LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
REGULAR PUBLIC MEETING

Tuesday, September 8, 2026, 7:00 p.m.

To join the meeting via Zoom:
https://us02web.zoom.us/j/82075902546?pwd=musRsTDQxfaRcefve61xaUVDKabaFl.1
Call #: 1-646-876-9923

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

The Board of Supervisors met in executive session on August 31, 2026, and prior to tonight's meeting to discuss matters of real estate related to the Public Works garage, personnel related to police, and potential litigation related to emergency management and parks.

Fall Fest is Saturday, September 19 from noon to 5 p.m. Enjoy an afternoon of fall fun on Houston Road by Wissahickon Middle School and High School.

A special Board of Supervisors' meeting will be held on Tuesday, October 6th at 7:00 pm in the Township Building to discuss a proposed zoning ordinance amendment regulating data centers.

PUBLIC COMMENTS

Citizen comments, concerns, questions for items not on the agenda
(Comments on agenda items will be taken when those items are discussed by the Board)

GENERAL BUSINESS

1. Stormwater Permitting 101 - an overview by the Township Engineer of the Clean Water Act permitting requirements for Lower Gwynedd's storm sewer system

2. Consider authorization of a change order to the contract with G&B in the amount of $11,850 to add landscaping for the Old Bethlehem Pike culvert replacement and streambank restoration

3. Consider appointing Thomas J. Anderson & Associates, Inc. as actuary and pension administrator

4. Consider approval of Ordinance #558 authorizing execution of a cable franchise agreement between the Township and Verizon Pennsylvania LLC

5. Consider authorizing advertisement of a legal notice for an ordinance authorizing execution of a renewed cable franchise agreement between the Township and Comcast of PA, LLC and Comcast of Southeast PA, LLC

6. Approval of invoice report for September 8, 2026

7. Approval of minutes for the meeting of August 25, 2026

SUPERVISOR LIAISON REPORTS

Questions about Volunteer Commission Meeting Highlights

STAFF UPDATES

Updates from staff on municipal activities and projects

SUPERVISORS COMMENTS

Comments or questions from the Board of Supervisors

ADJOURNMENT

UPCOMING MEETING DATES*

HUMAN RELATIONS COMMISSION	THURS	10/01/2026	7:00 P.M.
BOARD OF SUPERVISORS	TUES	09/22/2026	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	09/09/2026	7:00 P.M.
ZONING HEARING BOARD	THURS	09/10/2026	6:00 P.M.
PARKS AND RECREATION	TUES	09/15/2026	6:00 P.M.
PLANNING COMMISSION	WED	09/16/2026	7:00 P.M.

*Please check the Township website to confirm meeting dates and times.

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

September 3, 2026

File No. 17-11047

Mimi Gleason, Township Manager
Lower Gwynedd Township
1130 N Bethlehem Pike
P.O. Box 625
Spring House, PA 19477

Reference: Old Bethlehem Pike Bridge
Change Order for Additional Landscaping

Dear Ms. Gleason:

As you are aware, the Township recently received feedback from neighboring residents regarding the landscaping surrounding the newly constructed bridge on Old Bethlehem Pike. In response to these concerns, Gilmore & Associates, Inc. collaborated with residents and Township staff to design a landscaping plan aimed at softening the visual impact of the bridge.

On September 2, 2026, our office and Township staff met with Mr. Lawn at 1135 Stone House Road to review the proposed design. Mr. Lawn expressed support for the plan and appreciated the Township's outreach and efforts.

The finalized landscaping plan was sent to the bridge contractor, G&B Construction, for pricing. The Township has received a formal quote of **$11,850.00** to install the proposed improvements, which includes all plantings and the installation of mulch planting beds.

Upon review the proposal, our office recommends the approval of this change order. We note that the requested amount is reasonable and falls within the budget for the overall project.

If you have any questions regarding the above, please contact this office.

Sincerely,

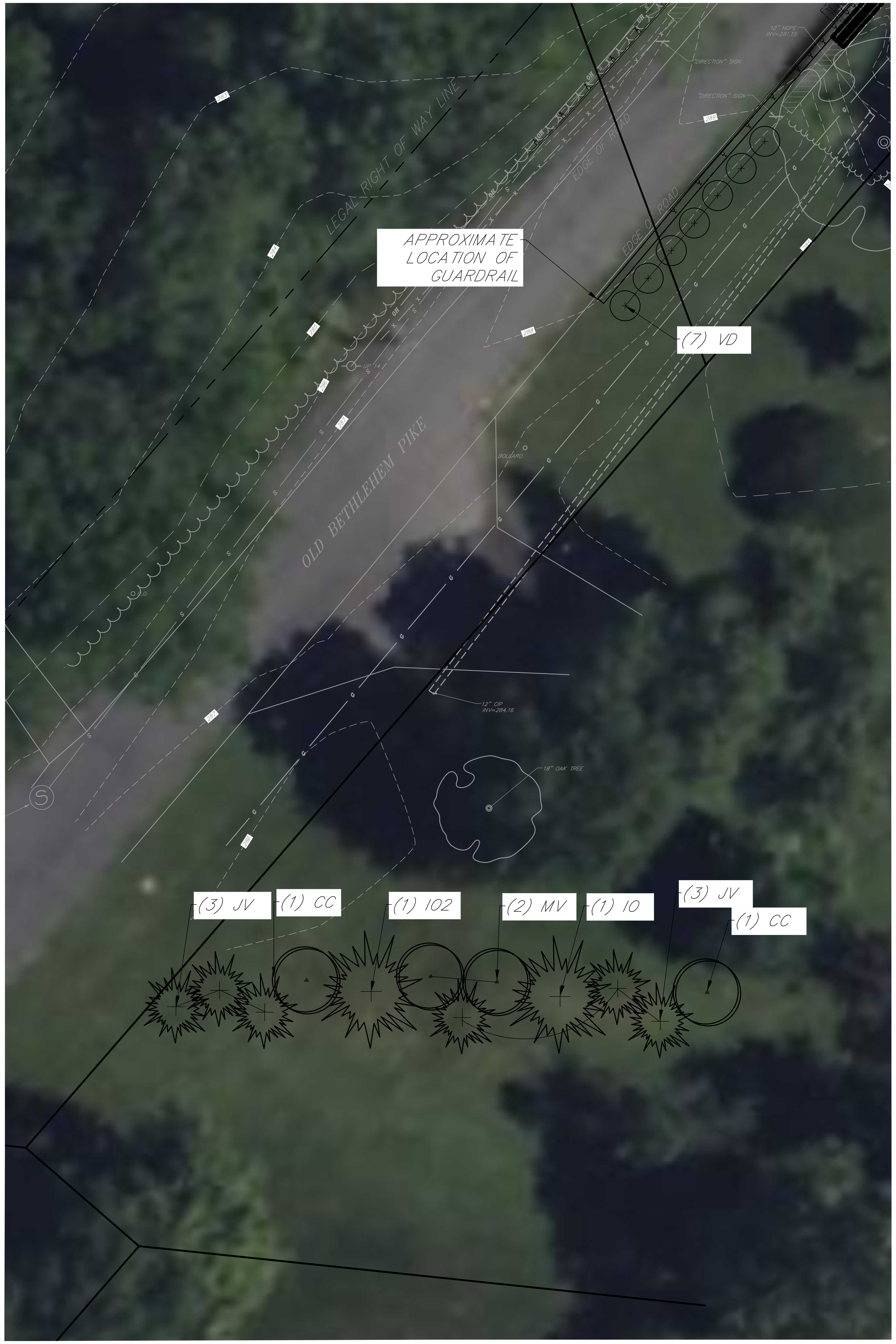
Edward F. Brown III

Edward Brown, P.E.
Project Manager
Gilmore & Associates, Inc.

EFB/sl

Enclosure

cc: Jamie Worman, Assistant Township Manager
Fred Zollers, Public Works Director
Jim Hersh, P.E., Vice President, Gilmore & Associates, Inc.



GENERAL LANDSCAPING NOTES:

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PLANT SCHEDULE

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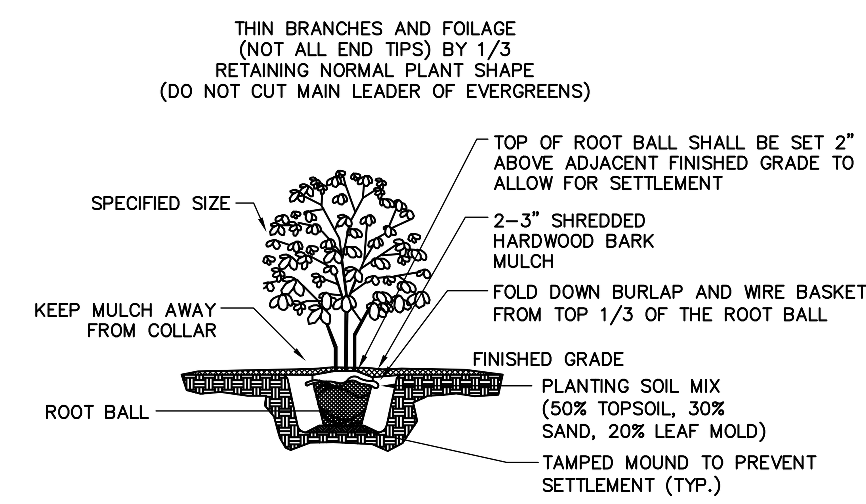
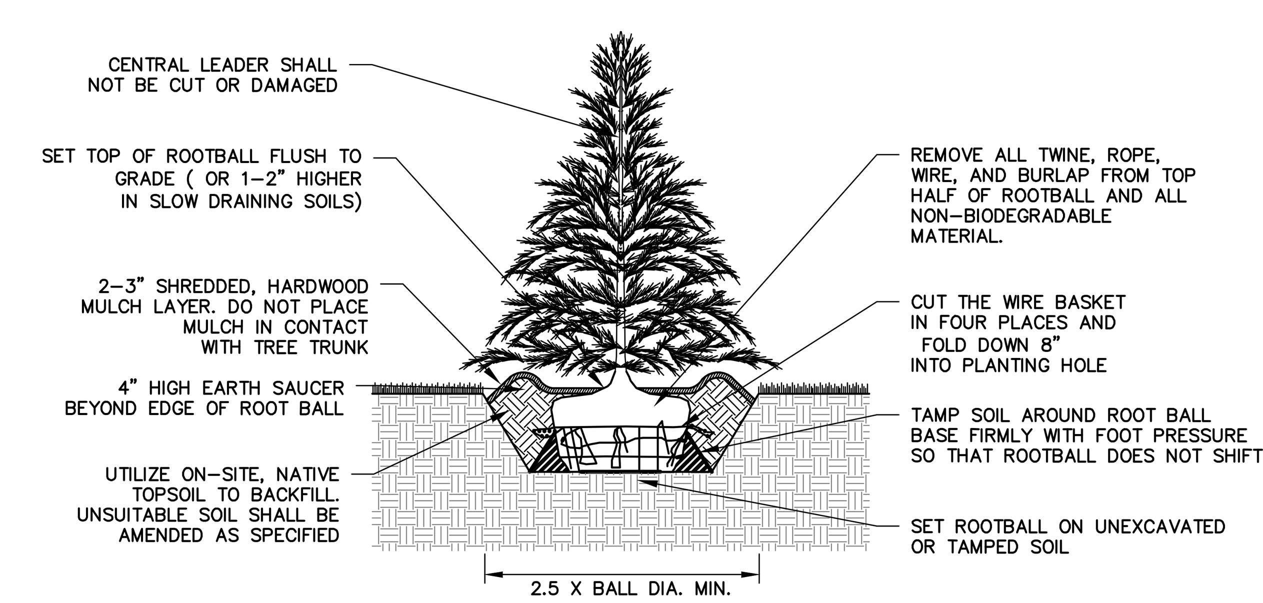
IO2	1	7-8' HT	ILEX OPACA 'JERSEY PRINCESS'	JERSEY PRINCESS' AMERICAN HOLLY	B & B
JV	6	7-8' HT	JUNIPERUS VIRGINIANA 'BRODIE'	BRODIE EASTERN RED CEDAR	B & B
SHRUBS					
VD	7	36-48"	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	B & B



SHRUB PLANTING AND SHRUB BED PREPARATION

NOT TO SCALE



EVERGREEN TREE PLANTING DETAIL

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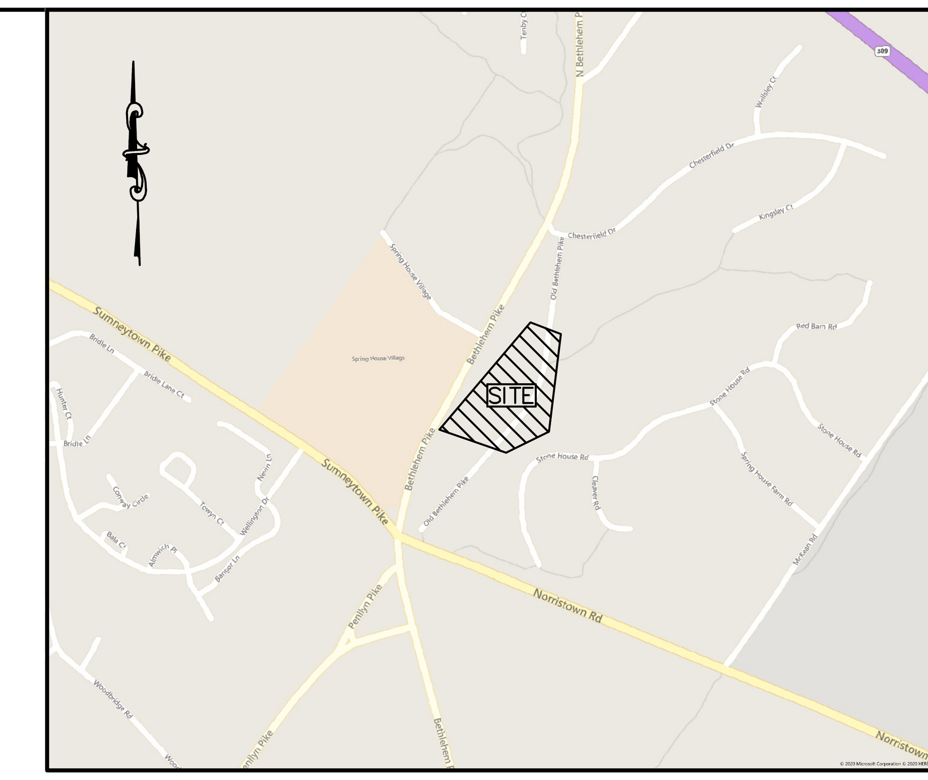

LOCATION MAP

800 00 800 1600
SCALE IN FEET

SCALE: 1"=800'

GENERAL SURVEY NOTES:

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PENNSYLVANIA STATE PLANE GRID

PENNSYLVANIA ONE CALL SYSTEM RESPONSES:

FOR SERIAL NUMBER 20200880158 AS OF APRIL 14, 2020

UTILITY	RESPONSE
COMCAST CABLE (HRA)	CLEAR - NO FACILITIES.
COMCAST CABLE COMMUNICATIONS INC (BP)	CLEAR - NO FACILITIES.
LOWER GWYNEDD TOWNSHIP (CQ1)	DID NOT RESPOND THROUGH PA ONE CALL.
NORTH WALES WATER AUTHORITY (NO)	ENGINEERING COMPLETED - A PDF FILE OR MARKED UP PLANS WERE SENT TO THE REQUESTOR.
PECO ENERGY (KC)	CONFLICT. LINES NEARBY. DIRECT CONTACT TO FOLLOW BY FACILITY OWNER.
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LEGEND

PROPOSED ORNAMENTAL TREE

PROPOSED EVERGREEN TREE

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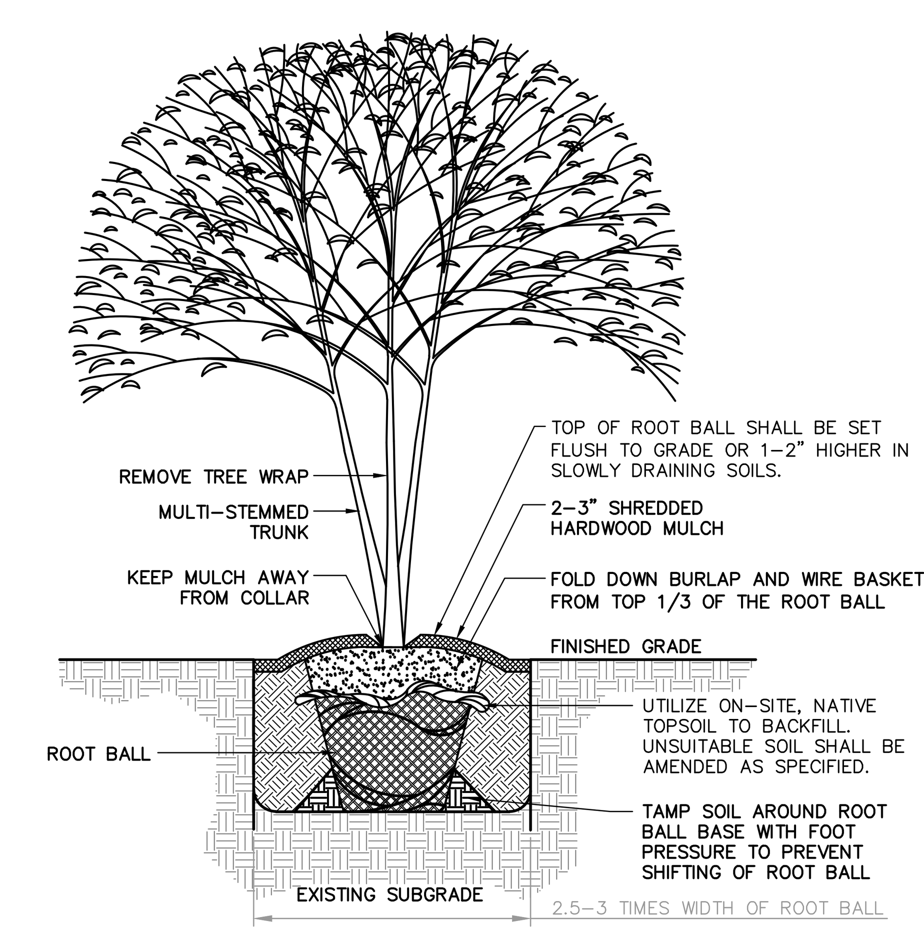

MULTI–STEMMED TREE PLANTING DETAIL

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ENGINEERING & CONSULTING SERVICES
CORPORATE HEADQUARTERS
65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330 • www.gilmore-assoc.com

NOT APPROVED FOR CONSTRUCTION

JOB NO.:	2017–11047
TAX MAP PARCEL NO.:	39–00–03200–00–1
MUNICIPAL FILE NO.:	17–11047
SCALE	10 0 10 20 IN FEET
DESIGNED BY:	RIG
DRAWN BY:	RIG
CHECKED BY:	VL
OWNER:	LOWER GWYNEDD TOWNSHIP 1130 NORTH BETHLEHEM PIKE, SPRING HOUSE, PA (215)646–5302
TOTAL AREA:	
TOTAL LOTS:	
DATE:	08/06/2026
SCALE:	1"=10'

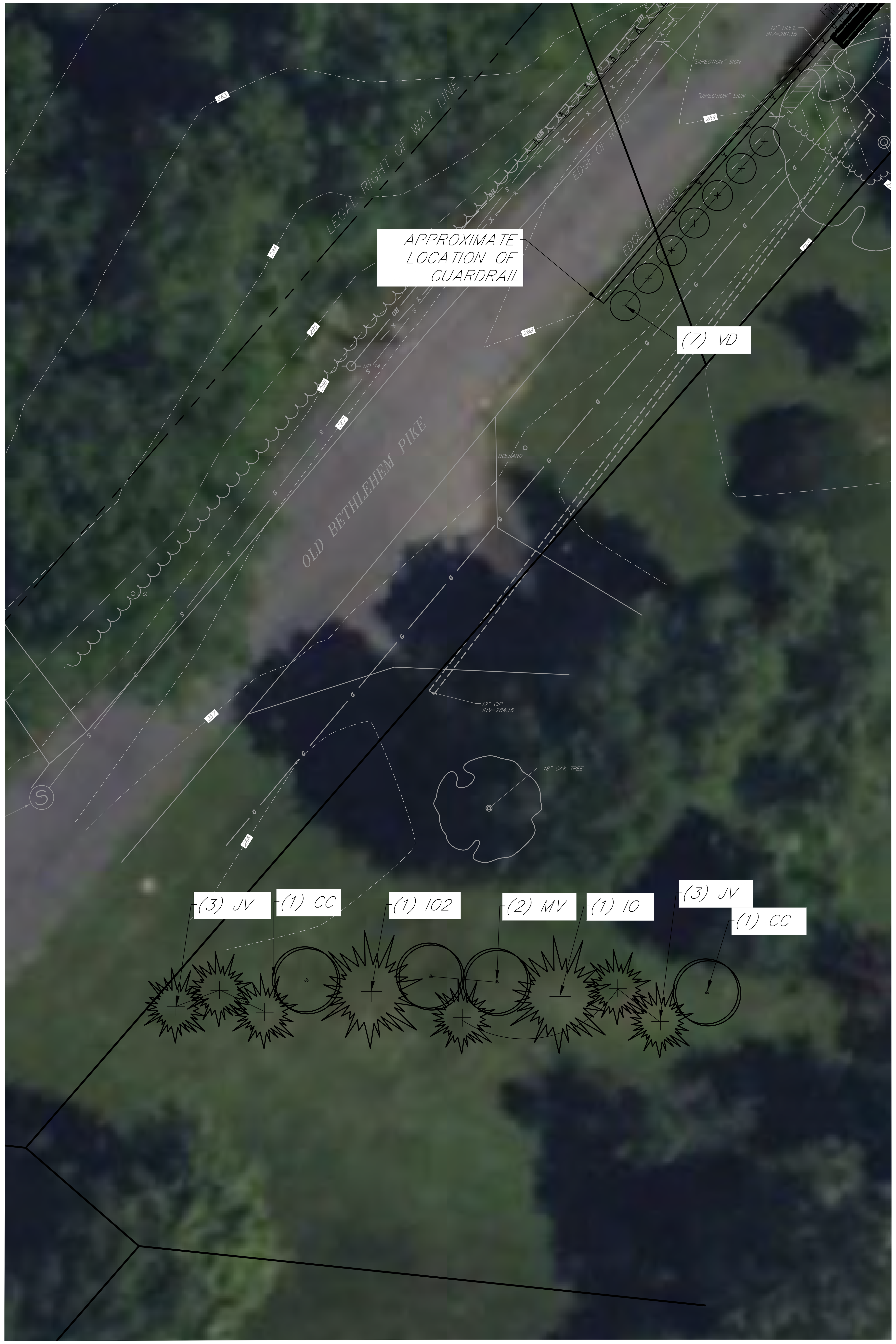
LANDSCAPE PLAN

OLD BETHLEHEM PIKE BRIDGE SCREEN BUFFER PLANTING

REV.	DESCRIPTION	DATE	BY

SHEET NO.: 1 OF 1

\\WB\.gilmore.local\SERVER\MUNICIPL\2017\171047-LGT_Old Bethlehem Pike-Bridge Analysis\DESIGN\LANDSCAPE & LIGHTING\LANDSCAPE\2026.07.22-Landscape Buffer.dwg Layout: 24 x 36 BORDER Plotted By: rgiordon, on Thu Aug 06, 2026 at 2:50pm



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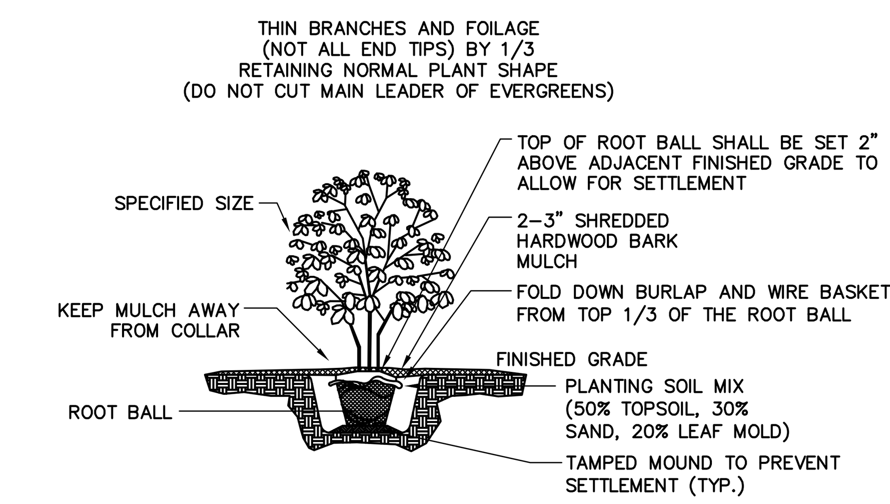

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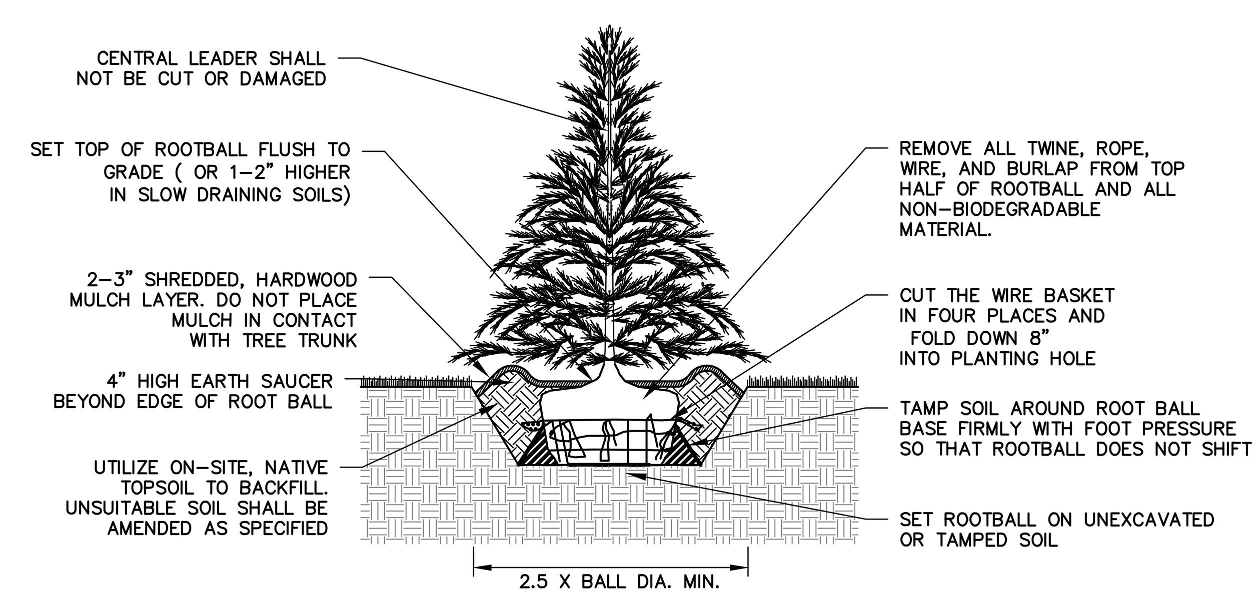

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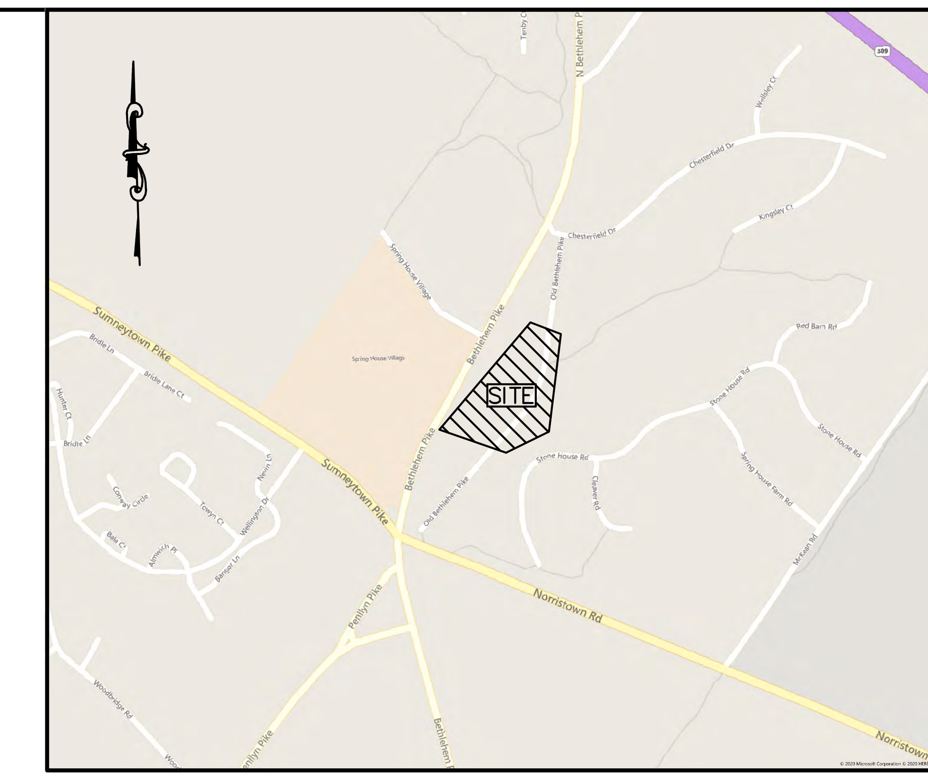

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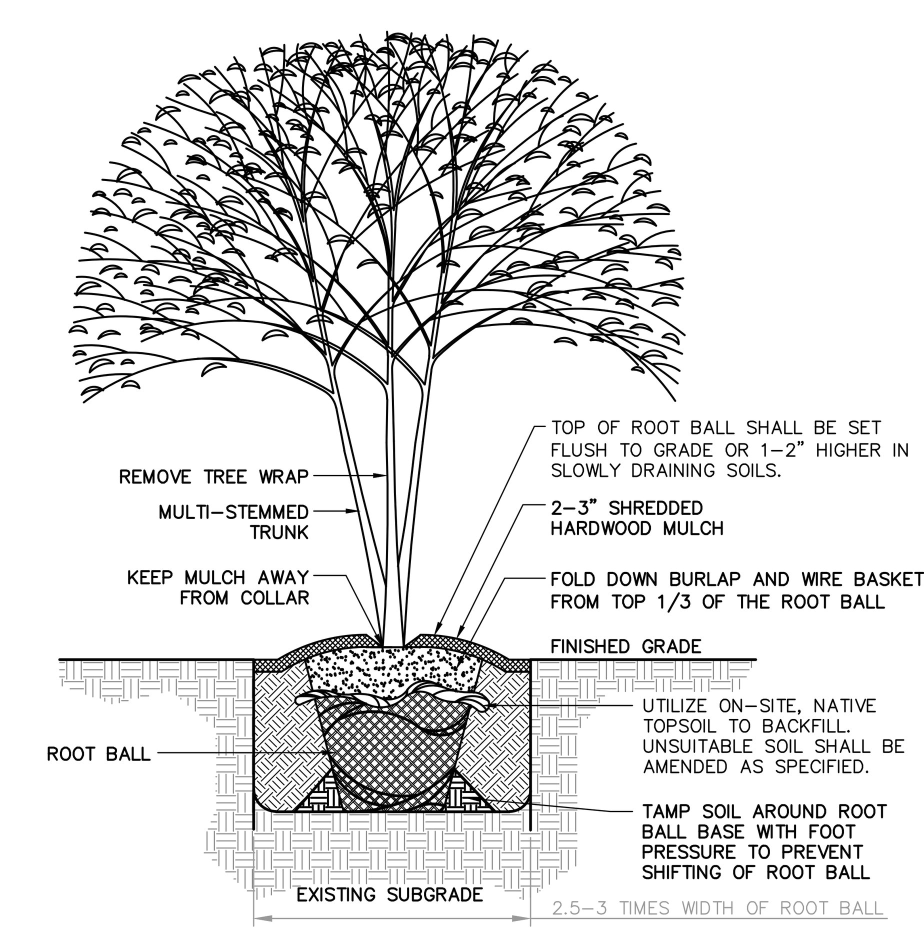

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MUNICIPAL FILE NO.: 17–11047		
SCALE IN FEET: 10 0 10 20		
DESIGNED BY: RIG	DRAWN BY: RIG	CHECKED BY: VL

OWNER:
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1130 NORTH BETHLEHEM PIKE,
SPRING HOUSE, PA
(215)646–5302

TOTAL AREA:	TOTAL LOTS:
DATE: 08/06/2026	SCALE: 1"=10'

LANDSCAPE PLAN

OLD BETHLEHEM PIKE BRIDGE SCREEN BUFFER PLANTING

REV.	DESCRIPTION	DATE	BY

SHEET NO.: 1 OF 1

M E M O R A N D U M

ATTN: **Board of Supervisors**

Mimi Gleason, Township Manager

DATE: August 25, 2026

FROM: Melinda Haldeman, CPA, Finance Director

RE: **Pension Actuarial and Administration Services RFP Recommendation**

Recommended Motion: To appoint Thomas J. Anderson and Associates, Inc. as the Pension Actuary and Retirement Administrator for Lower Gwynedd Township.

In accordance with Resolution 2023-20, which requires a review and selection process every five years for professional consultants that the Township uses on a regular basis, staff requested proposals for Pension Actuary and Administrative Services. The Township received five proposals. After careful evaluation, staff recommends that the Board of Supervisors appoint Thomas J. Anderson and Associates, Inc. as the Township's Pension Actuary and Retirement Administrator. Thomas J. Anderson submitted a comprehensive proposal for actuarial and administrative services. They handle over 300 municipalities in Pennsylvania, and their office is local, in West Chester, PA. They partner with CBIZ for the actuarial work. CBIZ is our current Actuary, but we handle the administrative services. (We are very happy with CBIZ's work but went to RFP per Resolution 2023-20.)

Thomas J. Anderson's proposal includes all facets of actuarial and pension administration services, including proof of life and state AG 385 Worksheets. Their partnership with CBIZ will allow for a flawless transition for actuary services. Two references were obtained, and both highly recommended Anderson with one retaining them for Actuary and Administrative services for over 15 years. The cost for actuarial services would remain about the same as we currently pay ($20K). The new pension administration services would cost $13,500 annually in 2027 and 2028.

Attached, for your review, is the proposal submitted by Thomas J. Anderson and Associates, Inc.

LOWER GWYNEDD TOWNSHIP

RFP FOR PENSION CONSULTING & ACTUARIAL SERVICES

POLICE & NON-UNIFORMED PENSIONS & POLICE OPEB

THOMAS J. ANDERSON & ASSOCIATES, INC. AND CBIZ

115 WESTTOWN ROAD, SUITE 101
WEST CHESTER, PA 19382
610-430-3385

CONTACT – JAMES P. KENNEDY

JULY 15, 2026

TABLE OF CONTENTS

LETTER OF TRANSMITTAL

July 15, 2026

Ms. Melinda Haldeman
Finance Director
Lower Gwynedd Township
1130 North Bethlehem Pike
Spring House, PA 19477

RE: Proposal for Consulting and Actuarial Services – Lower Gwynedd Township Police and Non-Uniformed Defined Benefit Pension Plans, Non-Uniformed Defined Contribution Plan and OPEB for Police

Dear Melinda:

Enclosed is a proposal to perform the consulting and actuarial services for Lower Gwynedd Township's three pension plans and OPEB.

Thomas J. Anderson & Associates, Inc. is pleased to respond to your request for proposal and looks forward to reviewing any aspect of our proposal or expertise with you. What sets our firm apart from other providers is our professional but friendly and very responsive service. We are one of the largest pension consulting providers in Pennsylvania with over 300 municipal clients but operate with a small firm mentality and culture that is noted and appreciated by all of our clients.

Attached is a list of our scope of actuarial and consulting services and associated fees. Also, please note that Thomas J. Anderson & Associates, Inc. and CBIZ our actuarial partner have been providing pension consulting services for many years to nearby similar municipalities including, Bristol Township, Doylestown Township, Falls Township, Haverford Township, Tredyffrin Township, Upper Dublin Township, Upper Merion Township, and Warminster Township so we are very familiar with your region and pension issues there. Please note that unlike most actuarial focused firms who specialize primarily on valuations and cost studies, Thomas J. Anderson & Associates, Inc. is accustomed to providing much more responsive hands-on day to day consulting services to our municipal clients. You will find that our services provided when correctly compared are typically much more comprehensive than our competitors.

Thank you for giving our firms the opportunity to submit this proposal. James P. Kennedy President of Thomas J. Anderson & Associates, Inc. is the primary contact person for this proposal and the account. He can be reached at 610-430-3385 extension 100.

Sincerely,

James P. Kennedy

President
Thomas J. Anderson & Associates, Inc.

Sincerely,

David B. Reid, MAAA, MSPA, FCA

Executive Vice President
CBIZ

COMPANY INFORMATION

1. Thomas J. Anderson & Associates, Inc. (TJA) has one office that is located in West Chester, PA at 115 Westtown Road, Suite 101 West Chester, PA 19382 and phone number 610-430-3385. CBIZ has 100 US office locations and an office located in Philadelphia, PA at 1845 Walnut Street Philadelphia, PA 19103 and phone number 215-825-4038. Our two local offices are the primary offices to provide services to the Township's pensions.

2. Our two firms have been providing consulting and actuarial services for over 30 years to Pennsylvania municipal pension clients. We provide consulting and actuarial services to over 300 municipal pension plans in Pennsylvania with approximately a billion dollars of assets in the various plans.

3. CBIZ is a publicly traded company with its headquarters in Cleveland, Ohio. TJA is an S Corporation located in West Chester, PA. It was incorporated in the state of Pennsylvania on February 11, 1991, and is owned by James and Amanda Kennedy. James Kennedy President of TJA and David Reid Executive Vice President of CBIZ Retirement & Investment Solutions practice are the individuals who will have primary responsibility for the services provided to the Township. Neither firm has any adverse legal actions or investigations.

4. TJA only provides municipal pension consulting and actuarial services in Pennsylvania. CBIZ provides actuarial, accounting, tax, advisory, benefits, insurance, and technology services via its various offices and practices.

SERVICES OVERVIEW

1. Both TJA and CBIZ interact directly with our clients via phone, email and zoom and in person meetings on a regular basis. Since we are both in the local area, we have the ability to meet face to face if required at the Township.

2. Our two organizations are uniquely qualified to service the Township's pensions. We manage more PA pension plans, have a broader range of services and resources, and have years of specific expertise and staff who specialize in Pennsylvania municipal pensions. TJA has unique relationships with the Auditor General's Department as two of our long-term senior consultants were former pension audit supervisors with the Department. We merge the best of breed of consulting and actuarial services to bring a complete pension solution to our clients to save them on staff time and costs related to their pension activities. Due to our local presence and large area client base, we are the most familiar with the pension issues in the nearby Chester, Delaware, Montgomery, and Bucks counties and have long-term working relationships with many of the third-party solicitors, labor counsel, investment managers (including PFM, US Bank, and Mission Square), auditors, and FOP to help resolve issues and negotiations. We have years of expertise with Police benefits such as Act 44 DROPS and have been on the implementation team with the FOP and Auditor General for the new Act 49 service buyback legislation as well as the very recent new Ad Hoc Post Retirement Adjustments legislation. Most importantly, our clients like working with us and always comment on our dedication, expertise, and quick response times to their needs. Their satisfaction is demonstrated by an almost 100 percent client retention rate and word of mouth about our skills and services. Based on our simple fee method, clients are always open to consulting with us without feeling gouged or that the meter is always running, which helps the relationship be more efficient. We laugh with and get to know our clients well.

3. We complete annual routine state reporting (AG 385, MMOs, Annual GASB 67-68 reports, pension financials, and OPEB as soon as possible when we have the data needed from our clients. For the normal state deadlines, we prepare the AG 385 state aid reporting excel file for our clients (others do not do this) and send it to them to review and upload as soon as possible starting in mid-January before the 3/31 annual deadline. This prevents reporting errors, audit findings, and penalties. For the annual MMOs, we collect 6-month payroll and employee data in early July and send MMOs for the following year, typically in August. For the actuarial valuation years and

SERVICES OVERVIEW (Continued)

4. Act 205 reporting, our goal is to have the valuations done typically in April-June in the odd years so that the most current valuation data can be applied to the next year MMOs. For the annual GASB 67-68 reporting and prior-year pension financials, we typically have them done in late January-March with some in early April based on the speed and data quality provided by our clients. We also include many of the key GASB 67-68 schedules in the annual pension financials for easier CPA accounting and audit purposes. We send emails and or letters to our clients to notify them of these reporting activities and the data we need to complete our tasks as well as follow-up reminders as needed. As an example, we receive an early notice from the Comptroller’s office on annual state aid values in mid-September and send a custom email to each client for their required state aid and MMO deposits needed each year for the timely deposit of state aid within 30 days and any remaining employer MMO contributions due by 12/31. We are very familiar with the Municipal Statistics reporting system for AG 385 and Act 205 actuarial reporting and send custom emails to provide specific steps for our clients to follow when submitting their reporting to the online the system for these activities. This saves them significant time and others do not provide this level of service.

TEAM EXPERTISE AND BIOS

TJA and CBIZ have been providing actuarial and consulting services to Pennsylvania municipal clients for over 30 years and have over 300 municipal pension clients. Two of the senior consultants at TJA were former Pennsylvania Municipal pension auditors, each with over 30 years of PA municipal pension experience. TJA is considered as one of the largest and most established Pennsylvania municipal pension consulting firms.

Principal Actuary – The principal actuary is David Reid who became an Enrolled Actuary in 2005 and has over 20 years of experience with PA municipal plans. David has responsibility for over 200 Pennsylvania municipal retirement plans.
Actuarial Support Staff – CBIZ and TJA have eight members located in Pennsylvania who directly support the local municipal clients and over 100 employees in the Pennsylvania office locations.

Thomas J. Anderson & Associates – Key Staff Bios

James P. Kennedy – President
Mr. Kennedy is the owner and oversees the daily operations of the firm. He has over 30 years of consulting and financial services experience. Mr. Kennedy has an MBA from Harvard University and graduated Magna Cum Laude, Phi Beta Kappa with High Honors from Bowdoin College. He has worked for leading firms including Morgan Guaranty Trust & JP Morgan Securities, Bain & Company, Cap Gemini Sogeti, and Updata Capital & Venture Partners. Mr. Kennedy is a frequent presenter/speaker at municipal pension events and testifies regularly at hearings.

Scott Rhoads – Senior Consultant
Mr. Rhoads is a former auditor and supervisor with over 34 years of experience with the Department of the Auditor General in the Bureau of Municipal Pension Audits and over 40 years of consulting experience. Mr. Rhoads received his B.S. in Business with a Major in Accounting from Lehigh University in 1975. He is a Certified Fraud Examiner (CFE).

Douglas Werley – Senior Consultant
Mr. Werley was a former auditor and supervisor with 12 years of experience with the Department of the Auditor General in the Bureau of Municipal Pension Audits and over 30 years of consulting experience. Mr. Werley received his B.S. degree in Business Administration from Kutztown University in 1992.

CBIZ – Key Staff Bios

David Reid

Dave is Executive Vice President and actuarial practice leader with the Retirement & Investment Solutions practice of CBIZ, Inc. He provides actuarial and consulting services for single employer, multiemployer and governmental pension plans in different industries, including public and private corporations, tax-exempt organizations, municipalities, authorities and union-management groups. He also supports plan sponsors through the collective bargaining process by providing real-time consulting support as negotiations proceed. Dave has over 25 years of experience in the pension field and has a BS in Business Administration Rowan University. Professional designations – EA, FCAA, MAAA, MSPA.

Kevin Stanton

Kevin has worked at CBIZ since 2012, originally in defined benefit administration, where he performed benefit calculations, data conversion, and system testing, among other tasks. In 2014, Kevin moved to the actuarial department, working with single employer pension plans, municipal pension plans, and postretirement health and welfare plans. He is responsible for the preparation of government filings, data management, and the preparation of actuarial valuations. He has a BS in Actuarial Science, Lebanon Valley College. Professional designations – ASA, MAAA, EA.

James McPhillips

Jim is an actuarial managing consultant with the Retirement & Investment Solutions practice of CBIZ, Inc. He provides actuarial valuation and consulting services to sponsors of defined benefit pension plans and retiree health and welfare plans. Clients include public and privately held companies, tax-exempt organizations and government entities. Consulting experience includes plan design, funding, accounting, and de-risking of qualified and non-qualified plans. Professional designations – FSA, MAAA, FCA, EA.

ACTUARIAL SERVICES

The following actuarial services are to be provided on an annual or biennial basis:

1. Prepare the actuarial valuation reports for the pension plans as of January 1 of each odd numbered year. The reports will include benefit information on all the members in the plans, as well as the plan funding information. The valuation process will include a review of the actuarial assumptions as well as the overall condition of the plans.
2. Prepare the GASB 67-68 reports for the two pensions and the required OPEB GASB 75 reporting.
3. Prepare the Act 205 reports to be submitted online via the Municipal Statistics website every other year.
4. Prepare the roster information and send the AG 385 worksheet to the Township to upload on the Municipal Statistics website annually.
5. Prepare employee benefit statements showing the benefit information for each member.
6. Determine the minimum municipal obligations (MMOs) required by Act 205 to be submitted to the Township's CAO by September 30 annually.
7. Prepare pension benefit calculations for retired or terminated members of the plans and related forms.
8. Provide assistance and attend meetings as required or requested by the Township.
9. Track proof of life for retirees.

The following additional actuarial services can be provided upon request by the Township:

1. Provide actuarial cost studies for proposed benefit changes and additional actuarial services such as projections if requested by the Township.
2. Provide the necessary documentation or actuarial testimony during labor negotiations and assist with arbitration if needed.
3. Assist the Township's solicitor in preparing the plan documents including amendments and ordinances or resolutions as needed by the Township.

CONSULTING AND ADMINISTRATIVE SERVICES

TJA provides much more comprehensive consulting and day-to-day administrative services than our competitors. We have found this is critical to helping our clients with all pension matters. Typically, our day-to-day services take significantly more time and effort than for the less frequent actuarial services. Some clients have informed us that without all of our support they would need to add additional staff. We have also determined that our service continuity has been critical to our clients, especially during frequent staff changes to help support new members inexperienced with pension issues and to maintain records. We take great pride in helping and educating our clients to understand the pension tasks. Please ask our reference clients who interact with us to share their experiences with you in working with our firms versus others.

The following consulting and administrative services are to be provided on an annual basis:

1. Prepare the annual financial statements in conformity with current Auditor General Requirements for the period January 1st to December 31st.
2. Maintain a listing of all active, retired, and terminated members of the plans, which include their dates of hire/retirement/termination, annual wages, and pension benefits.
3. Notify the Township of the pension plans' obligations in complying with Act 205's annual calendar of events.
4. Assist the Township with the audit process conducted by the Auditor General. With 3-4 year audits, this has been an invaluable service to our clients.
5. Update the Township on any changing legislation and regulations that are relevant to the administration of the pension plans. A recent example is the new Act 49 Service Buyback legislation and the recent Ad Hoc adjustments.
6. Assist the Township in calculating required pension benefits and estimates (including Drops if provided) for retiring employees as well as related annual Colas. This includes review of QDROs/DROs for plan compliance.
7. Attend meetings as requested to address the Township's actuarial and pension questions and concerns.
8. Provide routine correspondence and phone calls regarding the pension plans.
9. Be available for telephone consultation with the Township Secretary/Treasurer, Staff, Auditor, Auditor General, Solicitor, Labor Counsel.
10. Assist with the collective bargaining process.
11. Other day to day support. For example, we reconcile the pension custodial statements monthly and notify the Township's staff on issues or errors we notice for transactions and deposits.

FEES – 2027-2028

Regular Actuarial and Consulting/Administrative Services

Pension Plan		2027	2028
Police Plan			
Actuarial Valuation/Act 205		5,700.00	
GASB 67-68		1,300.00	1,300.00
Consulting/Administration		5,500.00	5,500.00
Non Uniformed Defined Benefit Plan			
Actuarial Valuation/Act 205		5,500.00	
GASB 67-68		1,300.00	1,300.00
Consulting/Administration		4,500.00	4,500.00
OPEB GASB 75		5,500.00	7,500.00
Non Uniformed Defined Contribution Plan			
Actuarial Valuation/Act 205		1,500.00	
Consulting/Administration		3,500.00	3,500.00

Note - Annual employee statements are included in the fees.

Consulting fees are payable annually in January and actuarial fees are billed at the time the services are provided. Payments are due within 30 days.

Additional Actuarial and Administrative Services

Hourly Rates Range: $150-$750/hour
No additional or extra services are provided without prior approval by the Township based on agreed pricing.

CLIENT REFERENCES

Bensalem Township – Full Service Consulting & Actuarial
John Chaykowski
Director of Administration
215-633-3612 direct
jchaykowski@bensalempa.gov

Haverford Township - Full Service Consulting & Actuarial
Aimee Cuthbertson
Finance Director
610-446-1000 extension 2240
acuthbertson@havtwp.com

Upper Dublin Township - Full Service Consulting & Actuarial
Jonathan Bleemer
Finance Director/Assistant Township Manager
215-643-1600 extension 3222
jbleemer@upperdublin.net

Note - Additional references available if needed upon request.

Insurance and Indemnification and Act 44

Please see attached separately the Insurance and Act 44 documents for CBIZ and TJA. TJA and CBIZ hold the Township harmless for any claims, losses or damage arising out of the performance of the work.

General

Lower Gwynedd Township will be responsible for the fair and complete presentation of all financial and census information necessary to complete our work. This Proposal includes only those services set forth herein.

Memo

To: Board of Supervisors

From: Mimi Gleason, Township Manager

Date: September 4, 2026

Re: Verizon Cable Franchise Agreement

Recommended Action: To approve Ordinance # 558 authorizing execution of a cable franchise agreement between the Township and Verizon

Unlike your jurisdiction over all other utilities, or any other services provided by telecommunications companies, the Board of Supervisors has the authority to grant nonexclusive "franchises" to cable television operators under Title VI of the (federal) Communications Act. Lower Gwynedd granted a franchise to Verizon in 2006. The current agreement is up for renewal this year.

In simple terms, the franchise agreement:

- allows Verizon to operate cable TV systems in Lower Gwynedd,
- requires them to offer cable TV to any property that is within reasonable distance of rights-of-way with cable infrastructure (pretty much every property in LG), and
- requires them to pay LG 5% of their cable revenue to LG as an annual franchise fee.

The franchise agreement does not apply to streaming services or any other services provided by Verizon other than cable television.

When Verizon entered the cable TV market, they were negotiating with most municipalities in this area at the same time. Cohen Law Group negotiated many of those contracts, often for groups of municipalities as was the case in Montgomery County. Cohen negotiated both of Lower Gwynedd's franchise agreements with Verizon (in 2006 and 2021) through the Montgomery County Consortium of Communities, and also negotiated this renewal.

You held a public hearing on May 12th to solicit public comments. Those comments were shared with Cohen to be conveyed to Verizon.

The franchise agreement must be adopted by ordinance. The ordinance and agreement are enclosed in this packet.

ORDINANCE NO. 558

ORDINANCE OF LOWER GWYNEDD TOWNSHIP AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC

WHEREAS, the Verizon Pennsylvania LLC ("the Franchisee") is a "cable operator" and Lower Gwynedd Township ("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 previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Township (the "Prior Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Prior Franchise 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 Prior 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 (the "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 Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

ENACTED AND ORDAINED this 8th day of September, 2026.

ATTEST:	LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
______________________________ Mimi Gleason Township Manager	______________________________ Danielle A. Duckett Chair

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

LOWER GWYNEDD TOWNSHIP

AND

VERIZON PENNSYLVANIA LLC

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into on _______________ (the "Effective Date" as set forth in Section 2.3) by and between LOWER GWYNEDD TOWNSHIP, 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 State of Delaware (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" and the Township is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and the Township is authorized to grant one (1) 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 May 18, 2021, a nonexclusive renewal franchise to own, construct, maintain, extend, and operate a Cable System in the Township for a term of five (5) years (the "Current Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Current Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premise 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 Non-Cable Services 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 Current 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 Current Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee, has determined that the Franchisee is and has been in material compliance with the Current Franchise, and has identified the Township's future cable-related needs and interests in accordance with applicable law;

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 Township 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 the Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of Video Programming as directed by the 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 *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.

1.5 *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: "(A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.6 *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 [T]itle 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 systems."

1.7 *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)."

1.8 *Communications Act*: The Communications Act of 1934, as may be amended.

1.9 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of the Franchisee's Cable System or Cable Service operations in the Township.

1.10 *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.

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

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

1.13 *Effective Date*: Shall mean the date on which the Township signs this Agreement.

1.14 *EG*: Educational or Governmental.

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

1.16 *Fiber to the Premise Telecommunications Network* or *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 or this Agreement, and which provides Cable Services from the operation of a Cable System.

1.17 *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 and slowdowns; war or act of war (whether an actual declaration of war is made or not); insurrection, riots, or 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 the Franchisee (including condemnation to the extent not foreseeable); major accidents for which the Franchisee is not responsible; fire, flood, epidemics, pandemics, public health emergencies, or other acts of God; or work delays caused by waiting for utility providers to service utility poles to which the Franchisee's FTTP Network is attached and the 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.

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

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

1.20 *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 charged to Subscribers for all Cable Service digital video tiers;

(5) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;

(6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;

(7) revenues from the provision of any other Cable Services;

(8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;

(9) fees for changing any level of Cable Service programming;

(10) fees for service calls;

(11) Cable Service plan protection fees;

(12) convenience fees;

(13) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);

(14) fees for leasing of Channels;

(15) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;

(16) advertising revenues (on a pro rata basis) as set forth herein;

(17) revenues from the sale or rental of Subscriber lists;

(18) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.20.5 below;

(19) fees for music services that are Cable Services over the Cable System;

(20) fees for DVR Cable Services;

(21) regional sports programming fees;

(22) broadcast retransmission fees;

(23) late payment fees;

(24) billing and collection fees;

(25) NSF check charges;

(26) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Township; and

(27) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with Subsection 1.20.8 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 1.20(16) and 1.20(18) above, is based upon the ratio of the number of the Franchisee's Subscribers in the Township 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 ten percent (10%) of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is twenty percent (20%) of the Franchisee's revenue therefrom.

Gross Revenue shall not include:

1.20.1 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;

1.20.2 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;

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

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

1.20.5 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;

1.20.6 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;

1.20.7 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);

1.20.8 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 this Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;

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

1.20.10 Program launch fees;

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

1.20.12 Any fees or charges collected from Subscribers or other third parties for any EG Grant required by this Franchise.

1.21 *High Definition* or *HD:* Format for digital television transmission with video transmitted in at least a 16:9 aspect ratio with a resolution of at least 720p or 1080i.

1.22 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24), as may be amended, which currently 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."

1.23 *Internet Access*: Broadband access service that enables Subscribers to access the Internet.

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

1.25 *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).

1.26 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.27 *Public Access Channel*: An Access Channel available for the non-commercial use by the residents in the Township.

1.28 *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 hereafter 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 wireless communications or broadcast services.

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

1.30 *Service Interruption:* The loss of picture or sound on one (1) or more cable Channels.

1.31 *Standard Definition* or *SD*: Format for digital television transmission with video transmitted in a 4:3 aspect ratio with a resolution of at least 480i.

1.32 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.33 *Telecommunications Facilities*: The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.34 *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as may be amended, which currently states: "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.35 *Title II*: Title II of the Communications Act, Common Carriers, as may be amended, which governs the provision of Telecommunications Services.

1.36 *Title VI*: Title VI of the Communications Act, Cable Communications, as may be amended, which governs the provision of Cable Services by the Franchisee.

1.37 *Transfer of the Franchise*:

1.37.1 Any transaction in which:

1.37.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one (1) Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

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

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

1.37.2 Notwithstanding Subsection 1.37.1 above, 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 this Franchise or the rights held by the Franchisee under this 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.

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

1.39 *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. A VSP shall include any entity that provides Cable Services or Video Programming 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 or by this Agreement.

2.2 *The 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(b)(3)(A) of the Communications Act, 47 U.S.C. § 541(b)(3)(A), 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 uses the Franchisee'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 ____________ (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 the Franchisee pursuant to the terms of Section 2.4 of this Agreement or is revoked by the Township pursuant to Section 12.5 of this Agreement.

2.4 *Termination Generally*: Notwithstanding any provision herein to the contrary, the Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in the Franchisee's sole discretion, upon twelve (12) months' written notice to the Township.

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

2.5.2 The Franchisee's notice pursuant to Subsection 2.5.1 shall specify either the change in law or the lesser burden in an authorization to a competitive VSP and the resulting change in obligations. The 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 or the alleged lesser burden.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by the Franchisee, the Franchisee shall, at any time and in its sole discretion, have the option of exercising either of the following actions:

2.5.3.1 if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.5.3.2 submitting the matter to mediation by a mutually-acceptable mediator.

2.6 *Grant Not Exclusive:* This 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 (1) 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 (1) 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 by the Franchisee, 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 of the Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to federal, state or local law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for the 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 this 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 in material conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws*: The 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, the 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. <u>PROVISION OF CABLE SERVICE</u>

3.1 *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 density requirements set forth in Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable as of the Effective Date.

3.2 *Density Requirement*: Subject to Section 3.1 above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area 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. Should, through new construction, an area within the Township meet the density requirement as set forth herein, the Franchisee shall make commercially reasonable efforts, as determined by the Franchisee, to provide Cable Service to such area within twelve (12) months of receiving notice from the Township that the density requirement has been met.

3.3 *Availability of Cable Service*: The 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, and 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 for the portion of the residential dwelling unit connection that exceeds two hundred (200) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.4 *Cable Service to Public Buildings*: Subject to Section 3.1, the Franchisee shall provide, without charge and within ninety (90) days following the Township's written request, one (1) service outlet activated for Basic Service (or equivalent) to the following:

3.4.1 Each current municipal building, fire station, and public library located in the Service Area as may be designated in Exhibit A; provided, however, that if it is necessary to extend the 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 the Franchisee's direct costs for such extension for the portion of the connection in excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such public building. Furthermore, the Franchisee shall be permitted to recover, from any public building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.2 Each public K-12 school, and each non-public K-12 school that (i) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6301 et seq., and (ii) is considered a non-public, non-licensed school under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6701-6721, located in the Service Area, as may be designated in Exhibit A; provided, however, that the 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 the 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 the Franchisee's direct costs for such extension for the portion of the connection in excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such school building. Furthermore, the Franchisee shall be permitted to recover, from any school building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.3 In accordance with the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, the Franchisee may charge for the services described in Subsections 3.4.1 and 3.4.2 above in accordance with applicable law, which as of the Effective Date is the Franchisee's marginal cost of providing such service. Prior to charging for such services, the Franchisee shall provide written notice to the Township of its intent to charge for such services and shall provide reasonable detail sufficient to substantiate the marginal cost and the amount due.

4. SYSTEM FACILITIES

4.1 *Technical Requirements:* The Cable System shall meet or exceed all applicable technical performance standards of the FCC, any other future applicable technical performance standards, the National Electrical Safety Code, the National Electrical 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 a 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.

4.3 *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 Cable System shall incorporate equipment capable of providing continuous standby powering of the System during any commercial utility power outage.

4.6 *Emergency Alert System*: The Franchisee shall comply with the applicable requirements of the FCC and the Commonwealth of Pennsylvania with respect to the operation of an Emergency Alert System ("EAS") 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 Channel Set Aside:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, the Franchisee shall reserve on the Basic Service tier capacity for 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 EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. The Franchisee shall maintain in good working order the video link(s) and equipment necessary to transmit the EG Channel signals to the channel aggregation site for further processing and distribution to Subscribers. The Franchisee shall maintain the EG Channels and video link(s) in accordance with FCC technical specifications that are comparable to the specifications used to maintain commercial Channels transmitted to Subscribers on the Cable System, except that the Franchisee shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

5.1.2 The Township and the Franchisee will comply with all laws and regulations related to use of the EG Channels. The parties agree that the Franchisee shall retain the right to utilize such reserved EG Channel capacity, in its sole discretion, during the term of this Franchise until such time as the Township notifies the Franchisee in writing of its desire to begin using the EG Channel pursuant to Subsection 5.1.3 below.

5.1.3 The Township may obtain from the Franchisee, within one hundred twenty (120) days of the receipt of written notice from the Township, up to two (2) EG Channels as identified in Subsection 5.1.1 for exclusive use by the Township or its designee. Such notification shall constitute authorization to the Franchisee to transmit such EG Channel programming within and without the Township. The Franchisee shall assign the EG Channel number(s) to the extent such Channel number assignments do not interfere with the Franchisee's existing or planned Channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make or change such EG Channel number assignments, in its sole discretion, upon at least thirty (30) days' written notice to the Township. If an EG Channel provided under this Article 5 is not being utilized by the Township, or if the Township ceases to use an EG Channel during the term of this Franchise, the Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval from 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 previously de-activated EG Channel capacity, the Township shall provide the Franchisee with written notice and the Franchisee shall re-activate the EG Channel within ninety (90) days of receipt of the written request from the Township.

5.1.4 The Township shall comply with all applicable laws and regulations regarding the non-commercial use of EG Channels.

5.2 *EG Channel Equipment and Programming*: 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 point 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 the Franchisee in stereo cablecast by the 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 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 cable operator, the competing cable operator may not connect its system to the Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on the Franchisee's System without the Franchisee's prior written consent.

5.3 *Interconnection for EG Channel Programming*: The 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 six (6) months after written notice by the Township to activate an EG Channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting such EG Channel programming. The Franchisee shall maintain the fiber connection to such origination location in good working order and without any charge to the Township. 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 Channel programming.

5.4 *EG Channel Relocation*: The Township shall have the right to relocate the location where its EG Channel programming originates after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming as follows: (i) the Franchisee's obligation shall be subject to the same conditions that apply to the EG Channel origination sites as set forth in this Article 5; (ii) the Township shall provide access to such site at least ninety (90) days prior to the Township's anticipated use of the relocated EG Channel origination site; and (iii) the Township shall reimburse the Franchisee for the actual costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator. Said relocation shall be undertaken within ninety (90) days of the Township both: (A) providing a written request therefore, and (B) meeting the conditions set forth above.

5.5 *Indemnity for EG Services*: The Township shall require all local producers and users of any of the EG facilities or EG 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 of defending claims or litigation, arising from or in connection with claims regarding an EG Channel programming facility, not including the FTTP Network, or EG 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 may establish rules and procedures for use of EG Channel facilities consistent with applicable laws and regulations. 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 *Recovery of Costs*: The Franchisee shall be allowed to recover any costs arising from the provision of EG Channel services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542, 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, the 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 this 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, along with interest at six percent (6%) of the amount from the date such underpayment was due, 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 than is required by this Agreement, the Township shall provide the Franchisee with written notice of such issuance or renewal and 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 conduct a franchise fee review or audit of the Franchisee's books and records pertaining directly to the Franchisee's payment of franchise fees to the Township no more than once every three (3) years during the term of this Franchise. 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 request for records within forty-five (45) 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 that are necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1 below, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records requested by the Township for such audit shall be made available to the Township or its auditor within forty-five (45) days of the Township's request for documents. All records shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication.

6.4.2 Any audit conducted by the Township or auditor employed by the Township shall be completed within one hundred eighty (180) days of receipt of all documents identified in the request for records submitted pursuant to Subsection 6.4.1, or by such other date as is mutually agreed to by the parties. 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 within forty-five (45) days from the date the audit is completed. The Township's claim for additional franchise fee payments shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the Township or its auditor 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 eight thousand dollars ($8,000).

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 franchise fees, if any.

6.5 *Bundled Services*: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue 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. If the Franchisee bundles Cable Services with Non-Cable Services, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments due 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 Standards to be complied with by the Franchisee are set forth in Exhibit B. Such standards may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records*: Upon 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 Normal Business Hours to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of this Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. Within thirty (30) days of the Township's written notice, all records requested by the Township shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication. 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 a written 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 of the Township 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, 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), 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. <u>INSURANCE AND INDEMNIFICATION</u>

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 with limits of three million dollars ($3,000,000) per occurrence for property damage and bodily injury and three million dollars ($3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering 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 covering all owned, non-owned, and hired vehicles.

9.1.1.3 Workers' Compensation Insurance in compliance with the statutory requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (i) Bodily Injury by Accident: one hundred thousand dollars ($100,000); and (ii) Bodily Injury by Disease: one hundred thousand dollars ($100,000) each employee; 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 from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of cancellation of any required insurance.

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, 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 the Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (i) thirty (30) days of receipt of a claim or action pursuant to this subsection or (ii) 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 the Township shall be responsible for, the Township's own acts of willful misconduct or the willful misconduct of 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. <u>TRANSFER OF FRANCHISE</u>

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 written consent 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 this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.37 above.

11. RENEWAL OF FRANCHISE

The Township and the Franchisee agree that any proceedings undertaken 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 Noncompliance*: If at any time the Township believes that the Franchisee has not complied with the terms of this 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 nature of the alleged noncompliance (for purposes of this Article 12, 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 *The 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 the 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 the cure is 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 periods 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, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township may 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 impose the liquidated damages remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in Subsection 12.3.1 below (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period for which liquidated damages are assessed; provided, however, that once the Township has ceased to assess its liquidated damages remedies as set forth in Subsection 12.3.1 below, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.3, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.4	$275/day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4.1	$275/day for each day the violation continues;
For failure to provide EG services to the community as specified in Section 5.1	$275/day for each day the violation continues;
For failure to comply with franchise fee audit requirements as set forth in Section 6.4	$275/day for each day the violation continues;
For failure to provide the Township with any reports or records required by this Agreement within the time period required	$275/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 as set forth in Exhibit B	$675 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Subsection 9.1.1	$275/day for each day the violation continues; and
For a Transfer specified in Article 10 without required approval	$275/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed twenty thousand dollars ($20,000) 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 (1) 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 Sections 12.1-12.2.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this Section 12.3 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 after following the procedures set forth in Sections 12.1-12.2 above, 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 revocation of this Agreement and shall schedule 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 set forth above, the Franchisee shall be provided a fair opportunity for full participation, including the following rights: to be represented by legal counsel; to introduce relevant evidence and require the production of evidence; and to question and/or cross-examine witnesses. 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 this 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 this 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. The 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 successors and assigns.

13.3 *Preemption*: In the event that a change in federal or state law or regulation preempts or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted or limited, but only to the extent and for the time required by such law or regulation. In the event such federal or state law or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted or limited is no longer preempted or limited, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Township.

13.4 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this 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 event. If the Franchisee makes a decision that a Force Majeure event has taken place, it shall give the Township written notice no more than thirty (30) days after such decision has been made.

13.5 *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 this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

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

13.7 *Notices:* Unless otherwise expressly stated herein, notices required under this 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.

13.7.1 Notices to the Franchisee shall be mailed to:

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

With a copy to:

Verizon
1300 I Street NW, Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, Vice President and Deputy General Counsel

13.7.2 Notices to the Township shall be mailed to:

Lower Gwynedd Township Municipal Building
1130 North Bethlehem Pike
Spring House, PA 19477
Attention: Township Manager

With a copy to:

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

13.8 *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.

13.9 *Amendments:* Amendments or modifications to this Agreement shall be mutually agreed to in writing and signed by the parties.

13.10 *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.

13.11 *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 this Franchise.

13.12 *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.

13.13 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this 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 of the Communications Act or the EG service requirements set out in this Agreement.

13.14 *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.

13.15 *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 this Agreement.

13.16 *Modification Due to Exercise of Police Powers*: 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 the 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.

13.17 *No Third Party Beneficiaries*: Except as expressly provided herein, 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.

13.18 *Counterparts:* This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. 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 the other counterparts.

[SIGNATURE PAGE FOLLOWS]

LOWER GWYNEDD TOWNSHIP

By: ____

Print: ____

Title: ____

Date: ____

VERIZON PENNSYLVANIA LLC

By: ____

Print: ____

Title: ____

Date: ____

EXHIBITS

Exhibit A – Cable Service to Public Buildings

Exhibit B – Customer Service Standards

EXHIBIT A

CABLE SERVICE TO PUBLIC BUILDINGS

Lower Gwynedd Township Building
P.O. Box 625, 1130 N. Bethlehem Pike
Spring House, PA 19477

Wissahickon Elementary School
571 Houston Road
Ambler, PA 19002

Wissahickon Middle School
500 Houston Road
Ambler, PA 19002

Wissahickon High School
521 Houston Road
Ambler, PA 19002

North Penn Fire Co. Sub-Station
Meeting House Road & 202
Ambler, PA 19002

Penllyn Woods Community Building
Near or Just off Township Line Road & Penllyn Blue Bell Pike
1 Penllyn Woods Drive
Penllyn, PA 19422

Gwynedd Mercy Academy - Elementary Division
816 Norristown Road
Spring House, PA. 19477

Gwynedd Mercy Academy High School
1345 Sumneytown Pike
Gwynedd Valley, PA 19437-0902

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 and/or residents in the Township regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to Subscriber telephone inquiries during the Franchisee's Normal 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 Franchisee 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 Subscribers 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 Subscribers 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 Electrical 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 Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the Subscriber'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 Subscriber 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 Subscriber's premises.

C. 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.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour time block scheduled 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 Cable 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 4.C. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar 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 Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in an amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in an 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 Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours, 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.

I. The Franchisee may provide all notices identified in this Section 4 electronically or on-screen.

SECTION 5: SUBSCRIBER 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 5, “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 delivery 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; 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, 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 9 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 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 Subsection 9.E. 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.

Memo

To: Board of Supervisors

From: Mimi Gleason, Township Manager

Date: September 4, 2026

Re: Comcast Cable Franchise Agreement

Recommended Action: Authorize advertisement of a legal notice for an ordinance authorizing execution of a cable franchise agreement between the Township and Comcast

This is the month for cable franchise agreements. Similar to the Verizon franchise agreement, the Comcast franchise agreement is up for renewal. Like the Verizon agreement, this agreement does not apply to streaming services or any other services provided by Comcast other than cable television. The Solicitor and I negotiated this agreement with Comcast.

You held a public hearing on May 12th to solicit public comments. Those comments were shared with Comcast.

The franchise agreement must be adopted by ordinance. Therefore, I am requesting that you authorize advertisement of a legal notice for consideration of the ordinance and franchise agreement at your September 22nd meeting. Both are enclosed in this packet.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**" or "**Franchise Agreement**") is made between the **TOWNSHIP OF LOWER GWYNEDD**, Montgomery County, Pennsylvania, a township of the second class ("**Township**" or "**Franchising Authority**") and **COMCAST OF PENNSYLVANIA, LLC** and **Comcast of Southeast Pennsylvania, LLC** (hereinafter, "**Comcast**" or "**Grantee**").

BACKGROUND

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

SECTION 1 - DEFINITION OF TERMS

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

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

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

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

1.4. "Effective Date" means the date on which all authorized persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

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

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

1.7. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto. This agreement supersedes all prior or contemporaneous agreements.

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

1.9. "Franchising Authority" means the Township of Lower Gwynedd, Montgomery County or the lawful successor, transferee, designee, or assignee thereof.

1.10. "Grantee" shall mean Comcast of Pennsylvania, LLC and Comcast of Southeast Pennsylvania, LLC.

1.11. "Gross Revenues" shall mean all revenue received by Comcast or its affiliates attributable to or derived from the operation of Comcast's Cable System in the Township to provide Cable Service calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenue shall include the following:

(1) Basic Service fees;

(2) fees charged to Subscribers for any cable service tier other than Basic Service;

(3) fees charged for premium Cable services;

(4) fees charged to Subscribers for any optional, per-channel or per program services;

(5) revenue from the provision of any other service deemed to be Cable Service;

(6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;

(7) fees for downgrading any level of Cable Service programming;

(8) fees for cable-related service calls;

(9) fees for leased access channels;

(10) charges based on the sale or lease of any portion of the Cable System for Cable Service;

(11) rental or sales of any and all Subscriber equipment, including, but not limited to, DVRs, converters, and remote control devices;

(12) any and all locally derived advertising revenues;

(13) locally derived revenues or commissions from home shopping channels;

(14) revenue from interactive Cable Services;

(15) fees for video-on-demand;

(16) fees for any music services deemed to be a Cable Service;

(17) late payment fees;

(18) NSF check charges;

(19) franchise fees~~.~~; and

(20) regional sports programming fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refundable deposits, sales of capital equipment when depreciated in accordance with GAAP, or any taxes on services furnished by Comcast and imposed directly upon any Subscribed or user by the Township, state, federal or other governmental unit.

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

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

SECTION 2 - GRANT OF AUTHORITY

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

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

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

SECTION 3 – CONSTRUCTION AND MAINTENANCE OF THE CABLE SYSTEM

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

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i.) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii.) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

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

3.2.4. Safety Requirements. The Grantee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

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

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

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

SECTION 4 - SERVICE OBLIGATIONS

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear mile and is within one (1) mile of the existing Cable System as measured in strand footage from the nearest active trunk or feeder line from which a usable signal is technically available. Subject to the density requirement, Grantee shall offer Cable Service to all new dwellings or previously unserved dwellings located within one hundred twenty-five (125) feet of the Grantee's nearest segment of Cable System from which a usable signal is technically available ("Normal Installation"). The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards.

The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

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

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

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

SECTION 5 - FEES AND CHARGES TO CUSTOMERS

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

SECTION 6 - CUSTOMER SERVICE STANDARDS; CUSTOMER BILLS; AND PRIVACY PROTECTION

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

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

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

SECTION 7 - OVERSIGHT AND REGULATION BY FRANCHISING AUTHORITY

7.1. Franchise Fees.

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

7.1.2. The Township may amend the franchise fee percentage upon sixty (60) days written notice to Grantee provided that the franchise fee shall not exceed five percent (5%), the maximum rate permitted by the Cable Act. In the event that federal law is modified to authorize a franchise fee rate higher than five percent (5%), the Township may, at its discretion, direct in writing that Grantee pay the higher franchise fee. A copy of the Resolution or Ordinance authorizing the adjustment shall accompany such written notice.

7.2. Franchise Fees Subject to Audit.

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

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

In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Final Settlement Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Final Settlement Amount." Once the parties agree upon a Final Settlement Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, upon reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during Normal Business Hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of twenty-four (24) months.

7.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain in a file of those documents required pursuant to the FCC's rules and regulations.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which is proprietary or confidential in nature. The Franchising Authority agrees to treat any confidential proprietary information or trade secret disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal of information by the Franchise Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information which is confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and not oppose Grantee in defending such request at no cost to the Franchising Authority.

SECTION 8 – TRANSFER OF CABLE SYSTEM OR FRANCHISE OF GRANTEE

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchising Authority. No prior notice shall be required, however, for: (i.) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, (ii.) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - INSURANCE AND INDEMNITY

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and upon request (no more frequently than once in any twelve month period) provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Three Million Dollars ($3,000,000.00) for bodily injury or death to any one person and Three Million Dollars ($3,000,000.00) for property damage resulting from any one accident. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

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

SECTION 10 - SYSTEM DESCRIPTION AND SERVICE

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

10.2. Cable Service to School Buildings. The Grantee shall continue to provide free Digital Starter Cable Service and free installation at one (1) outlet to each public and private school (K-12) building (See Exhibit A), not including "home schools," located in the Franchise Area within two hundred (200) feet of the Grantee's distribution cable. No charge shall be made for installation or service, except that Grantee may charge for installation beyond two hundred (200) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. Cable Service to Governmental and Public Safety Facilities. The Grantee shall continue to provide free Digital Starter Cable Service (or equivalent) and free installation at one outlet to each municipal building located in the Franchise Area (See Exhibit A) within two hundred (200) feet of the Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the

Franchising Authority for government and public safety purposes, and shall not include buildings owned by Franchising Authority, but leased to third parties for non-public services or buildings such as storage facilities at which government employees are not regularly stationed. No charge shall be made for installation or service, except that Grantee may charge for installation beyond two hundred (200) feet aerial distance of the cable plant and service for more than one (1) drop in each building and provide up to three (3) digital adapters per building.

SECTION 11 - ENFORCEMENT AND REVOCATION PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

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

11.6 No Removal of System. Grantee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §621 (b)].

SECTION 12 – COMPETITIVE EQUITY

12.1. Purposes. The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to Township residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Township residents; promote local communications infrastructure investments and economic opportunities in the Township ; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

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

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

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Township, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Township, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the Township on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Township. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

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

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

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

SECTION 13 - MISCELLANEOUS PROVISIONS

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

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

<u>To the Franchising Authority</u>:
Lower Gwynedd Township
Attention: Township Manager
1130 N. Bethlehem Pike
Spring House, PA 19477

<u>To the Grantee</u>:
Comcast Cable
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

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

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

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

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

Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

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

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

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

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

13.11 Incorporation by Reference.

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

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

SECTION 14 - EDUCATIONAL AND GOVERNMENT ACCESS CHANNEL (EG)

14.1 The Grantee shall continue to make available one (1) Educational ("E") channel and/or one (1) Governmental ("G") channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The EG channels shall be used for non-commercial community programming related to governmental and/or educational activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, and bringing education into the home. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channel and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over EG channel programming, subject to applicable law. Comcast shall offer EG channels to Subscribers on the lowest level of Digital Cable Service available during the term of the Agreement or as required by applicable law.

14.2 To enable the Township and/or its designees to utilize the EG channels, the Township shall select, and Comcast shall continue to connect to the Cable System, no more than two (2) remote origination points, to be designated by the Township for Government Access and Education Access.

Comcast shall continue to provide and install, at its sole cost and expense, cable, wire, lines and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can be received from the selected locations and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line". Comcast shall distribute the video signals for the EG channels in high quality resolution.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE

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

Attest:

LOWER GWYNEDD TOWNSHIP
By: Its Board of Supervisors

____
MIMI GLEASON, TOWNSHIP MANAGER

By:____________________________________
DANIELLE A. DUCKETT, CHAIRPERSON

Date: _______________, 2026

Attest:

COMCAST OF PENNSYLVANIA, LLC: and **COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

____

By:____________________________________
Print Name:
Title:

Date: _______________, 2026

Exhibits:

Exhibit A: Courtesy Cable Television Services to Municipal Facilities

EXHIBIT A

TOWNSHIP, LOWER GWYNEDD	1130 N BETHLEHEM PIKE	AMBLER	PA	19002
POLICE, LOWER GWYNEDD	1130 N BETHLEHEM PIKE	AMBLER	PA	19002
PUBLIC WORKS, LOWER GWYNEDD	1130 N BETHLEHEM PIKE	AMBLER	PA	19002
COMMUNITY BUILDING, PENLLYN WOODS PARK	1227 E. TOWNSHIP LINE ROAD	PENLLYN	PA	19422
TOWNSHIP, PUBLIC WORKS (TO BE BUILT)	1201 SUMNEYTOWN PK	SPRING HOUSE	PA	19477

ORDINANCE NO. ___

ORDINANCE OF LOWER GWYNEDD TOWNSHIP AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST PENNSYLVANIA, LLC AND COMCAST OF SOUTHEAST PA, LLC

WHEREAS, the Comcast Pennsylvania, LLC and Comcast of Southeast PA, LLC ("the Franchisee") is a "cable operator" and Lower Gwynedd Township ("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 previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Township (the "Prior Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Prior Franchise on its existing Telecommunications Facilities 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 Prior 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 (the "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 Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

ENACTED AND ORDAINED this 22nd day of September, 2026.

ATTEST:

LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS

Mimi Gleason
Township Manager

Danielle A. Duckett
Chair

LOWER GWYNEDD TOWNSHIP

INVOICE WARRANT REPORT

The Lower Gwynedd Township Board of Supervisors hereby approve the invoices listed on the Accounts Payable Warrant Report for checks dated 09/01/2026 for $1,783.89 and 09/08/2026 for $209,071.52 per the signed Resolution totaling $210,855.41.

Signed: ____

Date: ____

Lower Gwynedd Township

PAID INVOICES REPORT

WARRANT: 090126 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
837	ALBERT M. COMLY, JR.										
	173047	09/01/26	74854		106751	P	09/01/26	01414	312	FIRE SAFETY INSPECTOR	600.00
	INVOICE: 09012026										
	VENDOR TOTALS		4,200.00 YTD INVOICED					7,410.00 YTD PAID			600.00
1409	MICHAEL ROGGE										
	173045	09/01/26	74852		106753	P	09/01/26	01410	158	POST-RETIREMENT HEALTH BE	400.55
	INVOICE: 09012026										
	VENDOR TOTALS		2,803.85 YTD INVOICED					3,604.95 YTD PAID			400.55
172	REX WILKINSON										
	173044	09/01/26	74851		106749	P	09/01/26	01410	158	POST-RETIREMENT HEALTH BE	336.18
	INVOICE: 09012026										
	VENDOR TOTALS		2,353.26 YTD INVOICED					3,025.62 YTD PAID			336.18
1323	THOMAS HENRY										
	173046	09/01/26	74853		106752	P	09/01/26	01410	158	POST-RETIREMENT HEALTH BE	447.16
	INVOICE: 09012026										
	VENDOR TOTALS		894.32 YTD INVOICED					1,788.64 YTD PAID			447.16
										REPORT TOTALS	1,783.89

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	1,783.89

Lower Gwynedd Township

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
3787	ADVANCED ELECTRICAL CONTRACTORS, INC.										
	173139	08/15/26	74948		106800	P	09/08/26	30409	721	IMPROVEMENT TO TWP. PROPE	8,840.00
	INVOICE: 410411										
	173140	08/15/26	74949		106800	P	09/08/26	30409	721	IMPROVEMENT TO TWP. PROPE	6,396.00
	INVOICE: 410370										
	VENDOR TOTALS	4,594.86 YTD INVOICED					19,830.86 YTD PAID				15,236.00
4144	AJR ENVIRONMENTAL, INC.										
	173153	08/03/26	74962		106810	P	09/08/26	01430	450	CONTRACTED SERVICES	9,623.14
	INVOICE: 19076										
	173153	08/03/26	74962		106810	P	09/08/26	01430	451	STORMWATER CONTRACTED SER	1,500.86
	INVOICE: 19076										
	VENDOR TOTALS	64,496.00 YTD INVOICED					75,620.00 YTD PAID				11,124.00
2091	ARAMSCO, INC.										
	173114	08/24/26	74921		106784	P	09/08/26	01409	220	SUPPLIES- ALL BLDNGS	937.94
	INVOICE: S7824749.001										
	VENDOR TOTALS	3,573.72 YTD INVOICED					4,720.25 YTD PAID				937.94
4007	ARRO CONSULTING, INC.										
	173146	08/15/26	74955		106805	P	09/08/26	01414	311	PROF SERV- UCC INSPECTING	19,916.60
	INVOICE: 0122828										
	VENDOR TOTALS	189,696.81 YTD INVOICED					212,549.91 YTD PAID				19,916.60
617	BOROUGH OF AMBLER										
	173095	08/24/26	74902		106777	P	09/08/26	08429	730	AMBLER CAPITAL PROJECTS	2,042.87
	INVOICE: 08192026										
	VENDOR TOTALS	995,769.39 YTD INVOICED					1,092,850.87 YTD PAID				2,042.87
1116	BOWMAN CONSULTING GROUP, LTD.										
	173104	08/24/26	74911		106781	P	09/08/26	01414	313	ENGINEERING	4,601.25
	INVOICE: 576612										
	173105	08/24/26	74912		106781	P	09/08/26	01414	313	ENGINEERING	4,885.00
	INVOICE: 576967										
	173106	08/24/26	74913		106781	P	09/08/26	30439	000	INFRASTRUCTURE REBUILDING	1,575.00
	INVOICE: 577173										
	173107	08/24/26	74914		106781	P	09/08/26	30439	000	INFRASTRUCTURE REBUILDING	1,037.50
	INVOICE: 577174										
	173108	08/24/26	74915		106781	P	09/08/26	30439	000	INFRASTRUCTURE REBUILDING	512.50
	INVOICE: 577175										
	VENDOR TOTALS	123,952.94 YTD INVOICED					162,353.84 YTD PAID				12,611.25
4243	CHRISTOPHER J. PAGE										
	173165	08/03/26	74974		106817	P	09/08/26	01451	341	FALL FEST	250.00
	INVOICE: 09012026										

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		.00 YTD INVOICED					250.00 YTD PAID			250.00
2612	COUNTY LINE FENCE COMPANY										
	173116	08/24/26	74923		106786	P	09/08/26	01430	370	R&M PW	16.75
	INVOICE: 8185										
	173117	08/24/26	74924		106786	P	09/08/26	01430	370	R&M PW	167.50
	INVOICE: 8191										
	VENDOR TOTALS		3,825.00 YTD INVOICED					4,009.25 YTD PAID			184.25
835	DAVID A. MORGAN										
	173100	08/24/26	74907		106779	P	09/08/26	01401	200	OFFICE SUPPLIES	60.00
	INVOICE: 17736										
	173101	08/24/26	74908		106779	P	09/08/26	01410	220	OPERATING SUPPLIES	180.00
	INVOICE: 17802										
	VENDOR TOTALS		841.80 YTD INVOICED					1,141.80 YTD PAID			240.00
25	DEL-VAL INTERNATIONAL TRUCKS, INC.										
	173082	08/05/26	74889		106767	P	09/08/26	08429	262	R&M EQUIP/VEHICLES	125.06
	INVOICE: 13427926										
	173083	08/24/26	74890		106767	P	09/08/26	01430	262	REPAIRS VEHICLES/TOOLS/MA	286.08
	INVOICE: 13429206										
	VENDOR TOTALS		11,120.20 YTD INVOICED					13,512.27 YTD PAID			411.14
2402	DELAWARE VALLEY HEALTH TRUST										
	173115	08/24/26	74922		106785	P	09/08/26	01401	156	HEALTH INSURANCE	13,374.96
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	01402	156	HEALTH INSURANCE	1,189.35
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	01409	156	HEALTH INSURANCE	2,204.34
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	01410	156	HEALTH INSURANCE	43,671.61
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	01414	156	HEALTH INSURANCE	1,808.58
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	01430	156	HEALTH INSURANCE	8,630.19
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	01451	156	HEALTH INSURANCE	72.43
	INVOICE: 32321										
	173115	08/24/26	74922		106785	P	09/08/26	08487	156	HEALTH INSURANCE	7,600.27
	INVOICE: 32321										
	VENDOR TOTALS		658,545.13 YTD INVOICED					831,635.68 YTD PAID			78,551.73
3756	DELCO SOLUTIONS, LLC										
	173137	08/15/26	74945		106799	P	09/08/26	01401	430	TECHNOLOGY	195.00
	INVOICE: 5644										

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	1,365.00 YTD INVOICED						1,755.00 YTD PAID			195.00
4012	EC FENCE & IRON WORKS, INC.										
	173147	04/03/26	74956		106806	P	09/08/26	30454	600	PARK IMPROVEMENTS	2,400.00
	INVOICE: 8944										
	VENDOR TOTALS	.00 YTD INVOICED						2,400.00 YTD PAID			2,400.00
490	GALLS, LLC										
	173090	08/24/26	74897		106772	P	09/08/26	01410	238	UNIFORMS	161.00
	INVOICE: 035641802										
	VENDOR TOTALS	274.45 YTD INVOICED						695.90 YTD PAID			161.00
1869	GENERAL CODE PUBLISHERS CORP.										
	173109	08/24/26	74916		106782	P	09/08/26	01401	450	CONTRACTED SERVICES	780.00
	INVOICE: PG000048262										
	VENDOR TOTALS	4,859.00 YTD INVOICED						5,639.00 YTD PAID			780.00
297	GILL QUARRIES, INC.										
	173087	08/24/26	74894		106770	P	09/08/26	01430	370	R&M PW	210.00
	INVOICE: 1112885										
	VENDOR TOTALS	775.00 YTD INVOICED						1,505.00 YTD PAID			210.00
4184	GRAINGER										
	173157	08/03/26	74966		106812	P	09/08/26	01409	220	SUPPLIES- ALL BLDNGS	163.35
	INVOICE: 9002236678										
	VENDOR TOTALS	586.43 YTD INVOICED						1,156.88 YTD PAID			163.35
4240	GROGAN INVESTMENT PROPERTIES LP										
	173162	08/03/26	74971		106814	P	09/08/26	01301	100	CURRENT REAL ESTATE TAXES	94.74
	INVOICE: 04012026										
	VENDOR TOTALS	.00 YTD INVOICED						94.74 YTD PAID			94.74
1954	GROFF TRACTOR & EQUIPMENT, INC.										
	173110	08/24/26	74917		106783	P	09/08/26	01430	262	REPAIRS VEHICLES/TOOLS/MA	58.34
	INVOICE: PS0633446-1										
	173111	08/24/26	74918		106783	P	09/08/26	01430	262	REPAIRS VEHICLES/TOOLS/MA	54.91
	INVOICE: PS0633300-1										
	173112	08/24/26	74919		106783	P	09/08/26	01430	262	REPAIRS VEHICLES/TOOLS/MA	375.00
	INVOICE: PS0634770-1										
	VENDOR TOTALS	5,744.11 YTD INVOICED						6,605.13 YTD PAID			488.25
146	H. A. WEIGAND, INC.										
	173084	08/24/26	74891		106768	P	09/08/26	01430	220	SUPPLIES PW	1,270.00

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 128061										
	VENDOR TOTALS	1,156.50 YTD INVOICED						2,426.50 YTD PAID			1,270.00
3219	HOT FROG PRINT MEDIA, INC.										
	173123	08/24/26	74930		106790	P	09/08/26	01401	450	CONTRACTED SERVICES	1,690.59
	INVOICE: 28437										
	VENDOR TOTALS	1,636.51 YTD INVOICED						3,327.10 YTD PAID			1,690.59
3936	JANINE DEFURIA										
	173143	08/15/26	74952		106803	P	09/08/26	01451	341	FALL FEST	2,000.00
	INVOICE: 090126										
	VENDOR TOTALS	750.00 YTD INVOICED						2,750.00 YTD PAID			2,000.00
4114	SHAMROCK ENVIRONMENTAL										
	173149	08/03/26	74958		106808	P	09/08/26	09439	000	INFRASTRUCTURE REBUILDING	7,425.00
	INVOICE: 463726										
	VENDOR TOTALS	.00 YTD INVOICED						7,425.00 YTD PAID			7,425.00
150	JOHN S POSEN, INC										
	173085	08/24/26	74892		106769	P	09/08/26	01430	220	SUPPLIES PW	36.00
	INVOICE: 220046										
	VENDOR TOTALS	95.47 YTD INVOICED						131.47 YTD PAID			36.00
4241	JOSEPH MAHONEY										
	173163	08/03/26	74972		106815	P	09/08/26	01451	341	FALL FEST	300.00
	INVOICE: 090126										
	VENDOR TOTALS	.00 YTD INVOICED						300.00 YTD PAID			300.00
3626	GEORGE DAVID FRITZ										
	173129	08/24/26	74937		106796	P	09/08/26	01410	262	VEHICLE MAINTENANCE	683.76
	INVOICE: 1-GS40460										
	VENDOR TOTALS	1,317.76 YTD INVOICED						2,001.52 YTD PAID			683.76
1083	LIFELINE TRAINING										
	173103	08/24/26	74910		106780	P	09/08/26	01410	420	TRAINING/DUES/SUBS	359.00
	INVOICE: 177065										
	VENDOR TOTALS	.00 YTD INVOICED						359.00 YTD PAID			359.00
552	MAGLOCLEN										
	173094	08/24/26	74901		106774	P	09/08/26	01410	222	DETECTIVE OPERATING SUPPL	400.00
	INVOICE: 14787										

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	.00 YTD INVOICED						400.00 YTD PAID			400.00
3646	MCDONALD UNIFORM COMPANY, INC.										
	173130	08/24/26	74938		106797	P	09/08/26	01410	450	CONTRACTED SERVICES	179.99
	INVOICE: 262721-01										
	173131	08/24/26	74939		106797	P	09/08/26	01410	450	CONTRACTED SERVICES	195.98
	INVOICE: 262719-01										
	173132	08/24/26	74940		106797	P	09/08/26	01410	450	CONTRACTED SERVICES	1,856.25
	INVOICE: 262720										
	173133	08/24/26	74941		106797	P	09/08/26	01410	450	CONTRACTED SERVICES	1,872.24
	INVOICE: 262722										
	VENDOR TOTALS	14,324.95 YTD INVOICED						28,311.59 YTD PAID			4,104.46
4242	MICHAEL ALAN SKILES										
	173164	08/03/26	74973		106816	P	09/08/26	01451	341	FALL FEST	200.00
	INVOICE: 09012026										
	VENDOR TOTALS	.00 YTD INVOICED						200.00 YTD PAID			200.00
3937	ACCESS LOCK TECHNOLOGIES INC.										
	173144	08/15/26	74953		106804	P	09/08/26	01409	370	R&M ALL BLDNGS	207.35
	INVOICE: 85673										
	173145	08/15/26	74954		106804	P	09/08/26	01410	262	VEHICLE MAINTENANCE	9.00
	INVOICE: 85482										
	VENDOR TOTALS	171.31 YTD INVOICED						387.66 YTD PAID			216.35
4088	MINUTEMAN SECURITY TECHNOLOGIES, INC.										
	173148	08/03/26	74957		106807	P	09/08/26	01409	450	CONTRACTED SERVICES	76.00
	INVOICE: 208429										
	VENDOR TOTALS	22,316.44 YTD INVOICED						22,392.44 YTD PAID			76.00
363	M.C.A.T.O.										
	173089	08/24/26	74896		106771	P	09/08/26	01401	420	TRAINING/DUES/SUBS	400.00
	INVOICE: 2026 MCATO										
	VENDOR TOTALS	.00 YTD INVOICED						400.00 YTD PAID			400.00
4141	NAVITEND										
	173151	08/03/26	74960		106809	P	09/08/26	01401	430	TECHNOLOGY	135.00
	INVOICE: 436531										
	173151	08/03/26	74960		106809	P	09/08/26	08429	430	TECHNOLOGY	45.00
	INVOICE: 436531										
	173152	08/03/26	74961		106809	P	09/08/26	01401	430	TECHNOLOGY	4,360.67
	INVOICE: AGR436368										
	173152	08/03/26	74961		106809	P	09/08/26	08429	430	TECHNOLOGY	1,453.56
	INVOICE: AGR436368										
	173156	08/03/26	74965		106809	P	09/08/26	01401	430	TECHNOLOGY	187.50

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 436067										
173156	08/03/26	74965		106809	P	09/08/26	08429	430	TECHNOLOGY	62.50
INVOICE: 436067										
VENDOR TOTALS	56,166.24 YTD INVOICED						63,988.23 YTD PAID			6,244.23
3411 POWERDMS, INC.										
173125	08/24/26	74932		106792	P	09/08/26	01410	430	TECHNOLOGY	5,330.11
INVOICE: INV-163902										
VENDOR TOTALS	.00 YTD INVOICED						5,330.11 YTD PAID			5,330.11
596 PA ONE CALL SYSTEM, INC.										
173092	08/24/26	74899		106776	P	09/08/26	08429	450	CONTRACTED SERVICES	322.36
INVOICE: 1179989										
VENDOR TOTALS	941.36 YTD INVOICED						1,512.39 YTD PAID			322.36
3655 ADVANCED ELECTRONIC DESIGN, INC.										
173134	08/24/26	74942		106798	P	09/08/26	01410	262	VEHICLE MAINTENANCE	700.91
INVOICE: 8280941										
173135	08/24/26	74943		106798	P	09/08/26	30410	700	POLICE EQUIPMENT	10,865.77
INVOICE: 8280756										
VENDOR TOTALS	672.62 YTD INVOICED						12,239.30 YTD PAID			11,566.68
665 PAUL B. MOYER & SONS										
173096	08/24/26	74903		106778	P	09/08/26	01430	262	REPAIRS VEHICLES/TOOLS/MA	95.99
INVOICE: 47635										
173098	08/24/26	74905		106778	P	09/08/26	01430	262	REPAIRS VEHICLES/TOOLS/MA	251.01
INVOICE: 46570										
173099	08/24/26	74906		106778	P	09/08/26	01430	220	SUPPLIES PW	559.99
INVOICE: 49054										
VENDOR TOTALS	2,089.10 YTD INVOICED						2,996.09 YTD PAID			906.99
3475 PENN E & R										
173127	08/24/26	74935		106794	P	09/08/26	01414	313	ENGINEERING	3,150.50
INVOICE: 29391										
VENDOR TOTALS	11,311.50 YTD INVOICED						44,557.25 YTD PAID			3,150.50
3458 REMCO, INC.										
173126	08/24/26	74933		106793	P	09/08/26	01409	370	R&M ALL BLDNGS	336.00
INVOICE: 1008226										
VENDOR TOTALS	25,474.05 YTD INVOICED						26,190.56 YTD PAID			336.00
4244 SAMANTHA ARRAO LLC										
173166	08/03/26	74975		106818	P	09/08/26	01451	341	FALL FEST	625.00
INVOICE: 09012026										

Lower Gwynedd Township

PAID INVOICES REPORT

WARRANT: 090826 TO FISCAL 2026/07 01/01/2026 TO 12/31/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS			.00 YTD INVOICED					625.00 YTD PAID		625.00
3926	SANTINO CARLOMAGNO										
	173142	08/15/26	74951		106802	P	09/08/26	01430	238	CLOTHING & UNIFORMS	84.37
	INVOICE: 083126										
	173142	08/15/26	74951		106802	P	09/08/26	08429	238	UNIFORMS	28.12
	INVOICE: 083126										
	VENDOR TOTALS			29.99 YTD INVOICED					142.48 YTD PAID		112.49
2912	SCOTT LANDIS										
	173120	08/24/26	74927		106788	P	09/08/26	01451	341	FALL FEST	1,925.00
	INVOICE: 091926										
	VENDOR TOTALS			.00 YTD INVOICED					1,925.00 YTD PAID		1,925.00
2856	SEALMASTER										
	173119	08/24/26	74926		106787	P	09/08/26	01430	220	SUPPLIES PW	99.77
	INVOICE: INV2120775										
	VENDOR TOTALS			212.98 YTD INVOICED					312.75 YTD PAID		99.77
4245	SEAMUS MCGROARY										
	173167	08/03/26	74977		106819	P	09/08/26	01451	341	FALL FEST	200.00
	INVOICE: 09012026										
	VENDOR TOTALS			.00 YTD INVOICED					200.00 YTD PAID		200.00
4153	SNAP ON TOOLS										
	173154	08/03/26	74963		106811	P	09/08/26	01430	220	SUPPLIES PW	42.50
	INVOICE: 08102666589										
	VENDOR TOTALS			.00 YTD INVOICED					72.00 YTD PAID		42.50
573	STANDARD INSURANCE COMPANY										
	173091	08/24/26	74898		106775	P	09/08/26	01401	153	DISABLITY & LIFE INS.	845.51
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	01402	153	DISABILITY & LIFE INS.	292.33
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	01409	153	DISABLITY & LIFE INS.	112.94
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	01410	153	DISABILITY & LIFE INS.	5,798.07
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	01414	153	DISABILITY & LIFE INS.	292.66
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	01430	153	DISABLITY & LIFE INS.	905.30
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	01451	153	DISABILITY & LIFE INS	241.55
	INVOICE: 09012026										
	173091	08/24/26	74898		106775	P	09/08/26	08487	153	DISABILITY & LIFE INS.	860.77

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 09012026									
	VENDOR TOTALS	58,136.31 YTD INVOICED						77,377.82 YTD PAID		9,349.13
3869	TODD OAKES									
	173141	08/15/26	74950		106801	P	09/08/26	01451 341	FALL FEST	250.00
	INVOICE: 090826									
	VENDOR TOTALS	.00 YTD INVOICED						250.00 YTD PAID		250.00
4190	UNIFORM GEAR INC									
	173158	08/03/26	74967		106813	P	09/08/26	01410 238	UNIFORMS	40.00
	INVOICE: 527540-1									
	VENDOR TOTALS	7,382.65 YTD INVOICED						7,422.65 YTD PAID		40.00
3204	VICTORY GARDEN'S, INC.									
	173121	08/24/26	74928		106789	P	09/08/26	01430 220	SUPPLIES PW	92.00
	INVOICE: 495745									
	173122	08/24/26	74929		106789	P	09/08/26	01430 220	SUPPLIES PW	1,080.00
	INVOICE: 495741									
	VENDOR TOTALS	689.00 YTD INVOICED						1,861.00 YTD PAID		1,172.00
3565	W.B. MASON COMPANY									
	173128	08/24/26	74936		106795	P	09/08/26	01409 220	SUPPLIES- ALL BLDNGS	387.29
	INVOICE: 263260690									
	VENDOR TOTALS	3,036.87 YTD INVOICED						3,744.16 YTD PAID		387.29
542	HAJOCA CORPORATION									
	173093	08/24/26	74900		106773	P	09/08/26	01409 370	R&M ALL BLDNGS	152.84
	INVOICE: S038393934.001									
	VENDOR TOTALS	1,147.42 YTD INVOICED						1,300.26 YTD PAID		152.84
3251	Y-PERS INC.									
	173124	08/24/26	74931		106791	P	09/08/26	01430 238	CLOTHING & UNIFORMS	1,699.35
	INVOICE: 0217052-IN									
	VENDOR TOTALS	407.25 YTD INVOICED						2,106.60 YTD PAID		1,699.35
									REPORT TOTALS	209,071.52

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	53	209,071.52

** END OF REPORT - Generated by Melinda Haldeman **