

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Thursday, May 5, 2026
7:00 PM

To Join Zoom Meeting:

Link: Register in advance for this meeting:

<https://us02web.zoom.us/join/register/jlISaNOrg2KneETWZYTxA>

During this *hybrid* BOS meeting, public comment will be handled as follows:

- The Zoom public is asked to remain muted during the meeting when the Board is talking.
- If you do not wish to be seen on the Board Room TVs or the YouTube Recording, your camera must be turned off via Zoom.
- In-person public participants will be given the *first* opportunity to comment and ask questions on each agenda item that requires a Board vote.
- The Zoom public participants will be given the *second* opportunity to comment and ask questions on each agenda item that requires a Board vote.
 - Zoom participants wishing to comment must raise their hand icon, state their name, and must speak one at a time.

1. Call to Order (7:00 PM)

2. Pledge of Allegiance

3. Moment of Silence

Announce that this meeting is being recorded via Zoom. A recording will be uploaded later to the Township's YouTube channel for viewing.

4. Chairman's Report

- a. The joint *America250* event with West Goshen will take place at East Goshen Park on Saturday, May 30th, from 3:00 PM to 9:00 PM. We will have a Colonial Town Square, Revolutionary War cannon, live music, plenty of moon bounces for the kids, and a drone/firework show to wrap it up!

5. Public Comment (7:05 PM to 7:15 PM)

6. Emergency Services Reports (7:15 PM to 7:20 PM)

- a. WEGO – Chief David Leahy
- b. Goshen Fire Co – None
- c. Malvern Fire Co – None
- d. Good Fellowship – None

7. Public Hearings – None

8. Financial Report –None

9. Approval of Minutes and Treasurer's Report (7:25 PM to 7:30 PM)

- a. Minutes – None
- b. Treasurer's Report – April 9, 2026 to April 30, 2026

10. Old Business - None

11. New Business

- a. Letter to Chester County Commissioners regarding *Vision Partnership Program's* future funding.
- b. ESAC Solar Feasibility Study
- c. Possible adoption of Resolution 2026-07, Monarch Butterfly Pledge.

- d. Verizon Franchise Renewal Agreement.
 - e. West Whiteland Comprehensive Plan – Adjacent Municipality Review
12. Any Other Matter (8:15 PM to 8:20 PM)
 13. Public Comment (8:25 PM to 8:35 PM)
 14. Liaison Reports (8:35 PM TO 8:40 PM)
 15. Correspondence, Reports of Interest.
 16. Adjournment (8:40 PM)

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DANA GIEDER
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: APRIL 30, 2026

Attached please find the Treasurer's Report for the weeks of April 9, 2026- April 30, 2026.

Real Estate tax collections, EIT & LST collections, rent, permits, alarm fees, P&R registrations, and pavilion rentals drove General Fund revenue during this period.

General Fund expenses include the monthly WEGO contribution, vehicle maintenance/repairs, highway materials, building maintenance/repairs, tree removal, legal and engineering costs, P&R programs/events/maintenance, insurance payments, the first payment of the annual Good Fellowship yearly EMS contribution, and routine operational expenses.

Expenditures from the Capital Reserve Fund include \$74K for a replacement Ford F350 truck and \$6K for the lights and soundoff signal equipment to be installed on the new truck.

Recommended motion: Mr. Chairman, I move that we accept the receipts and approve the expenditures as presented in the Expenditure Register and as summarized in the Treasurer's Report.

TREASURER'S REPORT

April 9, 2026- April 30, 2026

RECEIPTS AND BILLS

GENERAL FUND

Real Estate Tax	\$1,854,925.87
Earned Income Tax	\$106,100.00
Local Service Tax	\$2,000.00
Transfer Tax	\$0.00
General Fund Interest Earned	\$0.00
Total Other Revenue	\$57,706.08
Year End Transfer 2026	\$0.00
Total General Fund Receipts:	\$2,020,731.95

Accounts Payable	\$686,462.56
<u>Electronic Pmts:</u>	
Debt Service	\$64,200.00
Payroll	\$292,282.44
Total Expenditures:	\$1,042,945.00

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total State Liquid Fuels Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Year End Transfer 2026	\$0.00
Total Capital Reserve Fund Receipts:	\$0.00

Accounts Payable	\$82,326.73
Total Expenditures:	\$82,326.73

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Transportation Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER OPERATING FUND

Receipts	\$410,258.53
Interest Earned	\$0.00
Year End Transfer 2026	\$0.00
Total Sewer Operating Fund Receipts:	\$410,258.53

Accounts Payable	\$167,972.47
<u>Electronic Pmts:</u>	
Debt Service	\$42,261.75
Total Expenditures:	\$210,234.22

REFUSE FUND

Receipts	\$93,887.95
Interest Earned	\$0.00
Total Refuse Fund Receipts:	\$93,887.95

Accounts Payable	\$28,435.15
Total Expenditures:	\$28,435.15

BOND FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Bond Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Year End Transfer 2026	\$0.00
Total Sewer Capital Reserve Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Operating Reserve Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

INFRASTRUCTURE SUSTAINABILITY FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total Infrastructure Sustainability Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

ARPA - COVID RELIEF FUND

Receipts	\$0.00
Interest Earned	\$0.00
Total ARPA - COVID Relief Fund Receipts:	\$0.00

Accounts Payable	\$0.00
Total Expenditures:	\$0.00

East Goshen Township
Purchase Order Listing By Expenditure Account

Ranges	Item Status	Purchase Types	Misc
Range: 5014000000 to 6199999999 Rcvd Batch Id Range: First to Last Paid Date Range: 04/09/26 to 04/30/26	Open: N Void: N Paid: Y Held: N Aprv: N Rcvd: N	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Format: Detail without Line Item Notes Include Non-Budgeted: Y Prior Year Only: N * Means Prior Year Line: Vendors: All DEPT Page Break: No Subtotal DEPT: No

Expenditure Account		Description									
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
01-401-2100			MATERIALS & SUPPLIES								
26-00924	1	MGLPR005	MGL PRINTING SOLUTIONS	#10 SECURITY WINDOW ENVELOPES	\$482.00	P 28297	04/24/26	04/24/26	04/24/26	223372	
01-401-3000			GENERAL EXPENSE								
26-00809	1	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- A.LOPEZ	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34633006	
26-00809	2	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- R. VALENTINE	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34633007	
26-00809	3	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- R. MORRIS	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34633008	
26-00809	4	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- S. GENSEL	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34633009	
26-00809	5	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- K. HAENN	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34655073	
26-00809	6	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- D. CHAN	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34696695	
26-00809	7	PENNS035	PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- O. SHAHRRD	\$22.00	P 28262	04/13/26	04/13/26	04/14/26	R34775271	
26-00914	1	CHEST050	CHESTER COUNTY CHAMBER	2026 ANNUAL MEMBERSHIP-D.DAVIS	\$295.00	P 28282	04/24/26	04/24/26	04/24/26	6301	
					\$449.00						
01-401-3070			PSATS EXPENSE								
26-00965	1	MATTH005	MATTHEWS PAOLI FORD	VAN RENTAL FOR PSATS- PW	\$293.38	P 28312	04/29/26	04/29/26	04/29/26	135309	
01-401-3120			CONSULTING SERVICES								
26-00821	1	HELPN005	HELP-NOW,LLC	APRIL 2026	\$3,156.00	P 28249	04/13/26	04/13/26	04/14/26		
26-00822	1	HELPN005	HELP-NOW,LLC	REMOTE/VIRT CONSULTING/SERVICE	\$190.00	P 28249	04/13/26	04/13/26	04/14/26	31211	
					\$3,346.00						
01-401-3210			COMMUNICATION EXPENSE								
26-00860	1	FIRST015	FIRSTNET - #287290606505	MARCH 2026	\$1,171.60	P 28243	04/13/26	04/13/26	04/14/26	04082026	
26-00875	1	TWPF005	VERIZON - TWP.FIOS 0001-74	3/28/26- 4/27/26 TWP FIOS 1	\$109.99	P 645	04/15/26	04/15/26	04/15/26	032726	
26-00900	1	COMCA010	COMCAST 8499-10-109-0107472	0107472 4/17-5/16/26 PW TV	\$31.58	P 646	04/22/26	04/22/26	04/22/26	041026	
26-00925	1	NETCA025	NETCARRIER TELECOM INC. 67846	PORT FEE 032026	\$77.02	P 28298	04/24/26	04/24/26	04/24/26		

East Goshen Township
Purchase Order Listing By Expenditure Account

04/29/2026

02:32 PM

Expenditure Account		Description									
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
					\$1,390.19						
01-401-3400			ADVERTISING - PRINTING								
26-00952	1	21STC005	21ST CENT.MEDIA NEWS #884433	NOTICE- BOS APRIL MEETING	\$57.54	P 28276	04/24/26	04/24/26	04/24/26		
01-401-3500			INSURANCE - BONDING								
26-00810	1	UNIVE010	UNIVEST INSURANCE LLC	BOND RENEWAL D. DAVIS	\$1,619.00	P 28271	04/13/26	04/13/26	04/14/26	25824	
01-401-3840			RENTAL OF EQUIP. -OFFICE								
26-00793	1	GREAT010	GREAT AMERICA FINANCIAL SERVIC	APRIL 2026 LANIER & RICOH	\$218.00	P 639	04/10/26	04/10/26	04/10/26	41597664	
01-404-3140			LEGAL - ADMIN								
26-00859	1	PC000005	LAMB MCERLANE PC	LEGAL SERV MARCH 2026 GENERAL	\$1,455.80	P 28261	04/13/26	04/13/26	04/14/26	396293	
01-407-2130			COMPUTER EXPENSE								
26-00923	1	DIICO005	DII COMPUTERS, INC	(5) ADOBE ACROBAT PRO	\$340.00	P 28286	04/24/26	04/24/26	04/24/26	89810	
26-00923	2	DIICO005	DII COMPUTERS, INC	(1) CREATIVE SUITE	\$320.00	P 28286	04/24/26	04/24/26	04/24/26	89810	
					\$660.00						
01-409-3600			TWP. BLDG. - FUEL, LIGHT, WATER								
26-00796	1	PECO7005	PECO - 7898928000	7898928000 2/27-3/30/26 0 BOOT	\$133.83	P 640	04/10/26	04/10/26	04/10/26	033126- BOOT HI	
26-00800	1	PECO0045	PECO - 5540052222	5540052222 3/3/26-4/2/26 BOOT	\$88.57	P 643	04/10/26	04/10/26	04/10/26	040326	
26-00883	1	PECO1010	PECO - 1138974000	1138974000 2/27-3/30	\$4,475.08	P 647	04/17/26	04/17/26	04/17/26	040126	
26-00885	1	PECO3005	PECO - 3598108000	3598108000 2/27-3/30 BLACKSMIT	\$373.58	P 648	04/17/26	04/17/26	04/17/26	033126	
26-00886	1	PECO5020	PECO - 5184333000	5184333000 2/27-3/30BOOTRD,HIS	\$131.74	P 650	04/17/26	04/17/26	04/17/26	033126	
26-00909	1	AQUAP010	AQUA PA 01	309828 0309828 3/16- 4/16 TB	\$184.79	P 28278	04/24/26	04/24/26	04/24/26	042026 TB	
26-00910	1	AQUAP010	AQUA PA 01	309820 0309820 3/16- 4/16 FR	\$260.04	P 28278	04/24/26	04/24/26	04/24/26	042026 FR	
					\$5,647.63						
01-409-3605			PW BLDG - FUEL,LIGHT,SEWER & WATER								
26-00899	1	VERIZ010	VERIZON - 0527	4/15- 5/14/26 1570 PAOLI PK PW	\$279.04	P 648	04/22/26	04/22/26	04/22/26	041426	
26-00908	1	AQUAP010	AQUA PA 01	496917 0309798 3/16- 4/16 PW	\$457.72	P 28278	04/24/26	04/24/26	04/24/26	042026 PW	
					\$736.76						

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description											
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
01-409-3740			TWP. BLDG. - MAINT & REPAIRS										
26-00813	1	WEAVE005	WEAVER MULCH LLC	10 CU YD BLACK DYED MULCH	\$297.50	P 28274	04/13/26	04/13/26	04/14/26	664278			
26-00823	1	CLEAN015	CLEAN RIGHT BUILDING SERVICES	JANITORIAL SERV MARCH 2026	\$1,375.00	P 28240	04/13/26	04/13/26	04/14/26	CL12235			
26-00840	1	VAZQU005	VAZQUEZ, JUAN MARTINEZ	SAND AND PAINT- KELLY'S OFFICE	\$150.00	P 28272	04/13/26	04/13/26	04/14/26	031826			
26-00841	1	WBMAS005	W.B.MASON CO.,INC.	PAPER TOWEL, TOILET PAPER,DISI	\$414.54	P 28273	04/13/26	04/13/26	04/14/26	260908065			
26-00849	1	PRECIO10	PRECISION MECHANICAL SERVICES	AIR CONDITIONING INSPECT-SERV	\$2,274.88	P 28264	04/13/26	04/13/26	04/14/26	SC-049-26-1			
26-00852	1	ADVAN005	ADVANCED ELECTRONIC SECURITY	INSTALLED PINNACLE CLIENT SOFT	\$385.00	P 28237	04/13/26	04/13/26	04/14/26	12596			
26-00855	8	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$75.00	P 28252	04/13/26	04/13/26	04/14/26	2655			
26-00902	1	COLON005	COLONIAL ELECTRIC SUPPLY	TWP BLDG- 750HM CATV CABLE	\$150.00	P 28284	04/23/26	04/23/26	04/24/26	16759418			
26-00926	1	PRECIO10	PRECISION MECHANICAL SERVICES	CONDENSATE DRAIN TRAP REPLACEM	\$1,102.97	P 28299	04/24/26	04/24/26	04/24/26	SC-28630			
26-00931	1	SPRIN010	SPRINGER BROTHERS INC	REPLACE DAMAGED GUTTERS-TWP BL	\$2,387.50	P 28300	04/24/26	04/24/26	04/24/26				
26-00935	1	COLON005	COLONIAL ELECTRIC SUPPLY	(2) 2GANG STL RECESSED TV BOX	\$77.64	P 28284	04/24/26	04/24/26	04/24/26	16792288			
					\$8,690.03								
01-409-3745			PW BUILDING - MAINT REPAIRS										
26-00814	1	GRAIN005	GRAINGER	CARBON STEEL STAIR TREAD	\$377.56	P 28246	04/13/26	04/13/26	04/14/26	9852301689			
26-00843	1	OROUR005	O'ROURKE & SONS INC.	FLAT BAR, ANGLE, CHANNEL, HOLL	\$717.00	P 28260	04/13/26	04/13/26	04/14/26	R61077			
26-00849	3	PRECIO10	PRECISION MECHANICAL SERVICES	AIR CONDITIONING INSPECT-SERV	\$1,137.44	P 28264	04/13/26	04/13/26	04/14/26	SC-049-26-1			
26-00850	1	SHERW010	SHERWIN-WILLIAMS CO.	PAINT- GREEN, GRAY, SABLEWOOD	\$618.54	P 28267	04/13/26	04/13/26	04/14/26	44227129580426			
26-00855	9	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$75.00	P 28252	04/13/26	04/13/26	04/14/26	2655			
26-00855	10	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$25.00	P 28252	04/13/26	04/13/26	04/14/26	2655			
26-00869	1	AJBAJ005	AJB A.J. BLOSENSKI INC.	15 YD ROLLOFF FOR CONCRETE	\$3,850.00	P 641	04/15/26	04/15/26	04/15/26	2777465W360			
26-00966	1	OROUR005	O'ROURKE & SONS INC.	PW LIFT GARAGE-1-1/2X1/8 10 GA	\$471.00	P 28313	04/29/26	04/29/26	04/29/26	R61077A			
					\$7,271.54								
01-409-3840			DISTRICT COURT EXPENSES										
26-00816	1	LECLE005	LEC - LENNI ELECTRIC CORPORATI	DIST CT PARKING LOT LIGHTS	\$5,746.43	P 28255	04/13/26	04/13/26	04/14/26	260331			
26-00823	2	CLEAN015	CLEAN RIGHT BUILDING SERVICES	JANITORIAL SERV MARCH 2026	\$808.00	P 28240	04/13/26	04/13/26	04/14/26	CL12235			
26-00849	2	PRECIO10	PRECISION MECHANICAL SERVICES	AIR CONDITIONING INSPECT-SERV	\$1,137.44	P 28264	04/13/26	04/13/26	04/14/26	SC-049-26-1			
26-00855	7	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$75.00	P 28252	04/13/26	04/13/26	04/14/26	2655			
26-00915	1	STRIP005	BRITE STRIPE	STRIPING AT DISTRICT COURT	\$650.00	P 28301	04/24/26	04/24/26	04/24/26	EG2600			
					\$8,416.87								

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description											
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
01-410-5300			POLICE GEN.EXPENSE										
26-00830	1	WESTT010	WESTTOWN-EAST GOSHEN POLICE	MAY 2026 CONTRIBUTION	\$403,203.36	P 28275	04/13/26	04/13/26	04/14/26	050126			
01-410-5400			S.P.C.A. CONTRACT										
26-00853	1	SPCA0005	BRANDYWINE VALLEY SPCA	STRAY/PICKUP ACTIV. MARCH 2026	\$281.20	P 28268	04/13/26	04/13/26	04/14/26	MARCH26-07			
01-411-5000			CONTRIB. TO VOL. FIRE CO.										
26-00961	1	GOODF005	GOOD FELLOWSHIP CLUB OF CC,INC	2026 ANNUAL CONTRIBUTION PYMT1	\$41,710.08	P 28309	04/29/26	04/29/26	04/29/26	#1EGOSHENCONT			
01-411-6000			VOLUNTEER FIREFIGHTER WORKERS COMP										
26-00832	1	STATE005	STATE WORKERS INSURANCE FUND	POLICY# 05918452 INSTL 4 OF 10	\$3,334.00	P 28269	04/13/26	04/13/26	04/14/26	040126			
01-413-3130			ENGINEERING SERVICES										
26-00938	1	ARROC005	ARRO CONSULTING INC.	PROF SERVICES THRU 040326	\$7,066.83	P 28279	04/24/26	04/24/26	04/24/26	0118741			
01-413-3840			RENTAL OF EQUIP. -CODES										
26-00793	2	GREAT010	GREAT AMERICA FINANCIAL SERVIC	APRIL 2026 LANIER & RICOH	\$116.00	P 639	04/10/26	04/10/26	04/10/26	41597664			
01-414-3110			LEGAL - CODES										
26-00824	1	PC000005	LAMB MCERLANE PC	LEGAL SERV MARCH 2026 ZONING	\$350.00	P 28261	04/13/26	04/13/26	04/14/26	396294			
01-430-2320			VEHICLE OPERATION - FUEL										
26-00877	1	RHOAD010	RHOADS ENERGY	158.2 GALS GASOLINE	\$527.04	P 644	04/15/26	04/15/26	04/15/26	24864513			
26-00878	1	RHOAD010	RHOADS ENERGY	708.9 GALS DIESEL	\$3,454.82	P 644	04/15/26	04/15/26	04/15/26	24864580			
26-00892	1	RHOAD010	RHOADS ENERGY	580.6 GALS DIESEL	\$2,437.65	P 647	04/22/26	04/22/26	04/22/26	24898618			
26-00896	1	RHOAD010	RHOADS ENERGY	173.2 GALS GASOLINE	\$577.88	P 647	04/22/26	04/22/26	04/22/26	24898273			
					\$6,997.39								
01-430-2325			MAINTENANCE AND REPAIRS - FUEL TANK										
26-00864	1	HAFER005	HAFER PETROLEUM EQUIPMENT	FUEL PUMP FILTER CHANGE & CLEA	\$401.93	P 28248	04/14/26	04/14/26	04/14/26	26962			
01-430-2330			VEHICLE MAINT AND REPAIR										
26-00833	1	FOLEY005	FOLEY INC.	BRUSH BANDIT VARIOUS FILTERS	\$376.65	P 28244	04/13/26	04/13/26	04/14/26	INV0770158			
26-00836	1	HUNTE005	HUNTER KEYSTONE PETERBILT L.P.	DRUM BRAKE, REMAN SHOE KITS	\$917.02	P 28251	04/13/26	04/13/26	04/14/26	Y201191694:01			

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description										
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type	
01-430-2330			VEHICLE MAINT AND REPAIR	Account Continued								
26-00837	1	HUNTE005	HUNTER KEYSTONE PETERBILT L.P.	TK 48 KIT- MINOR OVERHAUL BK	\$52.06	P	28251 04/13/26	04/13/26	04/14/26	Y201192253:01		
26-00838	1	HUNTE005	HUNTER KEYSTONE PETERBILT L.P.	LAMP- DRL, LED	\$323.76	P	28251 04/13/26	04/13/26	04/14/26	Y201194617:01		
26-00842	1	LITTL005	LITTLE INC., ROBERT E.	FILE GUIDE, WOODCUTTER BAR & C	\$186.12	P	28256 04/13/26	04/13/26	04/14/26	03-1249787		
26-00846	1	KEENC005	KEEN COMPRESSED GAS COMPANY	VARIOUS GAS CYLINDERS	\$91.56	P	28253 04/13/26	04/13/26	04/14/26	0083573241		
26-00847	1	ASSOC005	ASSOCIATED TRUCK PARTS	ADHF CARTRIDGE, STREET ELBOW	\$216.22	P	28238 04/13/26	04/13/26	04/14/26	07P21834		
26-00851	1	KENTA005	KENT AUTOMOTIVE	316SS HEX CAP SCREWS	\$103.49	P	28254 04/13/26	04/13/26	04/14/26	9313353962		
26-00856	1	BRIAN005	BRIAN HOSKINS FORD	TK # 10 END- SPINDLE & NUT	\$191.64	P	28239 04/13/26	04/13/26	04/14/26	174194		
26-00857	1	FREDB005	FRED BEANS FORD LINCOLN OF WC	TK #10 PERFORM WHEEL ALIGNMENT	\$211.95	P	28245 04/13/26	04/13/26	04/14/26	210847		
26-00858	1	NAPAA005	NAPA AUTO PARTS #38807306	SPARK PLUGS, SPOUT, LI BATT	\$264.34	P	28257 04/13/26	04/13/26	04/14/26	368672		
26-00858	2	NAPAA005	NAPA AUTO PARTS #38807306	CRC MULTI- PURPOSE	\$80.28	P	28257 04/13/26	04/13/26	04/14/26	369195		
26-00858	3	NAPAA005	NAPA AUTO PARTS #38807306	NAPA DIESEL EXHAUST FLUID	\$588.96	P	28257 04/13/26	04/13/26	04/14/26	369345		
26-00858	4	NAPAA005	NAPA AUTO PARTS #38807306	ODYSSEY EXTREME BATTERY	\$129.05	P	28257 04/13/26	04/13/26	04/14/26	369482		
26-00858	5	NAPAA005	NAPA AUTO PARTS #38807306	BATTERY, CORE DEP, FILTERS	\$415.75	P	28257 04/13/26	04/13/26	04/14/26	369814		
26-00858	6	NAPAA005	NAPA AUTO PARTS #38807306	CHAINSAW- PREMIX 5 GAL, FUNNEL	\$638.78	P	28257 04/13/26	04/13/26	04/14/26	371100		
26-00858	7	NAPAA005	NAPA AUTO PARTS #38807306	SWEEPER- AIR,OIL,FUEL FILTERS	\$862.67	P	28257 04/13/26	04/13/26	04/14/26	371853		
26-00858	8	NAPAA005	NAPA AUTO PARTS #38807306	ENGINE OIL	\$92.76	P	28257 04/13/26	04/13/26	04/14/26	372473		
26-00858	9	NAPAA005	NAPA AUTO PARTS #38807306	JB WELD KWIK WELD	\$8.17	P	28257 04/13/26	04/13/26	04/14/26	372634		
26-00858	10	NAPAA005	NAPA AUTO PARTS #38807306	EXPLORER-HICHBALL, BLLMOUNT	\$404.35	P	28257 04/13/26	04/13/26	04/14/26	372749		
26-00858	11	NAPAA005	NAPA AUTO PARTS #38807306	MOWER BLADES	\$592.35	P	28257 04/13/26	04/13/26	04/14/26	373892		
26-00858	12	NAPAA005	NAPA AUTO PARTS #38807306	HITCH ADAPTER	\$13.48	P	28257 04/13/26	04/13/26	04/14/26	373974		
26-00858	13	NAPAA005	NAPA AUTO PARTS #38807306	RUBBER PLUG, GREASE CAP	\$6.84	P	28257 04/13/26	04/13/26	04/14/26	374113		
26-00861	1	HODGS005	HODGSON'S AUTOMOTIVE INC.	2019 FORD EXPLORER EMISSIONS I	\$32.47	P	28250 04/14/26	04/14/26	04/14/26	99129		
26-00862	1	HODGS005	HODGSON'S AUTOMOTIVE INC.	2012 FORD ESCAPE EMISSIONS INS	\$32.70	P	28250 04/14/26	04/14/26	04/14/26	99188		
26-00863	1	HODGS005	HODGSON'S AUTOMOTIVE INC.	2023 FORD F150 EMISSIONS INSP	\$32.70	P	28250 04/14/26	04/14/26	04/14/26	99408		
26-00916	1	GOLDE005	GOLDEN EQUIPMENT COMPANY, INC	BAH RED BROOM W/ HUB,GB WIRE S	\$1,162.98	P	28290 04/24/26	04/24/26	04/24/26	267419		
26-00917	1	EAGLE025	EAGLE POWER & EQUIPMENT	(2) OIL HYTRAN	\$285.00	P	28287 04/24/26	04/24/26	04/24/26	P31100		
26-00922	1	EAGLE025	EAGLE POWER & EQUIPMENT	BELT, V-BELT, PAD, STABILIZER	\$740.76	P	28287 04/24/26	04/24/26	04/24/26	P31085		
26-00927	1	KENTA005	KENT AUTOMOTIVE	SS TORQUE HOSE CLAMP,GRINDING	\$1,228.57	P	28296 04/24/26	04/24/26	04/24/26	11571786		
26-00943	1	BHTUB010	BH TUBES	TK # 45 SS LOWE COOLANT TUBE	\$353.36	P	28280 04/24/26	04/24/26	04/24/26	48674		
26-00944	1	BHTUB010	BH TUBES	SHOP-SS LOWER COOLANT TUBE	\$354.03	P	28280 04/24/26	04/24/26	04/24/26	49214		
26-00956	1	EAGLE025	EAGLE POWER & EQUIPMENT	BACKHOE- FILTERS, BREATHER	\$614.25	P	28306 04/29/26	04/29/26	04/29/26	P31153		
26-00962	2	AGIND005	AG-INDUSTRIAL INC	PAN WELDMEN, BLADE,HYD CYL 2.5	\$1,566.00	P	28303 04/29/26	04/29/26	04/29/26	IN12406		
					\$13,171.07							

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description											
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
01-437-2460			GENERAL EXPENSE - SHOP	Account Continued									
26-00825	1	VAZQU005	VAZQUEZ, JUAN MARTINEZ	SPACKLE & PAINT-KEVIN & VIN OF	\$360.00	P	28272	04/13/26	04/13/26	04/14/26	040726		
26-00829	1	COMPAA005	COMPASS HARDWOODS LLC	PLYWOOD & WOOD FOR VARIOUS JOBS	\$1,329.38	P	28241	04/13/26	04/13/26	04/14/26	16229		
26-00834	1	RICCI010	RICCIARDI BROTHERS OLD CITY PA	GF WATER WOOD STAIN & TACK CLO	\$52.53	P	28265	04/13/26	04/13/26	04/14/26	114885		
					\$1,741.91								
01-438-2450			MATERIALS & SUPPLIES-HIGHWAYS										
26-00904	1	HIGHW005	HEIDELBERG MATERIALS	2.02 TON 9.5MM 0.3<30 20R H PG	\$142.71	P	28294	04/23/26	04/23/26	04/24/26	4821137		
26-00918	2	FISHE005	FISHER & SON COMPANY INC	6BGS BUILDERS MIX/THROW & GROW	\$237.00	P	28288	04/24/26	04/24/26	04/24/26	297856-IN		
		Tracking Id: LIQFUEL		LIQUID FUEL PURCHASES									
26-00920	1	HIGHW005	HEIDELBERG MATERIALS	2.09 TON 19MM 0.3<30 20R B PG6	\$133.24	P	28294	04/24/26	04/24/26	04/24/26	4818324		
		Tracking Id: LIQFUEL		LIQUID FUEL PURCHASES									
					\$512.95								
01-438-2460			TREE REMOVAL										
26-00839	1	ORNER005	ORNER, TRAVIS	REMOVE (2) MAPLE TREES 34& 72"	\$6,875.00	P	28259	04/13/26	04/13/26	04/14/26	1888		
		Tracking Id: LIQFUEL		LIQUID FUEL PURCHASES									
01-438-3840			EQUIPMENT RENTAL										
26-00835	1	FOLEY005	FOLEY INC.	CAT CS10GC DRIVE PWR & ACCEL S	\$5,325.00	P	28244	04/13/26	04/13/26	04/14/26	INV0771102		
		Tracking Id: LIQFUEL		LIQUID FUEL PURCHASES									
01-452-3204			COMMUNITY DAY										
26-00911	1	COLON010	COLONIAL PENNSYLV FARMSTEAD	AMERICAN 250 QUILL WRITING	\$350.00	P	28285	04/24/26	04/24/26	04/24/26	1867		
26-00912	1	GREAS005	GREASEBAND, INC	BAND FOR AMERICA 250-GREASEBAN	\$4,000.00	P	28292	04/24/26	04/24/26	04/24/26	2011		
26-00936	1	CHEST140	CHESTER COUNTY HISTORY CENTER	SPY DAY PROGRAM 060626	\$400.00	P	28283	04/24/26	04/24/26	04/24/26	060626		
26-00939	1	CELEB005	CELEBRATION FIREWORKS, INC	DRONE SHOW & FIREWORKS DISPLAY	\$4,750.00	P	28281	04/24/26	04/24/26	04/24/26	7166		
26-00963	1	FLAGS005	BRANDYWINE FLAGS	FLAGS FOR AMERICA 250	\$954.00	P	28308	04/29/26	04/29/26	04/29/26	8332		
					\$10,454.00								
01-452-3505			GOLF DAY - APPLEBROOK										
26-00953	1	APPLE005	APPLEBROOK GOLF CLUB	GOLF OUTING 050426- 8 W/CADDIE	\$1,640.00	P	28304	04/29/26	04/29/26	04/29/26	042926		
01-452-3710			ZUMBA										
26-00826	1	NELSO005	NELSON, PAMELA	ZUMBA INSTR REG 2/20-4/9/26	\$839.80	P	28258	04/13/26	04/13/26	04/14/26	040926		

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description											
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
01-462-3100			PROFESSIONAL SERVICES										
26-00855	11	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$75.00	P 28252	04/13/26	04/13/26	04/14/26	2655			
01-483-5315			PENSION - DC NON-UNIFORM										
26-00797	1	CHARL010	CHARLES SCHWAB FBO 7232-2184	APRIL 2026 FBO 7232-2184	\$21,561.00	P 641	04/10/26	04/10/26	04/10/26	040126			
01-486-1560			HEALTH,ACCID. & LIFE										
26-00882	1	DELAW040	DELAWARE VALLEY HEALTH TRUST	APR 2026 PREMIUM MED & DENTAL	\$87,641.80	P 644	04/17/26	04/17/26	04/17/26	55560			
01-486-3500			INSURANCE COVERAGE -PREM.										
26-00951	1	TRAVE005	TRAVELERS	FIDUCIARY INS 4/20/26- 4/20/27	\$3,090.00	P 28302	04/24/26	04/24/26	04/24/26	040926			
01-487-1910			UNIFORMS										
26-00811	1	GRAPH005	GRAPHIC IMPRESSIONS OF AMERICA	PUBLIC WORKS TSHIRTS, LS SHIRT	\$890.70	P 28247	04/13/26	04/13/26	04/14/26	26-7159			
26-00845	1	THINL005	THIN LINE THREADS	CARHARTT PANTS &LS SHIRTS- MAT	\$819.00	P 28270	04/13/26	04/13/26	04/14/26	16710			
					\$1,709.70								
Fund Total:					\$676,392.52								
03-430-7400			CAPITAL REPLACEMENT - HWY EQUIP										
26-00818	1	BRIAN005	BRIAN HOSKINS FORD	2026 FORD F350 VIN # D78086	\$74,931.06	P 1692	04/13/26	04/13/26	04/14/26	119994			
26-00921	1	TONYS005	TONY'S EMERGENCY SERVICES	TK#11 EQUIP FOR FUTURE INSTALL	\$6,052.00	P 1694	04/24/26	04/24/26	04/24/26	1510			
Tracking Id: LIQFUEL LIQUID FUEL PURCHASES					\$80,983.06								
03-454-7400			CAPITAL REPLACEMENT - PARK & REC										
26-00919	1	GRAVE005	DUNRITE SAND & GRAVEL	97.63 TONS BAR SAND	\$878.67	P 1693	04/24/26	04/24/26	04/24/26	66312			
Fund Total:					\$81,861.73								

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description										
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type	
05-420-3600			C.C. METERS - UTILITIES									
26-00795	2	PECO0005	PECO - 0435930100	0435930100 1/29- 2/27/26SUMMAR	\$6.05	P 653	04/10/26	04/10/26	04/10/26	031326		
26-00795	3	PECO0005	PECO - 0435930100	0435930100 1/29- 2/27/26SUMMAR	\$6.05	P 653	04/10/26	04/10/26	04/10/26	031326		
26-00799	1	PECO5005	PECO - 8279183000	8279183000 2/27-3/30 0 PAOLI P	\$6.05	P 654	04/10/26	04/10/26	04/10/26	033126- 0 PAOLI		
26-00805	1	PECO1005	PECO - 1850703000	1850703000 2/27-3/30 WILSON AI	\$6.05	P 659	04/10/26	04/10/26	04/10/26	033126- WILSON		
26-00906	1	AQUAP015	AQUA PA 05	300141 0300141 3/16- 4/16 GH	\$24.06	P 6575	04/23/26	04/23/26	04/24/26	042026 GH		
					\$48.26							
05-420-3602			C.C. COLLECTION -UTILITIES									
26-00795	4	PECO0005	PECO - 0435930100	0435930100 1/29- 2/27/26SUMMAR	\$6.05	P 653	04/10/26	04/10/26	04/10/26	031326		
26-00795	6	PECO0005	PECO - 0435930100	0435930100 1/29- 2/27/26SUMMAR	\$596.42	P 653	04/10/26	04/10/26	04/10/26	031326		
26-00795	7	PECO0005	PECO - 0435930100	0435930100 1/29- 2/27/26SUMMAR	\$13.95	P 653	04/10/26	04/10/26	04/10/26	031326		
26-00801	1	PECO6005	PECO - 6488315000	6488315000 2/27-3/30 WILSON BO	\$6.05	P 655	04/10/26	04/10/26	04/10/26	033126- WILSONB		
26-00802	1	PECO4010	PECO - 4541956000	4541956000 2/27-3/30 WESTTOWN	\$13.97	P 656	04/10/26	04/10/26	04/10/26	033126- WESTTWN		
26-00803	1	PECO6010	PECO - 6928226000	6928226000 2/27-3/30 GREENHILL	\$606.54	P 657	04/10/26	04/10/26	04/10/26	033126-GREENHIL		
26-00873	1	COMCA040	COMCAST 8499-10-085-0054593	0054593 3/28-4/27/26 HERSHEY	\$258.91	P 981	04/15/26	04/15/26	04/15/26	032326		
					\$1,501.89							
05-420-3603			ASHBRIDGE - UTILITIES RECHARGE									
26-00872	1	COMCA035	COMCAST 8499-10-109-0165934	0165934 3/28-4/27/26 ASHBRIDGE	\$259.02	P 980	04/15/26	04/15/26	04/15/26	032326		
26-00887	1	PECO0040	PECO - 2270574000	2270574000 3/6-4/4/26 WYLLPENN	\$466.78	P 660	04/17/26	04/17/26	04/17/26	040826		
					\$725.80							
05-420-3604			MILL VAL./BARKWAY UTILITIES									
26-00795	1	PECO0005	PECO - 0435930100	0435930100 1/29- 2/27/26SUMMAR	\$500.39	P 653	04/10/26	04/10/26	04/10/26	031326		
26-00804	1	PECO5010	PECO - 5705362222	5705362222 2/27-3/30 BARKWAY	\$435.22	P 658	04/10/26	04/10/26	04/10/26	033126-BARKWAY		
26-00874	1	COMCA030	COMCAST 8499-10-085-0054585	0054585 3/28-4/27/26 BARKWAY	\$258.91	P 979	04/15/26	04/15/26	04/15/26	032326		
26-00907	1	AQUAP015	AQUA PA 05	363541 0357724 3/16- 4/16 BK	\$24.06	P 6575	04/24/26	04/24/26	04/24/26	042026 BK		
					\$1,218.58							
05-420-3705			ASHBRIDGE-MAINT.&REPR									
26-00855	5	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$25.00	P 6570	04/13/26	04/13/26	04/14/26	2655		
05-420-3706			BARKWAY -MAINT.& REPR.									
26-00855	1	JASPE005	JASPER PEST CONTOL, LLC	PEST CONTROL MARCH 2026	\$25.00	P 6570	04/13/26	04/13/26	04/14/26	2655		

East Goshen Township
Purchase Order Listing By Expenditure Account

Expenditure Account		Description											
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
06-427-4504			RECYCLING FEES	Account Continued									
26-00854	1	TOTAL010	TOTAL RECYCLE INC.	RECYCLING FEES MARCH 2026	\$4,446.79	P 947	04/13/26	04/13/26	04/14/26	18600			
			Fund Total:		\$28,377.65								
07-424-3130			ENGINEERING SERVICES										
26-00867	1	PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 032226 2026 GEN SERV	\$9,700.25	P 3591	04/14/26	04/14/26	04/14/26	1319280			
07-424-3140			LEGAL SERVICES										
26-00868	1	HALST005	GAWTHROP GREENWOOD & HALSTED	LEGAL SERV MARCH 2026 GEN AUTH	\$338.10	P 3590	04/14/26	04/14/26	04/14/26	222091490			
07-424-3705			HUNT COUNTY ENGINEERING										
26-00865	1	PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 032226 HUNT CTRY PUM	\$15,658.75	P 3591	04/14/26	04/14/26	04/14/26	1319278			
07-429-1505			RCSTP CAPITAL										
26-00819	1	XYLEM010	XYLEM WATER SOLUTION USA, INC	SLUDGE PUMP REPAIR-FLYGT Z3-TP	\$8,284.70	P 3589	04/13/26	04/13/26	04/14/26	3556E14139			
07-429-3700			CHESTER CREEK CAPITAL										
26-00866	1	PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 032226 WATERVIEW PIP	\$7,608.50	P 3591	04/14/26	04/14/26	04/14/26	1319279			
			Fund Total:		\$41,590.30								
<hr/>													
Total Charged Lines:	216	Total List Amount:		\$996,079.67	Total Void Amount:		\$0.00						

East Goshen Township
Purchase Order Listing By Expenditure Account

Totals by Year-Fund						
Fund Description	Fund	Expend Total	DEBT SERVICE	CREDIT CARD	ACH	REVISED TOTAL
	6-01	\$676,392.52	64,200.00	9,764.29	305.75	750,662.56
	6-03	\$81,861.73		350.00	115.00	82,326.73
	6-05	\$167,857.47	42,261.75		115.00	210,234.22
	6-06	\$28,377.65			57.50	28,435.15
	6-07	\$41,590.30				41,590.30
Total Of All Funds:		<u>\$996,079.67</u>				1,113,248.96
Less Municipal Authority:		-41,590.30				-41,590.30

Total Board Approval:

\$1,071,658.66

ACH DEBITS TO GENERAL FUNDS

EXPENSE REPORT

Attachment 2 OF 2

Meeting Date

5/5/2026

3/1/2026- 3/31/2026

<u>Fund</u>	<u>Fee Charged</u>	<u>Name</u>	<u>Month Covered</u>	<u>Description</u>
01 GENERAL FUND	18.25 <u>287.50</u>	MERCH BNKCD FEES M&T MONTHLY FEE	March 2026 March 2026	CRED.CARD BANK CHARGES POSITIVE PAY & ACH MONITOR
				\$305.75
03 CAPITAL RESERVE	115.00 <u>115.00</u>	M&T MONTHLY FEE	March 2026	POSITIVE PAY & ACH MONITOR
				\$115.00
05 SEWER FUND	115.00 <u>115.00</u>	M&T MONTHLY FEE	March 2026	POSITIVE PAY & ACH MONITOR
				\$115.00
06 REFUSE FUND	57.50 <u>57.50</u>	M&T MONTHLY FEE	March 2026	POSITIVE PAY & ACH MONITOR
				\$57.50
	TOTAL			\$593.25

EAST GOSHEN TOWNSHIP
MONTHLY DEBT PAYMENT BREAKDOWN
April 27, 2026

GENERAL FUND:

Interest rate	Interest payment	Principal payment	Year of Issuance	Loan Description	Original loan amount	Remaining Principal	Retirement Date
	\$0.00	\$0.00	2003	Multi purpose 9 projects	\$5,500,000.00	\$0.00	2023
2.7%	\$64,200.00	\$0.00	2017	G Playground , Dams, & Paoli Pike Trail	\$5,310,000.00	\$4,630,000.00	2037

SEWER FUND:

Interest rate	Interest payment	Principal payment	Year of Issuance	Loan Description	Original loan amount	Remaining Principal	Retirement Date
4.0%	\$12,338.70	\$0.00	2008	RCSTP Expansion	9,500,000.00	\$3,739,000.00	2032
3.1%	\$3,028.67	\$0.00	2013	Diversion Projects	2,500,000.00	\$1,192,000.00	2033
2.7%	\$26,894.38	\$0.00	2017	S West Goshen STP	2,840,000.00	\$1,940,000.00	2037

4/1/2026

PLGIT 1107.1010

DATE	DESCRIPTION	TOTAL
	DEREK DAVIS	
3/1/2026	CC CANVA- YEARLY SUBSCRIPTION FOR GRAPHIC DESIGN PROGRAM- DESIGN BANNER, ETC	120.00
3/2/2026	CC INDEED- FEBRUARY 2026 SPONSORED JOB AD- STAFF ACCOUNTANT/ PAYROLL	358.42
3/3/2026	CC LINKEDIN JOB- STAFF ACCOUNTANT/ PAYROLL JOB AD	50.00
3/6/2026	CC MICROSOFT.COM-MICROSOFT SUBSCRIPTION FOR MULTIPLE PEOPLE- MONTHLY- 3/5/2026- 4/4/2026	590.79
3/10/2026	CC AMAZON.COM- WHITE PERMANENT VINYL FOR AMERICA 250	7.59
3/11/2026	CC AMAZON.COM- CORK BULLETIN BOARD FOR OFFICE STAFF	29.24
3/19/2026	CC PSATS- CONFERENCE CANCELLATON FOR K. BROPHY	-149.00
3/27/2026	CC AMAZON.COM- BINDERS AND WHITE BOARD MARKERS	65.60
		\$1,072.64

MARK MILLER		
2/28/2026	CC FBB KINGSIZE TEL ORD- BOOTS FOR PUBLIC WORKS	133.88
3/2/2026	CC AMAZON.COM- VISORS FOR TK # 4 & EXPLORER	85.68
3/5/2026	CC AMAZON.COM- TRUCK # 6 FOG LIGHTS	68.98
3/5/2026	CC CONESTOGA WOODWORKING- 36" TABLE EXTENSIONFOR THE TABLE SAW	571.21
3/8/2026	CC AMAZON.COM- HITCH AND HARNESS FOR WHITE EXPLORER	235.53
3/9/2026	CC SP EPASALES- RING LOCK REDUCER FOR VAC TRUCK	285.69
3/13/2026	CC AMAZON.COM- MORE RAM FOR MARK'S COMPUTER FOR CAMERAS AND PHONE CASES FOR PW	283.32
3/13/2026	CC ATT RETAIL ARC- IPHONE SCREEN PROTECTORS AND OTTERBOX PHONE CASES FOR PW	96.46
3/15/2026	CC APPLE.COM- ICLOUD CHAS LINDER FOR MARCH 2026	0.99
3/16/2026	CC ERNST CONSERVATION SEED- NORTHEAST SOLAR POLLINATOR MIX- WILDFLOWER SEEDS FOR PARKS	687.15
3/16/2026	CC CABELAS ONLINE- WORK BOOTS FOR MATT MATTSON IN PW	159.99
3/16/2026	CC AMAZON.COM- 3M PELTOR WS LITECOM PRO III HEADSET HEADBAND FOR PW	1,086.63
3/17/2026	CC AMAZON.COM- NAME PLATE FOR MATT MATTSON'S LOCKER IN PW	10.48
3/19/2026	CC EBAY.COM- HIGH WATER TRUCK DOOR HANDLE LOCK LINKAGE ROD CLIP	37.22
3/19/2026	CC EBAY.COM- HIGH WATER TRUCK DOOR HANDLE	199.99
3/20/2026	CC AMAZON.COM- SHOP GARAGE- SCREWS AND HANGINF FILE FOLDER TABS	28.49
3/23/2026	CC SQ JSR DETAILING- 2026 FORD F350 VEHICLE WINDOW TINT & BROW	350.00
3/24/2026	CC AMAZON.COM- (2) IPHONE CASES FOR PW	39.67
3/24/2026	CC AMAZON.COM- SEAT COVERS FOR TRUCK	341.27
3/24/2026	CC EBAY.COM- HIGH WATER TRUCK DOOR HANDLE LOCK LINKAGE ROD CLIP	37.22
3/25/2026	CC APPLE.COM- ICLOUD EDWARD (DUSTY) KILGORE FOR MARCH 2026	0.99
3/25/2026	CC APPLE.COM- ICLOUD MARK MILLER FOR MARCH 2026	0.99
3/26/2026	CC AMAZON.COM- (1) IPHONE CASE FOR M.MILLER	16.10
		\$4,757.93

JASON LANG		
3/1/2026	CC OTC BRANDS- 3000 PCS CLASSIC CANDY ASSORTMENT FOR RGG HUNT	169.98
3/2/2026	CC GIANT- SUPPLIES FOR EGG HUNT	6.99
3/2/2026	CC OTC BRANDS- SUPPLIES FOR EGG HUNT	59.84
3/2/2026	CC OTC BRANDS- SUPPLIES FOR EGG HUNT	163.56
3/4/2026	CC IDENTOGO- FBI FEDERAL FINGERPRINTING CLEARANCE	25.95
3/5/2026	CC USHR FLAGS SALES- FLAGS FOR AMERICA 250	74.30
3/10/2026	CC NETFLIX, INC- GENERAL EXP SENIOR BOOK CLUB	8.47
3/10/2026	CC PAYPAL NOAHS4- NED HECTOR PRESENTATION 022526 AND 050326- REFUNDED	-800.00
3/11/2026	CC AMAZON.COM - EASTER STICKERS FOR EGG HUNT	22.29
3/11/2026	CC AMAZON.COM - 6PCS BASEBALL DIG OUT TOOL FOR BALL FIELDS	31.99
3/11/2026	CC IN GSP SIGNS & BANNER- PICKLEBALL COURT SINAGE	63.60
3/14/2026	CC AMAZON.COM - (2) FEATHER FLAG STAND BASE & WEIGHT BAG, 24 PK MINI STAR TOPHY AWARDS FOR SUMMER CAMP	130.91
3/16/2026	CC GIANT- SUPPLIES FOR EGG HUNT	28.59
3/16/2026	CC TARGET- CANDY AND SUPPLIES FOR EGG HUNT	208.91
3/19/2026	CC AMAZON.COM - 20 PCS PAINT BRUSH SET FOR SUMMER CAMP	5.99
3/19/2026	CC AMAZON.COM - SOCCER CONES, 60"X50' BURLAP FABRIC ROLL FOR SUMMER CAMP	95.98
3/19/2026	CC IN GSP SIGNS & BANNER- AMERICA 250 SINAGE	545.00
3/19/2026	CC COLONIAL PA FARMSTEAD- QUILL WRITING DEPOSIT FOR AMERICA 250	50.00
3/19/2026	CC MALVERN RENTALS- PIPE AND DRAPE RENTAL DEPOSIT FOR AMERICA 250	50.00
3/19/2026	CC PENNSYLVANIA RECREATION- PRPS CONFERENCE & EXPO FOR J.LANG	220.00
3/20/2026	CC AT NEAQUARIUM- AQUARIUM TIX FOR ICELAND TRIP TAKERS THST GOT STUCK IN BOSTON-REIMBURSE BY COLLETTE TRAY	159.80
3/22/2026	CC AMAZON.COM - DOUBLE TENNIS NET OUTDOOR HEAVY DUTY- REPLACEMENT NET FOR TENNIS COURT	197.10
3/23/2026	CC DOLLAR TREE- SUPPLIES FOR EGG HUNT	44.08
3/23/2026	CC GIANT- CANDY FOR EGG HUNT	58.36
3/24/2026	CC CKE ALESSANDROS PIZZA- PIZZA FOR AMPUTEE PING PONG	49.60
3/25/2026	CC ICESCULPTUREPHILLY.COM- ICE SCULPTURE FOR CATALINA WINE MIXER	337.50
3/25/2026	CC ACTIONTENTEVENT.MARQUE- TENT AND CHAIR RENTAL FOR CATALINA WINE MIXER	1,683.52
		\$3,692.31

ASHLEY NOWAK		
3/10/2026	CC CKE ALESSANDROS PIZZERIA- FOOD FOR ABC BIENNIAL PLANNING SESSION MEETING	568.98
3/10/2026	CC GIANT- DESSERTS AND DRINKS FOR ABC BIENNIAL PLANNING SESSION MEETING	79.45
3/17/2026	CC BUILDING AND FIRE CODE- UNDERSTANDING FIRE SPRINKLERS CLASS FOR D. BRADY CANCELLED CLASS- REFUNDED	-380.00
3/25/2026	CC PSATS- 2026 PAAZO SPRING SEMINAR- D. BRADY COULDN'T ATTEND- REFUNDED	-135.00
3/25/2026	CC WF WAYFAIR- SALES TAX REFUND	-17.22
		116.21
KELLY BROPHY		
3/23/2026	CC WWW.SPLASHTOP.COM- YEARLY RENEWAL UP TO 6 PEOPLE	475.20
		475.20
		GRAND TOTAL
		10,114.29

MEMO

Date: April 29, 2026

From: Derek Davis, Township Manager

To: Board of Supervisors

Re: Letter to Chester County Regarding Vision Partnership Program (VPP) Funding

As the board knows, we continue to explore our options for a *Comprehensive Plan* process which the township is due for given the length of time that has gone by since the last one.

For thirty years, Chester County's *Vision Partnership Program* had provided cash grants to municipalities to cover about half of the cost of a comprehensive plan process. The process involved the municipality picking a professional planner while the county would assist in oversight. The program was not funded at all in 2026 and the status for it in 2027 is still questionable.

Attached is a potential letter addressed to the County Commissioners expressing East Goshen's desire to see the program funded again.

DRAFT MOTION: Mr. Chair, I move we send the draft letter to the county commissioners expressing East Goshen's desire to see a reinstatement of the *Vision Partnership Program Cash Grants* in the 2027 budget and beyond.

April 28, 2026

Chester County Commissioners
313 West Market Street. Suite 6202
West Chester, PA 19380

Re: *Restoration of funding for the Visions Partnership Program*

Dear Commissioners,

We are writing today in support of a 2027 budget line-item that was not funded in 2026, but, which has in years past, been a vital program that ensures all municipalities in Chester County are able to work toward building our futures with common goals and ideas that will make this county flourish for generations to come.

For decades, the County's *Vision Partnership Program (VPP) Cash Grant* has been an essential resource for municipalities desiring to put their own efforts and hard-work into ensuring that they are not only in compliance with Commonwealth requirements, but also realizing that proper planning on the municipal level, in conjunction with a broader county vision, is paramount if we want Chester County to continue to have the high quality of life that we enjoy now in comparison to other regions.

East Goshen is currently ramping up our efforts to update our own Comprehensive Plan. This is a process and an undertaking we are being very thorough with and will leave no stone left unturned because, at the conclusion of such a process, we aspire to have a plan that can truly make our township a better place. We believe the best way to do that is through a competitive *Request for Proposal (RFP)* process wherein we would be able to select a professional planner that can best represent the community's vision for East Goshen's future.

We certainly understand and appreciate that the county does continue to offer other resources and technical assistance on planning projects through the County's *Planning Commission*. While we have no doubt about the high level of knowledge and practical experience on the county's staff, we also believe that the large number of jurisdictions within Chester County, coupled with the limited resources of county government, may put the *Planning Commission's* staff in difficult situations and will no doubt present long-term limitations in attempting to serve all the planning needs required for 73 jurisdictions.

Although any of these jurisdictions (including East Goshen) can still choose to fund planning projects on their own, the processes are not cheap and the *Vision Partnership Program* not only gave municipalities financial assistance, but also gave them a sense of security knowing that Chester County believed in what they were striving for, and, as the program showed in its very name, was a true “partner” in ensuring we are all rowing in the same direction for our collective futures.

Chester County deeply values the results that can be garnered from painstaking and meticulous comprehensive planning processes. This is self-evident by the work that was done with *Landscapes*, *Lanscapes2*, and *Landscapes3* over the past three decades. With this came a blueprint for how public infrastructure and resources can be properly directed to accommodate our communities’ needs and how they will evolve.

In summary, what we are asking for is that strong consideration be given to fully funding the *Vision Partnership Program (VPP) Cash Grant* for 2027 and beyond so that we can assist Chester County with that very same blueprint for years to come.

Sincerely,

MEMO

Date: April 29, 2026

From: Derek Davis, Township Manager

To: Board of Supervisors

Re: Solar Feasibility Assessment

As was laid out to the board at our last public meeting, *our Environmental & Sustainability Advisory Council (ESAC)* has been discussing the possibility of solar energy on the building here at the township complex.

Attached is the potential *Memorandum of Understanding (MoU)* with Pennsylvania Solar Center to conduct the Feasibility Study for East Goshen's township complex.

DRAFT MOTION: Mr. Chair, I move we authorize the Township Manager to sign the MoU with Pennsylvania Solar Center and to expend the \$200 for their fee.



MEMORANDUM OF UNDERSTANDING (MOU)

Between

and Pennsylvania Solar Center for partnership on the
GET SOLAR PROGRAM

This document describes the agreed-upon responsibilities and expectations between _____ [ENTITY], with offices located at _____, and Pennsylvania Solar Center [PA SOLAR], a nonprofit 501(c)(3) organization with offices located at 1435 Bedford Avenue, Suite 140, Pittsburgh, PA 15219 to collaborate on technical assistance through PA SOLAR's GET Solar Program [PROGRAM] to help ENTITY explore solar for use on ENTITY's own property(properties) located at: _____

Under this agreement, ENTITY and PA SOLAR mutually agree to:

- Collect and share relevant information between the organizations to enable PA SOLAR to create a well-informed estimate with the eventual goal to solicit proposals/bids from qualified solar developers for ENTITY that provides ENTITY the opportunity to make an educated decision about if, and how, they choose to move forward with a solar installation.
- Meet on a regular basis to review strategy and results.
- Work towards the goal of installing a minimum of one solar project on an ENTITY-owned property.
- Acknowledge that all materials, analyses, strategies, tools, or other information provided by PA SOLAR in connection with the PROGRAM are proprietary and may not be disclosed, reproduced, distributed, or used by ENTITY outside the scope of this agreement without the express written approval of PA SOLAR.

Under this agreement, ENTITY agrees to:

- Abide by the feasibility scope of work that is agreed upon at the beginning of the PROGRAM in the attached FEE SCHEDULE & SCOPE OF WORK.
- Provide PA SOLAR with all the documents necessary to create a complete and transparent feasibility analysis, including but not limited to electric bills, interval data, maps and surveys of land designated for ground mount systems, existing structural and electrical drawings for buildings, pictures of electrical service infrastructure.
- Provide PA SOLAR with either a decision to move forward into the financing and procurement phase with a selected financing and procurement strategy or with a NO GO decision within **two months** of receiving the final feasibility study from the GET Solar Team.
- Work solely within the GET Solar process to acquire feasibility studies, quotes, services, and eventually proposals/bids. If ENTITY chooses to get additional quotes or services outside of the feasibility process or solicit additional quotes or services beyond the GET Solar process, ENTITY chooses to do so without support from the GET Solar Team. At

that point, the GET Solar Team is under no obligation to continue providing support and assistance. PA SOLAR is committed to running a fair and feasibility study and procurement process with the ENTITY and with quality developers. This provision is necessary to preserve the integrity of the PROGRAM

- Communicate only with the GET Solar team and the ENTITY's staff about the feasibility process and not directly with developers during the feasibility process to preserve an unbiased and fair analysis and to assure a fair bidding process should ENTITY decided to move into that phase;
- Include mention of PA SOLAR and the GET SOLAR program involvement on all media and press communications, including social media and press releases for all solar projects that have materialized as result of the PROGRAM

Under this agreement, PA SOLAR agrees to:

- Meet virtually with ENTITY to explain benefits of going solar and the PROGRAM process and fees, to gather needed information and documentation to complete an accurate feasibility study, and to provide guidance to ENTITY about the benefits and obstacles of going solar at each of ENTITY's identified property locations.
 - Complete a preliminary solar feasibility and cashflow analysis for each potential solar property identified above **within 10 to 15 business days** of receiving all relevant information, depending on the complexity of the project.
 - There may be instances where PA SOLAR must delay the start of work on feasibility analyses due to staffing, holidays, current workload, unforeseen circumstances, etc. During these situations, PA SOLAR will communicate delays with ENTITY proactively and provide new timelines within reason.
 - Analyses will include:
 - solar production and potential solar layout
 - the cost to purchase the solar system
 - savings and return on investment over the first 25 years of the solar generation
 - cost of not going solar over the next 25 years
 - cash flow that incorporates operation and maintenance costs, inverter replacement, and estimated SREC income, available tax credits, grants, loans, or refunds available from the federal government, state, or other sources, and other relevant financing opportunities as known by PA SOLAR
 - Be available virtually to discuss the findings of the feasibility and financial analysis and recommendations to move forward within one week of completing the analysis
 - Provide ENTITY with regular updates on the progress of projects and report on the activities and results until the end of the agreement term.
 - Review the bidding/RFP process, if appropriate, for ENTITY to secure qualified bids from solar industry developers
 - Review all potential financing options with ENTITY
 - Provide communications support via PA SOLAR communications consultant as approved by PA SOLAR
- Obtain prior approval from ENTITY when using ENTITY'S name on any public or media communications that reference the involvement of the PROGRAM for which PA SOLAR may be involved to provide technical assistance.

Scope of this agreement:

This agreement is inclusive of a feasibility study and cashflow estimates only, and does not include an RFP or bidding process, which would necessitate an additional agreement and possibly additional fees, if ENTITY chooses to proceed with that process. Those fees may include a flat fee to PA Solar from the ENTITY to run an RFP/bid process and/or a solar developer fee which would be assessed on final signed contracts for projects that were the result of the PROGRAM. If included, the developer fee is required of the developer who bids and wins the project, not the ENTITY. The fee is typically assessed based on the size of the project (e.g., \$0.025 per watt of solar capacity).

In addition, PA SOLAR CENTER will provide its best understanding of relevant laws and regulations; however, ENTITY understands that the PA SOLAR CENTER does not provide legal, tax, or accounting services or advice and that if desired, ENTITY will seek out those and other professional services to verify compliance with relevant laws.

Fees:

PA SOLAR will invoice ENTITY \$ 200.00 for feasibility analysis and cash flow estimating services. Payment is due 30 days after receiving the invoice; however, feasibility analysis cannot begin until the fee is paid. PA SOLAR offers below industry-standard pricing by subsidizing fees with grant funding. PA SOLAR may consider further subsidy based on tax-exempt status, low-income/under-resourced geographies, community benefit, or other factors.

Agreement Term:

This agreement applies to the project(s) identified above and shall remain in effect until the project(s) is (are) either completed, terminated by either party, or designated as inactive by PA SOLAR, at which point this MOU will be considered void. If the ENTITY wishes to reengage in the PROGRAM after a project is deemed inactive or wishes to significantly amend the original scope of the project, a new agreement must be executed, which may incur additional fees.

Termination:

This MOU may be modified, amended, or extended upon the agreement of all parties hereto. Failure to honor any of the obligations stated above may also result in the termination of this Agreement by either party. The terms of the MOU may be terminated by either party with 30 days' notice in writing.

ENTITY

SIGNATURE

NAME

TITLE AND ORGANIZATION

DATE

PENNSYLVANIA SOLAR CENTER

SIGNATURE

NAME

TITLE AND ORGANIZATION

DATE

**EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026 – 07

**A RESOLUTION TO ADOPT THE 2026 “MAYORS’ MONARCH PLEDGE”
OF THE NATIONAL WILDLIFE FEDERATION (NWF)**

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, both the western and eastern monarch populations have experienced significant declines due to degradation and loss of summer breeding habitat in the U.S. and loss of winter habitat in south-central Mexico and coastal California; and

WHEREAS, American cities, towns, and counties can play a critical role to help save the monarch butterfly from extinction by: 1) providing habitat at public parks, median strips, community gardens, and municipal buildings like recreation centers and libraries; 2) sponsoring events such as community workshops, native plant giveaways, and monarch festivals; and 3) educating residents about the cultural significance of monarchs and how to create habitat; and

WHEREAS, East Goshen Township has already taken steps to expand native-plant gardens in public spaces and has ample public space to expand monarch habitat incrementally; and

WHEREAS, neighboring communities in southeastern Pennsylvania have adopted the Mayors’ Monarch Pledge for the past several years.

BE IT RESOLVED THAT the Board of Supervisors of the Township of East Goshen hereby adopts the National Wildlife Federation’s “Mayors’ Monarch Pledge” for 2026, authorizes East Goshen’s Environmental and Sustainability Advisory Council (ESAC) to submit this pledge to the NWF on the Township’s behalf, and authorizes ESAC to organize events and community education programs, subject to the approval of the Board of Supervisors, in furtherance of Pledge objectives.

RESOLVED AND ENACTED this 5th day of May, 2026.

**BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP**

Cody Bright, Chair

Barbara Emery, Vice Chair

Ann Duffield, Member

Peter Hicks, Member

Larry Massaro, Member

ATTEST:

Derek J. Davis, Secretary



**NATIONAL
WILDLIFE
FEDERATION**

**NWF mayors'
monarch
pledge**

Mayors' Monarch Pledge

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans.

We, the undersigned mayors and heads of local or tribal government, are deeply concerned about the decline of the monarch butterfly population. Both the western and eastern monarch populations have experienced significant declines. Monarch scientists attribute the population decline to degradation and loss of summer breeding habitat in the U.S., and loss of winter habitat in south-central Mexico and coastal California.

Cities, towns, and counties have a critical role to play to help save the monarch butterfly. Municipalities can provide habitat at public parks, median strips, community gardens, and municipal buildings like recreation centers and libraries. Events such as community workshops, native plant giveaways and monarch festivals can educate residents about the cultural significance of monarchs and how to create habitat. Simple changes in landscaping ordinances or other policies can make a big difference for the monarch, too.

We recognize the importance of creating monarch and pollinator habitat at parks, gardens, and other green spaces, that every member of our community can equally enjoy. Our work to help save the monarch butterfly will intentionally engage all parts of our community, ensuring that historically marginalized communities are not left out of the work or the many benefits this work will create.

When mayors speak up and take a stand, our communities notice. Therefore, we hereby commit to help restore habitat for the monarch and encourage our residents to do the same, so that these magnificent butterflies will once again flourish across the continent.

Sign the pledge at www.nwf.org/mayorsmonarchpledge



FAQ

1) I'm not a Mayor, can I take this pledge?

Any individual who is a head of their local or tribal government in a city, county, town, township, village or any other form of municipal government may take the pledge. While this pledge is not specifically designed for neighborhood or home owners' associations, presidents of these associations may also take the pledge.

2) What if I'm already taking three specific actions for monarch from the list?

If you are already taking three or more of the specific actions from the pledge, we ask you to make one additional commitment for the next year and continue the existing actions.

3) What is the Mayors' Monarch Pledge Leadership Circle?

The Leadership Circle is reserved for mayors who complete eight or more action items in a year.

4) How Do I Become a Monarch Champion?

You can take the pledge at the "Monarch Champion" level by pledging and completing 24 or more actions.



5) What kind of support can I expect from NWF?

NWF will share best practices through the “Resources for Mayors” page at www.nwf.org/mayorsmonarchpledge and foster sharing through our **public Facebook group**. NWF sends out regular newsletters with information about webinars, citizen science opportunities, and more! NWF will consult with any city that is interested in taking the pledge – just send us an email at mayorsmonarchpledge@nwf.org. Additional support is available to cities, towns, counties and neighborhoods that take part in NWF’s Community Wildlife Habitat program – www.nwf.org/community.

6) Does our Mayor or Town Council have to issue a proclamation?

A proclamation is not mandatory, but a city proclamation or resolution may be a pre-requisite for some municipalities to implement certain actions. Other actions like convening garden groups or planting a demonstration garden or changing when you mow certain areas within the city would likely not require a proclamation or other legislation.

7) Do I have to start on these actions before I take the pledge?

No. We ask that you make a commitment when you take the pledge and start taking the actions you included in your pledge as soon as possible.

8) Will I report back to NWF on our actions?

Yes, annual reporting is required. All communities are expected to submit a report through their profile page on our online portal by December 1 each year. This report can be submitted as early as completed and can be accessed and updated all year long.

9) Our community is interested in completing different actions than the ones we selected on the pledge survey. What do we do?

You can update the actions you wish to complete through your profile page on our online portal. For more questions about this, please contact mayorsmonarchpledge@nwf.org.



10) When does the pledge end? Is there a deadline?

The Mayors' Monarch Pledge can be taken each year between December 1 and March 31. You must complete the actions you committed to as part of your pledge by the end of the year and report on your work by December 1.

The Mayors' Monarch Pledge open pledge period is now extended this year through April 30th.

11) Is my mayor required to take the pledge each year they are in office?

Yes. Each mayor or head of local or tribal government is asked to re-pledge each year they wish to remain active in the program.

12) My mayor hasn't taken the pledge. How can I encourage them to participate in the Mayors' Monarch Pledge program?

We recommend that you visit our [Engage Your Mayor](#) page for tips on how to conduct outreach to your local elected officials. We also suggest coordinating with interested community-based groups, experts, and national organization chapters to help garner support for the program in your community. Key individuals and groups include master naturalists, master gardeners, native plant society chapters, garden clubs, zoos, nature centers, scout groups, and more! If you would like to discuss strategies that would work best in your community, please email mayorsmonarchpledge@nwf.org.

13) What is the Tri-National Pledge? Is my city part of it?

The Mayors' Monarch Pledge is a tri-national initiative to encourage mayors and other local government chief executives to take community-wide actions to help save the monarch butterfly. While the pledge was originally designed for municipalities in the United States, the pledge was expanded in 2017 to Canada and Mexico through the Commission for Environmental Cooperation.

The tri-national pledge is a partnership between Profauna in Mexico, the David Suzuki Foundation in Canada, and the National Wildlife Federation in the United States. If your Mayor has signed the

pledge, your city is automatically part of the tri-national effort. Visit the tri-national page [HERE](#).

14) Can we get credit for items not included in the pledge?

Please email us at mayorsmonarchpledge@nwf.org if you have a specific action that is not listed on the pledge form.

15) What about the other pollinators?

What's good for the monarch butterfly is also good for other pollinators (and wildlife)! By planting native milkweed and other native nectar plants cities will also be creating habitat for all pollinators.

16) The former mayor took the pledge and their term has ended. Can the new mayor continue the pledge?

Yes. We ask that the new mayor take the pledge and complete our pledge survey each year they wish to remain active in the program.

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PLEDGE

FAQ

SIGNATORIES

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PLEDGE





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BECOMING A MATURE BUTTERFLY: CELEBRATING A DECADE-LONG PLEDGE FOR MONARCHS

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Where We Work

More than one-third of U.S. fish and wildlife species are at risk of extinction in the coming decades. The National Wildlife Federation is on the ground in seven regions across the country, collaborating with 53 state and territory affiliates to reverse the crisis and ensure wildlife thrive.



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National Wildlife Federation is a 501(c)(3) non-profit organization

MEMO

Date: April 29, 2026

From: Derek Davis, Township Manager

To: Board of Supervisors

Re: Verizon Franchise Renewal Agreement

Cable Franchise Agreements are in place with cable providers and municipalities in order to allow the municipality to capture some revenue from these providers that operate infrastructure within East Goshen.

East Goshen had its renewal with Comcast three years ago and it is now time to renew our agreement with Verizon. Attached is the draft that Mark Thompsn has been working on for the renewal.

There is no vote tonight, but we wanted to put this in front of the board so we can start the discussion since this is one of those more obscure responsibilities we rarely talk about in public until it is time for the renewal.

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

TOWNSHIP OF EAST GOSHEN

AND

VERIZON PENNSYLVANIA LLC

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the TOWNSHIP OF EAST GOSHEN, Chester County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee”).

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

WHEREAS, the Township granted to the Franchisee, effective as of November 14, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years with an automatic renewal term of five (5) years (the “Initial Franchise”);

WHEREAS, the Township granted to the Franchisee, effective as of March 26, 2021, a nonexclusive renewal franchise to continue operating its Cable System in the Service Area for a term of five (5) years (“the “Renewal Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise and Renewal 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 Renewal 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 Renewal Franchise and the terms for such a renewal;

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

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

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

1.12 *EG*: Educational or Governmental.

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

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

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

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

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

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

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

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

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

Gross Revenue shall not include:

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

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

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

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

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

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

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

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

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

1.18.10 Program launch fees;

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

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

1.19 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

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

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

1.22 *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
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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).

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

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

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

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

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

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

1.29 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future, which states "the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used."

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

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

1.32 *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.

1.33 *Transfer of the Franchise*:

1.33.1 Any transaction in which:

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

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

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

1.33.2 However, notwithstanding subsections 1.33.1.1, 1.33.1.2, and 1.33.1.3, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

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

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

2.2 *Township's Regulatory Authority*: The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621

of the Communications Act, 47 U.S.C. § 541, the Township’s regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee’s FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon’s existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on March 26, 2026 (the “Effective Date”). The term of this Franchise shall be five (5) years from the Effective Date until March 25, 2031 unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in Franchisee’s sole discretion, upon sixty (60) days’ written notice to the Township.

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

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township’s receipt of Franchisee’s written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

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

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

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

2.8 *No Waiver:*

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

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

2.9 *Construction of Agreement:*

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

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

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

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

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

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

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

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

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

3.3 *Cable Service to Public Buildings:* Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

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

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.3 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 Borough 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 Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

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

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

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

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

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

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

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

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

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

5. EG SERVICES

5.1 *EG Set Aside; Interconnection:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, Franchisee shall reserve on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The Township will comply with all laws and regulations related to use of the EG Channels. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity, in its sole discretion, during the Term of this Franchise until such time as the Township begins using the EG Channel pursuant to Section 5.1.2 for educational and/or governmental purposes and/or if the Township ceases to use the Access Channel(s) during the term of this Agreement.

5.1.2 The Township reserves the right to obtain from the Franchisee, upon one hundred and twenty (120) days written notice, one EG Channel for exclusive use by the Township. Such notification shall constitute authorization to the Franchisee to transmit such programming within and without the Township. The Franchisee shall assign the EG Channel

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

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

5.2 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation points and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

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

5.3 *Indemnity for EG:* The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit
TOWNSHIP OF EAST GOSHEN

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

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

6. FRANCHISE FEES

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the Township shall notify the Franchisee 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 audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

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

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

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

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

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

7. CUSTOMER SERVICE

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

8. REPORTS AND RECORDS

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

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

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

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

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

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

9. **INSURANCE AND INDEMNIFICATION**

9.1 *Insurance:*

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

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

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

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

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

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

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for

financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

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

9.2 *Indemnification:*

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

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

10. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or

Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.33 above.

11. **RENEWAL OF FRANCHISE**

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

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

13.5.1 Notices to the Franchisee shall be mailed to:

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

With a copy to:

Verizon
One Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah Lyzak, Vice President and Deputy
General Counsel

13.5.2 Notices to the Township shall be mailed to:

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380-6199
Attention: Township Manager

With a copy to:

Mark P. Thompson
Lamb McErlane PC
24 E. Market St. PO Box 565
West Chester, PA 19381

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

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

13.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

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

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

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

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

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

13.14 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its

police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

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

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, 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 any of the other counterparts.

[SIGNATURE PAGE FOLLOWS]

TOWNSHIP OF EAST GOSHEN

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: President, Verizon Pennsylvania LLC

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Township Building
1580 Paoli Pike
West Chester, PA

Public Works Annex
1570 Paoli Pike
West Chester, PA

Blacksmith Shop
1600 East Boot Road
West Chester, PA

Goshen Fire Company
1320 Park Avenue
West Chester

East Goshen Elementary School
800 North Chester Road
West Chester, PA

EXHIBIT B

CUSTOMER SERVICE STANDARDS

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

SECTION 1: DEFINITIONS

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

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

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

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

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

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

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

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

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

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

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

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

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

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

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

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

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

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly

recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

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

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

SECTION 5: CUSTOMER COMPLAINTS

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

SECTION 6: BILLING

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

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

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

(1) The Subscriber pays all undisputed charges;

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

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

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

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

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

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

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

SECTION 7: RATES, FEES, AND CHARGES

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

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

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

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

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

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

information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

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

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

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

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

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

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

(1) Products and Cable Services offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides,

installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

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

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

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

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

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

CABLE FRANCHISE RENEWAL AGREEMENT
BETWEEN
TOWNSHIP OF EAST GOSHEN
AND
VERIZON PENNSYLVANIA LLC

TOWNSHIP OF EAST GOSHEN

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the TOWNSHIP OF EAST GOSHEN, Chester County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee”).

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

WHEREAS, the Township granted to the Franchisee, effective as of November 14, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years with an automatic renewal term of five (5) years (the “Initial Franchise”);

WHEREAS, the Township granted to the Franchisee, effective as of March 26, 2021, a nonexclusive renewal franchise to continue operating its Cable System in the Service Area for a term of five (5) years (the “Renewal Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise and Renewal 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 Renewal 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 Renewal Franchise and the terms for such a renewal;

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

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

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

NOW, THEREFORE, in consideration of the Township’s grant of a renewal franchise to the Renewal Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents
TOWNSHIP OF EAST GOSHEN

of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

1.12 *EG*: Educational or Governmental.

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

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

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

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

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

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

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

- (19) late payment fees;
- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Section 1.18.8, below;
- (23) Cable Service plan protection fees;
- (24) convenience fees; and
- (25) fees charged to Subscribers for all Cable Service digital video tiers.

Deleted:

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

Gross Revenue shall not include:

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

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

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

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

cable television that is used for two-way communication that are classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

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

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

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

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

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

1.18.10 Program launch fees;

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

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

1.19 High Definition 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

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1.20 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

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

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

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

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

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

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

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

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

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

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

1.31 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future, which states "the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used."

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

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

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

1.35 *Transfer of the Franchise:*

1.35.1 Any transaction in which:

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

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

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

1.35.2 However, notwithstanding subsections 1.33.1.1, 1.33.1.2, and 1.33.1.3, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchisee or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

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

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or
TOWNSHIP OF EAST GOSHEN

waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

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

2.3 Term: This Franchise shall become effective on March 26, 2026 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until March 25, 2031 unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

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

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

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

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

2.5.3 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:

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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

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

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

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

2.8 *No Waiver:*

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

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

2.9 *Construction of Agreement:*

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

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

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially

TOWNSHIP OF EAST GOSHEN

impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

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

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

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

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

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

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

3.3 *Cable Service to Public Buildings:* Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

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

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to

TOWNSHIP OF EAST GOSHEN

free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.3 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 Borough 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 Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

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

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

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

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

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

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

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

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

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

5. EG SERVICES

5.1 *EG Set Aside; Interconnection:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, Franchisee shall reserve on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The Township will comply with all laws and regulations related to use of the EG Channels. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity, in its sole discretion, during the Term of this Franchise until such time as the Township begins using the EG Channel pursuant to Section 5.1.2 for educational and/or governmental purposes and/or if the Township ceases to use the Access Channel(s) during the term of this Agreement.

5.1.2 The Township reserves the right to obtain from the Franchisee, upon one hundred and twenty (120) days written notice, ~~up to two (2), EG Channels for exclusive use~~ by the Township. Such notification shall constitute authorization to the Franchisee to transmit such programming within and without the Township. The Franchisee shall assign the EG Channel number 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 such assignments in its sole discretion. The EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channel and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use EG capacity, the Township shall provide the Franchisee with ninety (90) days’ prior written notice of such request.

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

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

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

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

5.3 *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.

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5.4 *Indemnity for EG*: The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG programming facility, not including the actual FTTP Network, or Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims

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resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

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

6. FRANCHISE FEES

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the Township shall notify the Franchisee 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 audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an

ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records requested by the Township for any such audit shall be made available by the Franchisee 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.

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6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

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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).

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

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

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

7. **CUSTOMER SERVICE**

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

8. **REPORTS AND RECORDS**

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

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

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

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

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

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

9. **INSURANCE AND INDEMNIFICATION**

9.1 *Insurance:*

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

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

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

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

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

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

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

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

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or
TOWNSHIP OF EAST GOSHEN

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

Deleted: ,
Deleted: the Township's breach of obligation under the Franchise, or negligence of the Township, or

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

10. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.33 above.

11. **RENEWAL OF FRANCHISE**

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

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

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

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

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

For failure to provide Cable Service as set forth in Sections 3.1-3.3.....	\$275/day for each day the violation continues;	Deleted: 150
For failure to maintain the FCC technical standards as set forth in Section 4.....	\$275/day for each day the violation continues;	Deleted: 150
For failure to provide EG Services to the community specified in Section 5.1.....	\$275/day for each day the violation continues;	Deleted: 150
For failure to comply with Franchise Fee audit requirements		

as set forth in Section 6.4.....	\$275/day for each day the violation continues;	Deleted: 150
For failure to provide the Township with any reports or records required by the Agreement within the time period required.....	\$275/day for each day the violation continues;	Deleted: 150
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B	\$675 for each quarter in which such standards were not met;	Deleted: 450
For failure to carry the insurance specified in Section 10.1.1.....	\$275/day for each day the violation continues; and	Deleted: 150
For a Transfer specified in Section 11 without required approval.....	\$275/day for each day the violation continues.	Deleted: 150

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 of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

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Deleted: 15

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

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

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 the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.5 *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 the Agreement where the violation was a good faith error that resulted in no or

minimal negative impact on Subscribers. ~~Delivery of Payments:~~ The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

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

13.6.1 Notices to the Franchisee shall be mailed to:

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

With a copy to:

Verizon
One Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah Lyzak, Vice President and Deputy
General Counsel

13.6.2 Notices to the Township shall be mailed to:

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380-6199
Attention: Township Manager

With a copy to:

Mark P. Thompson
Lamb McErlane PC
24 E. Market St. PO Box 565
West Chester, PA 19381

13.7 *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.

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

13.9 *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.

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

13.11 *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.

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

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

Deleted: <#>Publishing Information: The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.¶

13.14 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

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

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

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, 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 any of the other counterparts.

[SIGNATURE PAGE FOLLOWS]

TOWNSHIP OF EAST GOSHEN

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: President, Verizon Pennsylvania LLC

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Township Building
1580 Paoli Pike
West Chester, PA

Public Works Annex
1570 Paoli Pike
West Chester, PA

Blacksmith Shop
1600 East Boot Road
West Chester, PA

Goshen Fire Company
1320 Park Avenue
West Chester

East Goshen Elementary School
800 North Chester Road
West Chester, PA

EXHIBIT B

CUSTOMER SERVICE STANDARDS

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

SECTION 1: DEFINITIONS

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

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

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

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

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

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

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

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

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

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

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

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

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

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

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

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

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

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly

recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

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

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

SECTION 5: CUSTOMER COMPLAINTS

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

SECTION 6: BILLING

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

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

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

(1) The Subscriber pays all undisputed charges;

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

TOWNSHIP OF EAST GOSHEN

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

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

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

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

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

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

SECTION 7: RATES, FEES, AND CHARGES

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

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

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

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

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

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

information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

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

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

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

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

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

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

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides,

installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

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

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

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

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

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

Memorandum



East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
610-692-7171 ext. 3103
kkrause@eastgoshen.org

Date: April 30, 2026
To: Board of Supervisors
From: Kelly A. Krause, Zoning Officer
Re: **West Whiteland Township Comprehensive Plan Amendment**
Adjacent Municipality Review/Comment Period (PA MPC Section 302(a))

Pursuant to Section 302(a) of the PA Municipalities Planning Code, the Township has received a draft of the Comprehensive Plan of West Whiteland Township for review and comment as an adjacent municipality.

Most notably, the West Whiteland Comprehensive Plan provides the following regarding East Goshen Township:

West Whiteland Comprehensive Plan Appendix C:
Zoning and Land Use in Adjoining Municipalities

East Goshen Township The existing uses, zoning, and future land use at the municipal boundary with East Goshen are consistent with each other at the municipal boundary.

1. Adjoining zoning a. R-2 Low Density Residential District - This district encourages low density residential development on lots of sufficient size to provide for on-lot sewage disposal and on-lot water supply. This designation adjoins the entirety of the municipal boundary with West Whiteland. The R-1 designation in East Bradford abuts the R-1, Residential district along the entirety of the municipal boundary, and the boundary is located within the Mill Valley subdivision of single-family residential dwellings.

2. Adjoining Future Land Use – 2015 East Goshen Township Comprehensive Plan a. Low Density Residential (LDR) – The LDR designation abuts the entirety of the municipal boundary with West Whiteland and promotes low density, residential development consistent with the existing built environment. The LDR designation in East Goshen abuts a combination of Low Density Residential (LDR) and Open Space & Recreation (OSR) along the municipal boundary. Both of these designations compliment the same in East Goshen.

On April 28, 2026, the Planning Commission reviewed the draft and have recommended that the Board support the plan.

Draft Motion:

Mr. Chairman, I move that we support the proposed draft of the West Whiteland Township Comprehensive Plan.



101 Commerce Drive
Exton, Pennsylvania 19341

Tel: (610) 363-9525
www.westwhiteland.org

April 9, 2026

Derek Davis, Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

In re: State-mandated Township review of a proposed amendment to the West Whiteland Township Comprehensive Plan.

Dear Mr. Davis:

At their meeting of April 8, 2026, the West Whiteland Township Board of Supervisors directed me to begin the process of adopting, as an amendment to the Township Comprehensive Plan, the attached final draft of a full update to West Whiteland Township's existing Comprehensive Plan prepared by the Chester County Planning Commission. I am therefore requesting review of this draft by Wednesday, June 3, 2026 by the Township pursuant to §301.3 and §302(a) of the Pennsylvania Municipalities Planning Code ("MPC").

We are also sending copies of this draft to the Chester County Planning Commission and the West Chester School District and asking for their comments as required by §302(a) of the MPC. The contiguous municipalities, the school district and the County all have at least forty-five (45) days to provide the Township with their comments. The Township Planning Commission will be holding the public meeting required by that same section of the MPC on April 14, 2026 at 7:00 p.m. in the Township Building. The date of the public hearing to be held by the Board of Supervisors on June 10, 2026 at 6:30 p.m. pending revisions to the Plan.

Thank you for your attention in this matter. If you or any of your staff have any questions or concerns regarding the draft or our planning process, please do not hesitate to contact me.

Regards,

Justin Smiley, AICP
Capital & Special Projects Manager
West Whiteland Township

[LINK TO COMPREHENSIVE PLAN DRAFT](#)

[LINK TO COMPREHENSIVE PLAN DRAFT: Appendices](#)