and to register for this event.
 - Leaf & Yard Waste Drop-off at Maule Park @ Windlestrae, 8am-Noon.
 - Drug Take Back Day at Wegmans, 10am-1pm.
- **(Ms. Bamford) April 29:** Roy Rodriguez Arbor Day Tree Giveaway at Gazebo Park (outside the Township Administration Building), 9am-Noon or while supplies last.
- **(Ms. Long) May 3:** Let's Get Real: Prevention for Prom & Graduation Season, 6:30pm-8:30pm. Join Montgomery County Family Services, Montgomery County Office of Drug & Alcohol and the Montgomery Township Police Department for an informative presentation about how to stay safe during prom and graduation season.

(Ms. Chimera) In honor of National Library Week, we are excited to announce that two Township families will be donating Little Libraries to be installed in Spring Valley Park and Friendship Park for all to enjoy. Be on the lookout for these wonderful additions to our parks in the near future.

FOR IMMEDIATE RELEASE

March 06, 2023

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **Montgomery Township, Pennsylvania**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

4/5/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Montgomery Township** for its annual comprehensive financial report for the fiscal year ended December 31, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

4/5/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **Montgomery Township** has received GFOA's Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR Award) for its Popular Annual Financial Report for the fiscal year ended December 31, 2021.

The Award represents a significant achievement by the entity. In order to be eligible for the PAFR Award, a government must also submit its annual comprehensive financial report to GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and receive the Certificate for the current fiscal year. Each eligible report is reviewed by judges who evaluate the report based on the following categories: reader appeal, understandability, distribution methods, creativity and other elements.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

LET'S GET REAL: PREVENTION FOR PROM & GRADUATION SEASON

*You'll hear all about
prom and graduation...*

*...but what about the
after parties?*

There can be serious consequences to underage partying, especially if drugs and alcohol are involved. Join us for an informative presentation about how to stay safe during prom and graduation season!

We'll talk about:

- The effects of drugs and alcohol
- Symptoms of alcohol poisoning
- The Good Samaritan law
- Consequences for parents who host parties for underage children

FEATURING:



MARY CIAMMETTI

Founder



& *The CTC Wellness
Foundation*



DAVID FIALKO

*Nationally Certified Tobacco Treatment
Specialist and Internationally Certified
Prevention Specialist*



**Montgomery Township
Community & Recreation Center**
1030 Horsham Road
Montgomeryville, PA 18936



Wednesday, May 3, 2023



6:30 pm - 8:30 pm



Questions?

Laura Hazel-Giacomucci
lhazel@fsmontco.org
610-630-2111 ext: 267
Registration is not required

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

Item #04

SUBJECT: Public Comment
MEETING DATE: April 10, 2023
BOARD LIAISON:
INITIATED BY:

BACKGROUND:

Persons wishing to make public comment during this meeting on any items not listed on the agenda may do so at this time.

Please come forward to the microphone and state your name and address for the record.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #05

SUBJECT: Announcement of Executive Session
MEETING DATE: April 10, 2023
BOARD LIAISON:
INITIATED BY: John F. Walko, Esq., Township Solicitor

BACKGROUND:

The Solicitor will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

The Board of Supervisors met virtually (via TEAMS) in Executive Session on April 5 at 3:00 PM and earlier this evening at 6:45 PM to deliberate on the Penn Medicine Conditional Use application.

The topics discussed are legitimate subjects of an Executive Session pursuant to the Commonwealth of Pennsylvania's Sunshine Law.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #06

SUBJECT: Consent Agenda
MEETING DATE: April 10, 2023
BOARD LIAISON:
INITIATED BY:

BACKGROUND:

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED for the following:

- Minutes of the March 27, 2023 Board meeting
- Payment of Bills for April 10, 2023

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
MARCH 27, 2023**

1. Call to Order: The March 27, 2023 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chair Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

IN ATTENDANCE:

Chair Candyce Fluehr Chimera
Supervisor Tanya C. Bamford
Supervisor Annette M. Long
Supervisor Beth A. Staab
Supervisor Audrey R. Ware
Township Solicitor John F. Walko, Esq.
Township Manager Carolyn McCreary

ALSO IN ATTENDANCE:

Police Chief J. Scott Bendig
Fire Chief Bill Wiegman
Director of Finance Brian Shapiro
Director of Public Works Greg Reiff
Director of Comm. Ctr. & Recreation Floyd Shaffer
Assistant Director of Planning Marianne McConnell
Director of Information Technology Rich Grier
Recording Secretary Deborah A. Rivas

2. & 3. Pledge of Allegiance and Announcements: Following the Pledge of Allegiance, the following announcement was made:

- Montgomery Township will participate in the Autism Acceptance and Awareness Day Event on Sunday, April 2, 2023, from 12:00 p.m. to 3:00 p.m. at the Montgomery Mall Lower Level (Macy's Court).

4. Public Comment: There was no public comment.

5. Announcement of Executive Session – Township Solicitor John F. Walko, Esquire, announced that the Board of Supervisors met at 6:40 p.m. in the Township building earlier this evening to discuss two personnel matters. Mr. Walko stated that the topics discussed are legitimate subjects of an Executive Session under the Commonwealth of Pennsylvania's Sunshine Law.

6. Consent Agenda:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried, the minutes of the March 13, 2023 meeting, the Payment of Bills List dated March 27, 2023, and the Construction Escrow Release No. 2 for Walnut Knoll were approved as presented.

Public Hearing:

7. Conditional Use Application – Penn Medicine: Ms. Chimera opened the public hearing at 7:04 p.m. Notes of testimony were taken by Court Reporter Tim Kurek. Greg Davis, Esquire, represented the applicant, along with Theresa Larivee, Chief Business Officer for Penn Medicine, Kent Doss, AIA, Architect, Christopher Poterjoy, P.E., Engineer, Matthew Nelson, R.L.A., Landscape

Architect, and James Markham, P.E. Traffic Engineer. Mr. Walko introduced the conditional use application public hearing format and instructed those present on how they could participate in the hearing. Mr. Davis presented the proposal for the ambulatory healthcare center with a parking garage on DeKalb Pike. The use is permitted by conditional use in the commercial zoning district. After the witnesses completed their testimony, public comment was made. Residents from the Gwynmont Farms development made comments concerning safety, screen buffers, tree size, traffic, sight distance when pulling out of the neighborhood, security, privacy, blasting, construction, lighting, walking paths, and access to their neighborhood, other possible locations in the Township, tax exemption and Township resources. Township consultants from Gilmore and Associates, James Dougherty, P.E., Engineer, Damon Drummond, P.E. Traffic Engineer, and Judith Stern Goldstein, R.L.A, ASLA, were present to address questions and concerns. With testimony and public comment completed, the hearing was closed at 9:38 p.m. Mr. Walko recommended that the Board deliberate and make their decision known at the next Board of Supervisors meeting scheduled for Monday, April 10, 2023.

Planning and Zoning:

8. Review of Zoning Hearing Board Applications: Ms. McConnell identified the pending hearing before the April 5, 2023 Zoning Hearing Board meeting. Application 23030001 is for JP Morgan Chase Bank / 773 Bethlehem Pike for a variance from the provisions of Section 230-78A of the Code of Montgomery Township to reduce the required 25-foot landscape buffer required along street frontages and side / rear boundary lines to: 3.11 feet along the northern property line, 1.56 feet along the southern property line and 6.05 feet along the eastern property line.

Board consensus was not to enter an appearance for the application, allowing the Zoning Hearing Board to render a decision based on the testimony presented.

9. Waiver of Land Development – FEI Realty Holdings II, LLC – The applicant proposes to construct a new 768-square-foot pole barn on an existing gravel lot in the rear corner of the property located at 650 Upper State Road. The proposed pole barn will provide indoor equipment storage for their existing business on the site. The structure complies with all zoning requirements, and being less than 1,000 square feet on an existing impervious surface, no stormwater management is required.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried, the Board approved Resolution 2023-05, granting a waiver of the requirement of a formal land development application for FEI Realty Holdings II, LLC at 650 Upper State Road for the construction of a 768 square foot pole barn.

Public Works:

10. Bid Award for Rectangular Rapid Flashing Beacon Project – Ms. McCreary announced that bids were opened on March 10, 2023 and three bids were received, ranging from \$484,017.00 to \$555,788.58. The Township budgeted \$492,144.00 in the 2023 capital budget and last year was

awarded a grant from the County Transportation Program in the amount of \$271,072 towards this project.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried, the Board awarded the bid for the installation of Rectangular Rapid Flashing Beacons and pedestrian improvements at the entrance to Spring Valley and Windlestrae Parks to Armour & Sons Electric, Inc., the lowest responsible bidder, in the amount of \$484,017.00 per the recommendation of Gilmore & Associates, Township Traffic Engineer.

11. Purchase of Trash/Recycling Cans: Mr. Reiff reported that the Public Works Department is scheduled to purchase three (3) trash/recycling cans. The trash/recycling cans will match the ones purchased last year in the testing phase that were placed at the rear of the Police Department building and Friendship Park. One new can will be placed out front of the Administration building and two will be placed in the newly remodeled Fellowship Park. This purchase was approved in the 2023 Capital Investment Plan.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried, the Board approved the purchase of three (3) trash/recycling cans from KirbyBuilt for a total cost of \$5,658.26 per the quote dated March 15, 2023.

Public Safety:

12. Acceptance of 2021 FEMA SAFER Grant Award for FDMT: Chief Wiegman reported that the Fire Department of Montgomery Township was notified on March 15, 2023 that the Department's application for the FEMA fiscal year 2021 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) grant funding opportunity was approved in the amount of \$193,000.00. This is a federal grant awarded to the FDMT to assist with recruiting and retaining volunteers.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried, the Board approved the FDMT to accept the 2021 FEMA SAFER Grant in the amount of \$193,000.00.

13. Approval of Police Station Renovations: Chief Bendig reported that to accommodate the need for more functional operating space, the Police Department proposes renovating several areas of the police station. The renovations consist of combining two small interview rooms into one more functional interview room, the construction of a dividing wall in the men's locker room, and replacement of the Communication Center pass-through window. Three quotes were received, with the lowest responsible bidder quoting \$8,400.00 for the requested services.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried, the Board awarded the contract for the police station renovations to Nessim Renovations at a total cost of \$8,400.00 per their quote dated March 9, 2023.

Parks and Recreation:

14. Spring/Summer 2023 Programs and Fee Schedule – Mr. Shaffer presented the Spring/Summer 2023 Recreation Programs roster and the recommended fee schedules for the various activities.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried, the Board approved the 2023 Spring/Summer Recreation Program and Fee Schedule as submitted.

Old Business: None.

New Business:

15. Department Reports: Monthly reports were submitted by each department for activity in the month of February. Chief Wiegman provided an update on the ISO Assessment rating received by the Fire Department recently. In the past, the department usually received a 3 or 4 rating, but they are pleased to announce that they have received a lower rating of 2. This impressive rating is due to increased water pressure, improved emergency communications, growth in the fire department, increased training and response times. The ISO rating helps insurance companies determine premiums for residents and businesses in the Township.

16. Committee Reports: Ms. Chimera reported that the Planning Commission did not meet. Ms. Long stated that the CRC Advisory Committee met with an engineering firm to discuss the process of a feasibility study for the CRC. Ms. Bamford reported that the Sewer Authority has several work projects beginning soon and they are also celebrating their 60th Anniversary this year. The Shade Tree Commission is working on the Township Welcome sign project, which will be ready for presentation to the Board soon. Ms. Staab stated that the EAC will be reviewing the single use plastic survey which concludes this Friday, March 31st. Ms. Ware reported that the Senior Committee hosted a Medicare workshop recently which was attended by 32 people.

17. Adjournment: Upon motion by Ms. Chimera and seconded by Ms. Long, the meeting was adjourned at 10:02 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary

03/30/2023 09:55 AM

CHECK PROOF FOR MONTGOMERY TOWNSHIP

Page: 1/1

User: lgonzalez
DB: Montgomery Twp

BANK CODE: 01 CHECK DATE: 03/30/2023 INVOICE PAY DATE FROM 01/01/2023 TO 04/06/2023

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
03/30/2023	01	94508	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	403.26	1
03/30/2023	01	94509	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	463.61	1
03/30/2023	01	94510	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	514.63	1
03/30/2023	01	94511	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	799.76	1
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03/30/2023	01	94513	100000814	AMAZON.COM SERVICES, INC	40.99	1
03/30/2023	01	94514	00000208	DELL MARKETING L.P.	1,976.90	1
03/30/2023	01	94515	100002189	NESSIM RENOVATIONS	1,000.00	1
03/30/2023	01	94516	100000731	PITNEY BOWES, INC	733.95	1
03/30/2023	01	94517	100000701	STAPLES BUSINESS CREDIT	56.94	1
03/30/2023	01	94518	00001084	WITMER ASSOCIATES, INC.	4.08	1

Num Checks: 11

Num Stubs: 0

Num Invoices: 11

Total Amount: 6,131.49

User: lgonzalez
 DB: Montgomery Twp

BANK CODE: 01 CHECK DATE: 04/10/2023 INVOICE PAY DATE FROM 01/01/2023 TO 04/30/2023

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04/10/2023	01	94520	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	941.42	1
04/10/2023	01	94521	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,111.02	1
04/10/2023	01	94522	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	190.26	1
04/10/2023	01	94523	00000006	ACME UNIFORMS FOR INDUSTRY	206.30	1
04/10/2023	01	94524	00000006	ACME UNIFORMS FOR INDUSTRY	62.72	1
04/10/2023	01	94525	00000006	ACME UNIFORMS FOR INDUSTRY	200.14	1
04/10/2023	01	94526	00000006	ACME UNIFORMS FOR INDUSTRY	62.72	1
04/10/2023	01	94527	00000345	ALPHAGRAPHICS LANSDALE	342.82	1
04/10/2023	01	94528	100000814	AMAZON.COM SERVICES, INC	284.44	1
04/10/2023	01	94529	100000814	AMAZON.COM SERVICES, INC	55.99	1
04/10/2023	01	94530	100000814	AMAZON.COM SERVICES, INC	52.59	1
04/10/2023	01	94531	100000814	AMAZON.COM SERVICES, INC	165.97	1
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04/10/2023	01	94533	100000814	AMAZON.COM SERVICES, INC	113.97	1
04/10/2023	01	94534	100000814	AMAZON.COM SERVICES, INC	263.98	1
04/10/2023	01	94535	100000814	AMAZON.COM SERVICES, INC	27.52	1
04/10/2023	01	94536	100000814	AMAZON.COM SERVICES, INC	23.90	1
04/10/2023	01	94537	100000814	AMAZON.COM SERVICES, INC	31.30	1
04/10/2023	01	94538	100000814	AMAZON.COM SERVICES, INC	68.87	1
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04/10/2023	01	94540	100001828	ARAMSCO, INC.	64.29	1
04/10/2023	01	94541	100001828	ARAMSCO, INC.	1,027.30	1
04/10/2023	01	94542	100001828	ARAMSCO, INC.	819.28	1
04/10/2023	01	94543	00000031	AT&T	118.62	1
04/10/2023	01	94544	00000340	B SAFE INC.	224.19	1
04/10/2023	01	94545	00000340	B SAFE INC.	116.55	1
04/10/2023	01	94546	00000340	B SAFE INC.	123.45	1
04/10/2023	01	94547	100002192	BEANIE BOUNCE PARTY RENTALS	434.95	1
04/10/2023	01	94548	100000128	BOW WOW WASTE	1,709.70	1
04/10/2023	01	94549	100002167	CDI	1,407.39	1
04/10/2023	01	94550	100002167	CDI	1,407.39	1
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04/10/2023	01	94552	100002167	CDI	7,203.16	1
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04/10/2023	01	94554	100002167	CDI	7,810.40	1
04/10/2023	01	94555	00001601	CDW GOVERNMENT, INC.	190.47	1
04/10/2023	01	94556	00001601	CDW GOVERNMENT, INC.	4,138.00	1
04/10/2023	01	94557	MISC	CLYDE S WALTON INC	324.50	1
04/10/2023	01	94558	00000363	COMCAST	10.53	1
04/10/2023	01	94559	100002088	CRASH CHAMPIONS #0504	8,085.19	1
04/10/2023	01	94560	00001460	D.J.B. SPECIALTIES, INC.	380.95	1
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04/10/2023	01	94562	00000629	DAVIDHEISER''S INC.	358.00	1
04/10/2023	01	94563	00000629	DAVIDHEISER''S INC.	40.00	1
04/10/2023	01	94564	00000208	DELL MARKETING L.P.	2,970.21	1
04/10/2023	01	94565	00000208	DELL MARKETING L.P.	1,084.36	1
04/10/2023	01	94566	00001460	DJB SPECIALTIES, INC.	627.88	1
04/10/2023	01	94567	100000213	DOG TOWN	383.96	1
04/10/2023	01	94568	00000967	DVHT DELAWARE VALLEY HEALTH TRUST	193,708.90	1
04/10/2023	01	94569	00000612	DVMMA DELAWARE VALLEY MUNICIPAL	2,030.75	1
04/10/2023	01	94570	00000612	DVMMA DELAWARE VALLEY MUNICIPAL	2,641.43	1
04/10/2023	01	94571	00001520	DVPLT DELAWARE VALLEY PROPERTY &	85,505.25	1
04/10/2023	01	94572	00000120	DVWCT DELAWARE VALLEY WC TRUST	63,977.25	1
04/10/2023	01	94573	00906127	EAGLE POINT GUN	4,751.75	1
04/10/2023	01	94574	00001873	EGOV STRATEGIES LLC	6,000.00	1
04/10/2023	01	94575	00000169	FEDEX	52.61	1
04/10/2023	01	94576	00001466	FEDEX OFFICE	17.49	1

User: lgonzalez
 DB: Montgomery Twp

BANK CODE: 01 CHECK DATE: 04/10/2023 INVOICE PAY DATE FROM 01/01/2023 TO 04/30/2023

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
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04/10/2023	01	94579	00001466	FEDEX OFFICE	76.41	1
04/10/2023	01	94580	00001132	FERGUSON & MCCANN, INC.	249.00	1
04/10/2023	01	94581	100000187	FRED BEANS FORD LINCOLN	39,891.00	1
04/10/2023	01	94582	00001852	G.L. SAYRE, INC.	213.60	1
04/10/2023	01	94583	00000188	GALLS, AN ARAMARK CO., LLC	226.39	1
04/10/2023	01	94584	MISC	GARDNER/FOX ASSOC	2,610.00	1
04/10/2023	01	94585	00000191	GENERAL CODE, LLC	640.00	1
04/10/2023	01	94586	00000817	GILMORE & ASSOCIATES, INC.	601.00	1
04/10/2023	01	94587	00000817	GILMORE & ASSOCIATES, INC.	160.00	1
04/10/2023	01	94588	00000817	GILMORE & ASSOCIATES, INC.	2,023.00	1
04/10/2023	01	94589	00000817	GILMORE & ASSOCIATES, INC.	1,292.00	1
04/10/2023	01	94590	00000817	GILMORE & ASSOCIATES, INC.	630.00	1
04/10/2023	01	94591	00000817	GILMORE & ASSOCIATES, INC.	9,738.95	1
04/10/2023	01	94592	00000817	GILMORE & ASSOCIATES, INC.	3,363.50	1
04/10/2023	01	94593	00000817	GILMORE & ASSOCIATES, INC.	1,041.00	1
04/10/2023	01	94594	00000817	GILMORE & ASSOCIATES, INC.	1,423.06	1
04/10/2023	01	94595	00000817	GILMORE & ASSOCIATES, INC.	930.35	1
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04/10/2023	01	94598	00000817	GILMORE & ASSOCIATES, INC.	186.50	1
04/10/2023	01	94599	00000817	GILMORE & ASSOCIATES, INC.	35.50	1
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04/10/2023	01	94601	00000817	GILMORE & ASSOCIATES, INC.	1,421.25	1
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04/10/2023	01	94631	00000817	GILMORE & ASSOCIATES, INC.	2,263.41	1
04/10/2023	01	94632	00000235	GLENN A. DAVIS	298.65	1
04/10/2023	01	94633	00001323	GLICK FIRE EQUIPMENT COMPANY INC	179.17	1
04/10/2023	01	94634	00000608	GOOSE SQUAD T.T.C.	900.00	1

User: lgonzalez
 DB: Montgomery Twp

BANK CODE: 01 CHECK DATE: 04/10/2023 INVOICE PAY DATE FROM 01/01/2023 TO 04/30/2023

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04/10/2023	01	94637	00000102	INTERSTATE BATTERY SYSTEMS OF	225.90	1
04/10/2023	01	94638	00000102	INTERSTATE BATTERY SYSTEMS OF	112.95	1
04/10/2023	01	94639	100002190	J.S BEER TREE SERVICE, LLC	1,200.00	1
04/10/2023	01	94640	100002191	JAMES A. HARDY	1,813.00	1
04/10/2023	01	94641	03214571	JOHN SCHEITER	175.00	1
04/10/2023	01	94642	100001811	KEYSTONE MUNICIPAL SERVICES, INC.	6,037.50	1
04/10/2023	01	94643	100001254	KILCOYNE & KELM, LLC	1,153.75	1
04/10/2023	01	94644	100002110	KRISTINE WILLARD	980.04	1
04/10/2023	01	94645	00000354	MAD SCIENCE OF WEST NEW JERSEY	125.00	1
04/10/2023	01	94646	00001065	MAILLIE LLP	1,000.00	1
04/10/2023	01	94647	00001065	MAILLIE LLP	500.00	1
04/10/2023	01	94648	00001065	MAILLIE LLP	500.00	1
04/10/2023	01	94649	100002195	MARYJO BUTTERLY	90.00	1
04/10/2023	01	94650	00000201	MASTERTECH AUTO SERVICE, LLC	1,199.19	1
04/10/2023	01	94651	00001330	MCCALLION STAFFING SPECIALISTS	631.13	1
04/10/2023	01	94652	00001330	MCCALLION STAFFING SPECIALISTS	631.13	1
04/10/2023	01	94653	100002180	MINUTEMAN PRESS	85.00	1
04/10/2023	01	94654	100000188	MJ EARL	31.15	1
04/10/2023	01	94655	00905070	NORTH WALES LIBRARY	325.00	1
04/10/2023	01	94656	00001813	OCCUPATIONAL HEALTH CENTERS	225.00	1
04/10/2023	01	94657	100001969	ODP BUSINESS SOLUTIONS, LLC	15.87	1
04/10/2023	01	94658	100001969	ODP BUSINESS SOLUTIONS, LLC	59.63	1
04/10/2023	01	94659	100001969	ODP BUSINESS SOLUTIONS, LLC	32.71	1
04/10/2023	01	94660	100001567	OMEGA SYSTEMS CONSULTANTS, INC.	1,610.00	1
04/10/2023	01	94661	100001567	OMEGA SYSTEMS CONSULTANTS, INC.	2,625.00	1
04/10/2023	01	94662	100000039	PA TURNPIKE TOLL BY PLATE	10.00	1
04/10/2023	01	94663	100000039	PA TURNPIKE TOLL BY PLATE	31.10	1
04/10/2023	01	94664	100000754	PETROLEUM TRADERS CORP.	2,350.39	1
04/10/2023	01	94665	100000754	PETROLEUM TRADERS CORP.	1,274.33	1
04/10/2023	01	94666	100000754	PETROLEUM TRADERS CORP.	2,744.69	1
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04/10/2023	01	94668	100000755	PETROLEUM TRADERS CORP.	775.01	1
04/10/2023	01	94669	100000755	PETROLEUM TRADERS CORP.	1,173.99	1
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04/10/2023	01	94671	00000447	PETTY CASH - POLICE	84.05	1
04/10/2023	01	94672	00000945	PIPERSVILLE GARDEN CENTER, INC.	37.47	1
04/10/2023	01	94673	100000932	POSITIVE CONCEPTS/ATPI	490.56	1
04/10/2023	01	94674	100001637	QUILL LLC	73.95	1
04/10/2023	01	94675	100002178	R/T TUNING	230.07	1
04/10/2023	01	94676	100002178	R/T TUNING	153.38	1
04/10/2023	01	94677	100002112	RIVERSIDE CONSTRUCTION MATERIAL INC	4,821.20	1
04/10/2023	01	94678	100002112	RIVERSIDE CONSTRUCTION MATERIAL INC	3,204.16	1
04/10/2023	01	94679	100002186	SAFEGUARD	340.05	1
04/10/2023	01	94680	100002186	SAFEGUARD	323.98	1
04/10/2023	01	94681	100002193	SCANTEK	27,660.00	1
04/10/2023	01	94682	00000653	SCATTON'S HEATING & COOLING, INC.	280.00	1
04/10/2023	01	94683	00001901	SLEEPY HOLLOW FARM INC.	2,295.00	1
04/10/2023	01	94684	100001903	T-MOBILE USA, INC	25.00	1
04/10/2023	01	94685	00661122	TEES WITH A PURPOSE	168.00	1
04/10/2023	01	94686	00906111	THE PROTECTION BUREAU	247.75	1
04/10/2023	01	94687	100000068	TOP-A-COURT, LLC	75,578.40	1
04/10/2023	01	94688	100000068	TOP-A-COURT, LLC	16,533.00	1
04/10/2023	01	94689	00000040	VERIZON	269.00	1
04/10/2023	01	94690	00000040	VERIZON	186.36	1
04/10/2023	01	94691	00000040	VERIZON	1.58	1
04/10/2023	01	94692	00000040	VERIZON	320.72	1

04/05/2023 03:01 PM

CHECK PROOF FOR MONTGOMERY TOWNSHIP

Page: 4/4

User: lgonzalez

BANK CODE: 01

CHECK DATE: 04/10/2023 INVOICE PAY DATE FROM 01/01/2023 TO 04/30/2023

DB: Montgomery Twp

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
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04/10/2023	01	94695	100002179	WE CONSERVE PA	260.00	1
04/10/2023	01	94696	00001329	WELDON AUTO PARTS	98.35	1
04/10/2023	01	94697	00001329	WELDON AUTO PARTS	53.18	1
04/10/2023	01	94698	00001329	WELDON AUTO PARTS	10.99	1
04/10/2023	01	94699	00000537	WILLIAM R. PEOPLES	422.58	1
04/10/2023	01	94700	00001084	WITMER ASSOCIATES, INC.	675.50	1

Num Checks: 182

Num Stubs: 0

Num Invoices: 182

Total Amount: 742,625.39

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #07

SUBJECT: Recognition of the Retirement of Officer David Dunlap
MEETING DATE: April 10, 2023
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison
INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

On March 14, 2023, Officer David Dunlap retired from the Montgomery Township Police Department after 40 years of service to our community. Officer Dunlap began his career with the Montgomery Township Police Department as a patrol officer on March 2, 1984. Before beginning his service to Montgomery Township, Officer Dunlap served as a police officer with the Abington Township Police Department. Officer Dunlap has served in various roles during his tenure, including officer-in-charge (OIC) and Motor Carrier inspector. However, Officer Dunlap will be most known for his work as a member of the Department's Highway Safety Unit, investigating serious traffic crashes, conducting traffic studies, and investigating citizen traffic complaints.

During his 40-year career, Officer Dunlap has received seven departmental commendations for his actions as an officer and numerous letters of appreciation from township residents, civic groups, and neighboring law enforcement agencies. Officer Dunlap has shown exemplary dedication and professionalism in his service to our community's residents, businesses, and coworkers. Officer Dunlap's skillset, dedication, and leadership will be sorely missed.

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize Officer David Dunlap on the occasion of his retirement from the Township after 40 years of service to our community.

MOTION/RESOLUTION:

MOTION that we hereby recognize Officer David Dunlap and express our gratitude to him for his dedication and faithful service to the Montgomery Township Police Department and the Montgomery Township community.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #08

SUBJECT:	Presentation: Police Department Reaccreditation
MEETING DATE:	April 10, 2023
BOARD LIAISON:	Annette M. Long, Public Safety Committee Liaison
INITIATED BY:	J. Scott Bendig, Chief of Police

BACKGROUND:

This evening, Chief Jim Adams (Ret.), Accreditation Program Coordinator of the Pennsylvania Chief of Police Association, is in attendance to present the Association's Certificate of Law Enforcement Accreditation to Montgomery Township.

In July 2001, The Pennsylvania Chiefs of Police Association introduced the Pennsylvania Law Enforcement Accreditation Program. This Program was designed and developed to provide a strategy for the continued professionalization of law enforcement agencies within our Commonwealth. The accreditation process involves developing and incorporating best police practices and procedures in over three hundred identifiable benchmarks targeted to improve and maintain a high level of department performance.

In 2004, the Montgomery Township Police Department became the eighteenth police department in Pennsylvania to be accredited under the Accreditation Program. Since achieving accreditation in 2004, the Police Department has undergone reaccreditation in 2007, 2011, 2014, and 2017. In 2020, the Department was reaccredited once again and recognized as a Premier Agency by the Commission for its ongoing commitment to excellence through the Accreditation Program.

On January 9, 2023, assessors from the Accreditation Program performed an on-site reaccreditation assessment of the Police Department. On January 26, 2023, The Montgomery Township Police Department was again reaccredited by the Pennsylvania Law Enforcement Accreditation Commission and recognized as a Premier Agency by the Commission.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #09

SUBJECT:	North Wales Library – National Library Month
MEETING DATE:	April 10, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Carolyn McCreary, Township Manager

BACKGROUND:

The Township is proud to be a supporter of the North Wales Regional Library.

Tonight, Director, Jayne Blackledge is here to present library cards to the Supervisors who are now members.

The Board of Supervisors will also consider adopting a resolution proclaiming National Library Week.

MOTION/RESOLUTION:

MOTION to adopt the proclamation recognizing April 23 through April 29, 2023, as National Library Week in Montgomery Township.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

**National Library Week 2023
Proclamation**

WHEREAS, today's libraries are more about what they can do with and for their communities, and not just about what they have on the shelves;

WHEREAS, libraries have long served as trusted institutions, often the heart of their cities, towns, schools, and academic campuses;

WHEREAS, libraries serve people of all ages, interests and backgrounds providing the resources and space to engage in life-long learning;

WHEREAS, libraries offer equipment and professional staff support to utilize technology, programs and services; often free or with nominal charges to users;

WHEREAS, libraries are a resource for all - regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, we recognize librarians as information professionals who provide expertise, services and guidance for patrons to access credible sources and material, making their own informed decisions about the world today;

WHEREAS, libraries provide access to and display a wide range of information not just a majority opinion or single perspective;

WHEREAS, librarians hold the professional values of diversity, equity and inclusion to meet the needs of all users;

WHEREAS, the PA Forward®, Literacy is POWER, initiative highlights how libraries and staffs encourage literacy in Basic, Information, Civic & Social, Health, and Financial, which contributes to greater personal and community success;

WHEREAS, America is celebrating National Library Week, including April 25 as National Library Workers' Day and the immeasurable contributions made by library workers; April 26 as National Outreach Day showing library services are not limited to their physical location; and April 27 as Take Action for Libraries Day encouraging community support for libraries;

NOW, THEREFORE, be it resolved that we, the Montgomery Township proclaim National Library Week, April 23-29, 2023 in our township. During this week, we encourage all residents to visit our libraries, and explore all that they offer to help move PA Forward®!

Candyce Fluehr Chimera, Chairwoman

Annette M. Long, Vice-Chairwoman

Tanya C. Bamford, Member

Beth A. Staab, Member

Audrey R. Ware, Member

Attest: Carolyn McCreary, Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #10

SUBJECT:	Conditional Use Hearing Decision and Order: Penn Medicine
MEETING DATE:	April 10, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	John F. Walko, Esq., Township Solicitor

BACKGROUND:

The applicant is proposing to construct an ambulatory healthcare center with a parking garage on DeKalb Pike. This use is permitted by conditional use in the commercial zoning district.

Township staff and consultants have had the opportunity to review the details of the plan.

This application was presented and reviewed by the Planning Commission at their February 16th public meeting. A public hearing was held as part of the Board of Supervisors meeting on Monday, March 27, 2023.

As part of its deliberations, the Board reviewed details of the testimony presented, and considered conditions they may wish to include if they were to approve the application and render a decision.

MOTION/RESOLUTION:

Motion to approve the conditional use application for The Trustees of the University of Pennsylvania, owner and operator of the University of Pennsylvania Health System with the conditions described and noted.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #11

SUBJECT:	Adoption of Ordinance 23-334, Verizon Franchise Agreement
MEETING DATE:	April 10, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Carolyn McCreary, Township Manager

BACKGROUND:

The Cohen Law Group has successfully negotiated the cable franchise renewal agreement with Verizon Pennsylvania LLC. Unlike prior agreements, this one is for five years primarily due to the dramatic changes in the cable market including changes in the industry, in technology, and in government regulations.

The franchise fee percentage remains the same as our current agreement with the definition of gross revenue including language for sources that may not exist at this time. The Township is also permitted to conduct a franchise fee audit with new terms deemed fair to both sides. The agreement also has language ensuring that a bundled discount is not solely applied to a customer's cable services, which would reduce the calculated gross revenue.

Within 90 days of the effective date of this agreement, Verizon will issue a payment of \$10,930 to the Township to offset our costs related to local channel programming.

An Executive Summary is included in the packet, which details the terms of the agreement more fully.

RECOMMENDATION:

Staff recommends the Board of Supervisors adopt the ordinance.

MOTION/RESOLUTION:

Motion to adopt Ordinance No. 23-334, approving the renewal of the Cable Franchise Agreement with Verizon Pennsylvania LLC.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

ORDINANCE NO. 23-334

**ORDINANCE OF THE TOWNSHIP OF MONTGOMERY AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND
VERIZON PENNSYLVANIA LLC**

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

ENACTED AND ORDAINED this ____ day of _____, 2023.

ATTEST:

TOWNSHIP OF MONTGOMERY

Carolyn McCreary, Secretary

Candyce Fluehr Chimera, Chairwoman
Township Board of Supervisors



**EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL
AGREEMENT WITH VERIZON PENNSYLVANIA LLC
February 12, 2023**

Introduction

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a Cable Franchise Renewal Agreement (“Agreement”). The negotiation of this Agreement took longer than expected, because the climate for negotiations was a challenging one. The reason is that there have been dramatic developments since Verizon first entered the cable market in Pennsylvania in 2006-08. They fall into three categories—changes in the industry, in technology, and in the regulatory landscape.

First, the video industry has undergone a transformation that has led to much greater competition for cable operators like Verizon. The users of video streaming services, such as Netflix, Hulu and Disney+, have increased 89% in the last five years and are expected to increase by another 41% by 2027. (*Statista*, November 2022). Because they operate over the internet rather than over a cable system, these streaming services are not subject to a cable franchise agreement or the assessment of franchise fees. Meanwhile, the number of cable television subscribers has decreased by 20% in the last six years. (*Pew Research Center*, March 2021).

Second, the technology for distributing video services has also changed dramatically over this time period. There has been a strong migration to wireless video services, which in the case of Verizon, has led the company to redirect capital funds from the FiOS wired service to Verizon Wireless. In addition and while we strongly disagree, there are some industry representatives who question whether Verizon’s FiOS television platform is actually an internet-based platform that is not technically a “cable system” under the Cable Act.

Finally, there has been a significant shift in the regulations applicable to cable franchising. The Federal Communication Commission’s (“FCC’s”) 2019 Third Report and Order was the most consequential regulatory change in cable franchising in the last 24 years (since the Telecommunications Act of 1996). The key ruling of the Order is that all “in-kind, non-capital cable company contributions” to local governments fall within the maximum five percent (5%) franchise fee and therefore may be offset against franchise fee payments.

It was against this backdrop that CLG negotiated a cable franchise renewal agreement with Verizon. Given that Verizon is subject to greater competition, there have been significant technology changes, and municipalities have somewhat fewer legal rights today, much of our

negotiations involved fighting to retain the benefits in your current franchise agreement. The following is a brief summary of the major provisions contained in the new Agreement. While there are many other important provisions in the Agreement, this summary addresses only the major items. The Agreement is subject, of course, to approval by your local governing body.

1. Franchise Fees

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new agreement is the same as in your current Verizon agreement. The Agreement also includes a comprehensive definition of "gross revenue" that includes twenty-two (22) enumerated revenue sources that will maximize your municipality's franchise fee revenue.

The "gross revenues" list includes all current eligible revenue sources and a "catch all" item to capture future revenue sources that are not foreseeable today. The list adds two new sources that are not in your current agreement, but that we asked to be included—regional sports programming fees and revenue from the sale of subscriber lists. As you know, all franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability

As with your current agreement, the new Agreement also authorizes your municipality to conduct a franchise fee audit of Verizon to ensure the accurate payment of franchise fees. If an audit is conducted, it will be subject to a four-year "look back" period and Verizon must pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of franchise fee revenue of five percent (5%) or more, then Verizon must also pay \$3,000 toward the cost of the audit.

The process for franchise fee audits in your current agreement is minimal. Based on our firm's past experience in conducting audits of Verizon, we requested new provisions to ensure that the audit process is fair to both sides. While Verizon did not agree to all of our requests, the audit section adds new process language, including the requirements that Verizon "provide all records reasonably necessary" for the audit and that it respond to "reasonable follow-up records requests to the extent necessary to complete the audit."

Finally, the new Agreement includes a stronger "bundled services" protection than the one in the current agreement. If a subscriber purchases all of Verizon's three services (i.e. cable, internet and phone) and receives a "bundled services" discount, this provision ensures that the discount is not applied solely to cable services. If this occurred, then franchise fee revenue to the municipality would be reduced. The new Agreement states that Verizon "will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise."

3. Conditional Unilateral Termination

This is the issue that caused the most contentious debate during our negotiations with Verizon. Verizon initially insisted upon the unilateral right to terminate the Agreement and all of

its obligations upon sixty (60) days' written notice to the municipality. Its stated reasons for this request are consistent with the first two issues discussed in the introduction above—namely, competition in the video industry and changes in technology. Either or both of these developments could cause Verizon to end its foray into the cable television market.

Recognizing that, if Verizon decides to terminate its cable service business, there is little the municipality could do to stop it, we fought with Verizon's attorneys for months to include protections for the municipality. We asked for certain pre-conditions to any termination as well as a reasonable notice period, so that the municipality would not suffer an abrupt drop in franchise fee revenue without the time to be able to fill the ensuing revenue gap. This notice period would also give Verizon subscribers time to switch to the incumbent cable operator and help preserve franchise fees for the municipality. Note that the current franchise agreement with Verizon also includes a unilateral termination provision.¹

In the end, Verizon agreed to the following: 1) a pre-condition of a decrease of at least six percent (6%) of Verizon subscribers in the municipality over a twelve (12) month period; 2) the twelve (12) month period may not begin until after the effective date of the Agreement; and 3) after meeting this pre-condition, Verizon must give a separate twelve (12) months' notice to the municipality of its plans to terminate its cable service. Based on its counsel's representations, Verizon has not yet suffered a loss of six percent (6%) of its cable subscribers in a twelve (12) month period in any of its jurisdictions. If Verizon were to experience such a loss in your municipality going forward and if it decides to terminate, then it must provide at least one year's advanced notice to the municipality. After months of negotiations, we can confidently state that this is as far as Verizon is willing to go on this issue.

4. Customer Service Standards

The new Agreement includes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Verizon measure compliance if there are subscriber complaints;
- Time limits for commencing installation, service interruption and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Credits for service interruptions of four or more hours upon request;
- Requirements that bills be clear and fully itemized, and that Verizon may not impose late fees on a subscriber who disputes a bill in good faith until the dispute is resolved;

¹ Verizon retained the right to terminate the current agreement after three years if it "does not then in good faith believe it has achieved a commercially reasonable level of subscriber penetration on its cable system, making it commercially impracticable for Verizon to continue the provision of cable service in the municipality." In other words, if Verizon had decided to shut down its cable service because it had not signed up a sufficient number of cable customers, then it could have terminated the Agreement.

- Customer complaint procedures and time frames; and
- Requirements to be met prior to Verizon disconnecting a subscriber's cable service.

5. Reporting and Records Requirements

As with the current agreement, the new Agreement requires Verizon to send the municipality a quarterly, line-item franchise fee report. In addition, Verizon must keep the following specific records that may be inspected by the municipality: 1) records of all "complaints" as defined in the Agreement; 2) records of all "significant outages" as defined in the Agreement; 3) records of service calls for repair or maintenance; and 4) records of installation/reconnection activities and requests for service extensions. The municipality also has the right to inspect all of Verizon's records pertaining to the Agreement or any aspect of Verizon's cable service. Verizon must retain these records for at least four years.

6. Cable Services to Community Facilities

In your current agreement, Verizon agreed to provide free Basic Service to the municipal buildings, public and private schools, and public libraries listed in Exhibit A to the agreement. In 2019, however, the FCC injected a major new restriction regarding this issue in its Third Report and Order. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings" may be offset against franchise fees. The FCC found that these courtesy services are in-kind contributions and therefore fall within the five percent (5%) franchise fee cap.²

As such, Verizon will no longer provide courtesy cable services and will charge municipalities that wish to receive such services. The FCC Order is being challenged in court by many municipalities and local government associations around the country. As such, the new Agreement states that, if the courtesy services portion of the Order is reversed on final appeal, then, if requested in writing by the municipality, Verizon will provide Basic Service to the public buildings listed in Exhibit A to the Agreement on a complimentary basis.

7. Educational and Governmental Channels

Federal law grants municipalities the right to dedicated Public, Educational and Governmental ("PEG") Access Channels noting that the acronym "EG" is used in the absence of a Public Access Channel. In the Agreement, Verizon will continue to provide one (1) Educational Channel and one (1) Governmental Channel to be used for programming related to educational and governmental activities. The Township or its designee would have complete control over the content, scheduling, and administration of the channels, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Verizon will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination locations and be

² For those municipalities that assess a franchise fee percentage that is lower than five percent (5%), they may receive free cable services for public facilities.

distributed over the cable system. Verizon is required to cablecast the EG channels to all Verizon subscribers and the technical quality of the channels must be comparable to the technical quality used for commercial channels.

While the EG Channels are currently provided in Standard Definition (“SD”) format, Verizon has agreed to provide one Channel in High Definition (“HD”) format upon request noting that the Township has decided to apply HD format to the Governmental Channel. The Township may make a written request at any time to upgrade the Governmental Channel to HD format with such obligation of Verizon to be fulfilled within two hundred seventy (270) days of Verizon’s receipt of such written notice. We have included in this packet a draft letter to Verizon making such a request on behalf of the Township. The new HD channel will be assigned a new number on Verizon’s channel lineup and may no longer be located on the Basic Service Tier.

8. EG Capital Grant

The Agreement also requires Verizon to provide the Township with a cash franchise grant to be used for capital expenses “in support of the production of local EG Channel programming.” The grant is to be paid to the Township within ninety (90) days of the effective date of the Agreement. The grant amount negotiated for the Township is \$10,930 based on considerable negotiation regarding same. Verizon reserves the right as allowed by federal law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

9. Enforcement

The Agreement provides the municipality with three enforcement tools in the event that Verizon violates the Agreement—liquidated damages (pre-determined monetary fines), lawsuit and revocation. The Agreement includes liquidated damages for eight categories of potential violations. Verizon agreed in the new Agreement to increase the damage amounts from the current agreement due to inflation. The new damage amounts are \$150 per day (up from \$100 per day in the current agreement) for all categories, except for violations of customer service standards, which are \$450 per quarter (up from \$300 per quarter). The amount of liquidated damages per year for each municipality may not exceed \$15,000 (up from \$12,000).

The municipality also has the option to file a lawsuit against the cable operator or, in the case of an extreme violation, revoke the Agreement altogether after providing due process rights to Verizon. If the municipality revokes the Agreement, Verizon may appeal the revocation to a court of competent jurisdiction.

10. Modification/Termination Based on Video Service Provider Requirements

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another cable operator that is more favorable to that company than this Agreement is to Verizon. After much negotiation, we agreed that the provision will trigger only if your municipality enters into another franchise or other agreement with a “video service provider (VSP)” to provide video services and

if that agreement “taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this (Agreement).”³

If this occurs, then Verizon may notify the municipality and, within 60 days of such notice, the parties must “commence negotiations to modify this (Agreement) to create reasonable competitive equity between Verizon and such other VSP’s.” Initially, Verizon wanted to define VSP’s broadly to include wireless companies utilizing the public rights-of-way. We objected on the grounds that wireless companies are subject to completely different regulatory requirements, not the least of which is that wireless companies may not legally be subject to fees calculated as a percentage of gross revenues, such as franchise fees. In the end, Verizon agreed to define VSP to only include wired facilities in the rights-of-way.

11. Length of Franchise Term

Typically, in renewal negotiations, cable operators seek longer franchise terms and municipalities seek shorter terms. The reason is that, for cable operators, franchise agreements secure their capital investment in the cable system, and for municipalities, franchise agreements typically provide new benefits and allow municipalities to address new technologies. In our experience, the average franchise term for all cable operators is ten (10) years.

In this negotiation, however, Verizon turned this policy upside down and insisted on a five (5) year term. For the reasons described in the introduction above, Verizon does not want to be locked into a longer term (despite the “unilateral termination” provision described above). Verizon attorneys stated that no local government in the United States has negotiated a longer renewal term than five years with Verizon. From the beginning of the negotiations, its attorneys said that this item was non-negotiable. As such, the length of term in the new Agreement is (5) years.

Thank you for the opportunity to present this summary of the major provisions of the new Agreement. Please do not hesitate to contact either of us directly if you have any questions or concerns.

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³ The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

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

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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 MONTGOMERY, 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 24, 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 MONTGOMERY

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

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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
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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

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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 \$10,930. 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

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of defending claims or litigation, arising from or in connection with claims regarding an EG programming facility, not including the actual FFTP 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

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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.

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 MONTGOMERY

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 Montgomery
1001 Stump Road
Montgomeryville, PA 18936
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 MONTGOMERY

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

Township Municipal Building
1001 Stump Road
Montgomeryville, PA 18936

Township Public Works Garage
90 Demorah Drive
Montgomeryville, PA 18936

Sewer Authority Treatment Plant
Eureka WWTP
North Wales, PA 19454

Township Fire Station
Rt. 309 and Stump Road
Montgomeryville, PA 18936

Bridle Path Elementary School
200 Bridle Path Road
Lansdale, PA 19446

Montgomery Elementary School
1221 Stump Road
Montgomeryville, PA 18936

Mary Mother of the Redeemer School
1325 Upper State Road
North Wales, PA 19454

Proposed Fire Station
Route 202 and Montgomery Avenue
Montgomeryville, PA 18936

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.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #12

SUBJECT: Consider Award of Contract for the 2023 Lawn Care Treatment
MEETING DATE: April 10, 2023
BOARD LIAISON: Candyce Fluehr Chimera, Chair
INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

The Township received and opened bids utilizing PennBid on April 5, 2023, at the Township building. The bid documents were downloaded ten (10) times and one (1) bid was received. The Township reviewed the one (1) bid, found everything to be complete and is recommending award of the bid to Moyer & Son, Inc. the only responsible bidder with a bid of \$19,244.00. The bid tabulation sheet is included in your packet. Moyer & Son, Inc. successfully provided us with this service in 2022 at a cost of \$18,864.00.

PREVIOUS BOARD ACTION:

The Board authorized the advertisement of the bid at its public meeting on February 27, 2023.

BUDGET IMPACT:

The funding for the Lawn Care Treatment is included in the approved 2023 Operating Budget.

RECOMMENDATION:

Award the bid as recommended to Moyer & Son, Inc.

MOTION/RESOLUTION:

Motion to award the contract for the 2023 Lawn Care Treatment to Moyer & Son, Inc., the only responsible bidder, in the amount of \$19,244.00 per the recommendation of Township staff.

- 1) Motion by: _____ Second by: _____
- 2) Chair will call for public comment.
- 3) Chair will call for a vote.

Worksheet

Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Moyer Indoor/Outdoor	Average
Bid Price Ratio						100%	
Total Extended						\$19,244.00	
Default Item Group						\$19,244.00	-
	Lawn Care Treatment for Crabgrass and						
1	Broadleaf Weed Control and Liquid Fertilizer	Base	Dollar	1		\$19,244.00	\$19,244.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #13

SUBJECT: Approval of Purchase of Replacement 2024 GMC Pickup Truck
MEETING DATE: April 10, 2023
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

In 2023, the Public Works Department is scheduled to replace a 2005 Chevrolet Tahoe. The Public Works Department is proposing to purchase one 2024 GMC Sierra 3500HD Pickup Truck and snowplow from Star Buick-GMC-Cadillac Quakertown as approved in the 2023 Capital Investment Plan.

The 2024 GMC Sierra 3500HD Pickup Truck will replace the following vehicle:

- 2005 Chevrolet Tahoe with 118,023 miles

Attached is a quote dated April 6, 2023, from Star Buick-GMC-Cadillac Quakertown, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 025-E23-566), to provide the requested vehicle and snowplow at a total cost of \$68,670.00.

BUDGET IMPACT:

A total of \$84,500.00 was included in the 2023 Capital Investment Plan for the purchase of the truck and snowplow.

RECOMMENDATION:

It is recommended that the Board of Supervisors approves the awarding of the contract for the referenced purchase per the 2023 Capital Investment Plan.

MOTION/RESOLUTION:

Motion to award the contract for the purchase of one 2024 GMC Sierra 3500HD Pickup Truck and snowplow from Star Buick-GMC-Cadillac Quakertown, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$68,670.00 per their quote dated April 6, 2023.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



Vehicle: [Retail] 2024 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

Quote Worksheet

	MSRP
Base Price	\$57,100.00
Dest Charge	\$1,895.00
Total Options	\$3,755.00
	Subtotal
	\$62,750.00
Costars Rebate as per contract 25-E23-566	(\$5,300.00)
Dejana Plow Upfit (Fisher 9'HD-2 Series) and back rack	\$10,120.00
Tony's Emergency Services Lighting	\$1,100.00
	Subtotal Pre-Tax Adjustments
	\$5,920.00
Less Customer Discount	\$0.00
	Subtotal Discount
	\$0.00
Trade-In	\$0.00
	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$68,670.00
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$68,670.00

Dealer Signature / Date

Customer Signature / Date

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Data Version: 19091. Data Updated: Apr 4, 2023 6:40:00 PM PDT

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #14

SUBJECT:	Review Results for Single-Plastic Use Ban Survey
MEETING DATE:	April 10, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Derek Muller, Public Information Coordinator

BACKGROUND:

The Environmental Advisory Committee (EAC) recently promoted a survey for Township residents and businesses to provide input on a Single-Plastic Use Ban. The survey was closed on March 31, 2023.

Public Information Coordinator and EAC Staff Liaison Derek Muller will present the survey results this evening.