

**LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS**

TUESDAY, SEPTEMBER 8, 2020 - 7:00 PM,  
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CEREMONY FOR THE SWEARING-IN OF PAUL W. NAVARRO TO THE BOARD OF SUPERVISORS - ***Chairman Henry***

ACTION ON A RECOMMENDATION TO APPOINT WILLIAM J. MURPHY TO THE ZONING HEARING BOARD - ***Chairman Henry***

FIRST PRESENTATION OF AN EMERGENCY MEDICAL SERVICES RENEWAL AGREEMENT WITH SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC. - ***Mr. Gotshall***

FIRST PRESENTATION OF ORDINANCE 20-09; AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT WITH COMCAST OF SOUTHEAST PENNSYLVANIA, LLC - ***Mr. Gotshall***

SUBDIVISION AND LAND DEVELOPMENT

IMPROVEMENT GUARANTEES

ANNOUNCEMENTS

ADJOURN

**NEXT BOARD MEETING (Business Meeting),  
TUESDAY, SEPTEMBER 15, 2020; 7:00 P.M.**



## LOWER PAXTON TOWNSHIP

425 PRINCE STREET, HARRISBURG, PA 17109  
PHONE: (717) 657-5600 FAX: (717) 724-8311  
www.lowerpaxton-pa.gov

BOARD OF SUPERVISORS

LOWMAN S. HENRY  
CHAIRMAN

GARY A. CRISSMAN  
VICE CHAIRMAN

CHRIS JUDD  
SECRETARY

ROBIN L. LINDSEY

NORMAN C. ZOUMAS

**MEMO TO: Board of Supervisors**

**FROM: Amanda Zerbe, Community Development Manager**

**DATE: August 28, 2020**

**SUBJECT: Recommendation for Approval for Zoning Hearing Board Alternate**

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At their August 27, 2020 meeting, the members of the Zoning Hearing Board conducted a brief interview with applicant William J. Murphy for the vacant alternate position on the Board.

All members voted to recommend Mr. William Murphy as the second alternate of the Zoning Hearing Board to the Board of Supervisors. Mr. Murphy attends Board of Supervisors meeting regularly and is the Chairman of the LPT Historical Commission. Mr. Murphy is extremely active in the community.

Should any questions arise regarding the appointment for the Zoning Hearing Board alternate position, please contact me.

The application of Mr. Murphy is attached for review.

**Return to:**

**Board of Supervisors**

**425 Prince Street**

**Harrisburg, Pa. 17109**

**(717) 657-5600**

# LOWER PAXTON TOWNSHIP

## -APPLICATION FOR APPOINTMENT-

**Name:** William J. Murphy (Joe) **Telephone Number:** [REDACTED]

**Address:** [REDACTED] **Harrisburg, PA** 17112

**Resident of Lower Paxton Township since:** 1982

**I request appointment to the Lower Paxton Township** Zoning Board  
(You may list more than one municipal body.)

**Current Employer:** U.S. Census **Job Title:** Administrative Manager

**Address:** 2460 N. Third St Harrisburg, PA **Telephone Number:** 717-603-5680

**Hours of Work:** 7:30 AM - 4 PM M-F **FAX Number:**  
(include evenings)

### Educational Background:

**High School:** Notre Das High School **Graduation Year:** 1967

**College:** Corning Community College and Elmira College **Graduation Year:** 1969, 1972

**Other:** **Graduation Year:**

**If appointed, how much time can you devote to the municipal body:** What ever is necessary.

**On the reverse side of this form (page 2) state your reasons for requesting appointment to the above municipal body(ies). Attach a brief professional resume. Answer all questions on pages 3 and 4 of this application.**

**SIGNATURE:** William J. Murphy **DATE:** 08/05/2020

In signing, I do solemnly swear (or affirm) that this application contains no misrepresentation, falsification, or omission, and that the information given by me is true and complete to the best of my knowledge and belief. Furthermore, I do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the Commonwealth of Pennsylvania, and that I will discharge the duties of my office with fidelity

**After 40 years of living in Lower Paxton Township, I believe that I can**  
**be an asset to the Zoning Board. When I retired in 2016, I started to attend the BOS**  
**and other Township meetings. I wanted to learn as much as possible how the**  
**Township operated. At about this time working with Robin Lindsay**  
**and township staff to create the Lower Paxton Township Historical**  
**Commission, to preserve the history of the Township. Now I would**  
**like to become involved with the Zoning Board. I attended alot of the**  
**Comprehensive Planning meetings and learned about future plans**  
**for the Township. I would like to become part of those plans. My**  
**position with the US Census will becoming to an end in a couple of**  
**months so I will have more free time to be involved. Since I arrived in**  
**Lower Paxton I have always lived and worked in the Township. My wife**  
**and I owned a children's bookstore in the Township and I have worked**  
**with two major business, Hills Dept. Store(District Manager) and**  
**Harrisburg News Co. (VP). This business background should help**  
**me understand the need to help protect the Township interest and**  
**help develop the Township.**

**Application for Appointment**

Please answer all of the following questions. Should additional space be required, use the reverse side of this form.

1. On what date would you first be available for service? **when needed available now.**

2. Are you now or have you ever been, knowingly, a member of any organization, association, group, or movement which advocates, or has advocated, the commission of acts of force or violence, the denial of persons their rights under the Constitution of the United States, or the alteration of the form of government of the United States by unconstitutional means?

\_\_\_\_\_ - Yes (If YES, please state particulars.)       - No

3. Are you current in the payment of Real Estate Tax, Earned Income Taxes, and municipal sewage bill?

- Yes      \_\_\_\_\_ - No (If NO, please state particulars.)

4. Do you own any property in Lower Paxton Township, or have an interest in a partnership, corporation, or other entity which owns property, where that property is presently subject to a tax lien or sewer lien?

\_\_\_\_\_ - Yes (If YES, please state particulars.)       - No

5. Do you possess any professional or personal involvement in an activity or organization which may present a conflict of interest, or the appearance of a conflict of interest, in any service to Lower Paxton Township in an appointed capacity?

\_\_\_\_\_ - Yes (If YES, please state particulars.)       - No

6. Have you ever been convicted of a felony?      \_\_\_\_\_ - Yes       - No

7. Have you ever been subject to a finding of a child abuse?      \_\_\_\_\_ - Yes       - No

8. Have you ever been subject to a finding of sexual harassment?      \_\_\_\_\_ - Yes       - No

9. Lower Paxton Township adheres to the tenets of the Drug Free Workplace Act, and has zero tolerance for the use of unlawful drugs in the workplace. Are you willing to support the provisions of this Act?

- Yes      \_\_\_\_\_ - No



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# William J. Murphy

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## Career Achievements

- 50 Years in Retail and Wholesale Management
- Managed 1,500 employees in 8 stores in 5 Counties in PA (Dauphin, Cumberland, Lebanon, York, and Schuylkill counties).
- Developed Training Programs for store management and employees
- Managed stores in New York State (Elmira, Cheektowaga, Depew, Endwell, and Horseheads) and Sandusky, Ohio
- Developed retail stores for Children's books (Linglestown, PA) and Reading Centers (Harrisburg, Colonial Park, Enola, Palmyra, Mechanicsburg, Hershey, Lebanon, Reading, West Reading, Shillington, Wyomissing, and Pottstown,)
- Setup 24 stores from the ground up and trained employees on opening stores
- Worked on developing training manuals and supervised their use at retail and wholesale levels
- Developed computerized book ordering and distribution system for wholesale and retail use
- Helped develop and write software manuals for computer wholesale and retail systems
- Expert Knowledge of:
  - HR Processing
    - Recruiting, Interviewing, Hiring
    - Training
    - Promoting employees to management positions
    - Council Employees
    - When necessary terminate employees
  - ADP Payroll, Paychex Payroll, QuickBooks Payroll
  - Business Accounting Programs (Peachtree, Quickbooks, MAS 90, Sage 100)
  - VoIP Phone Systems – Cisco Meraki

## Education

### DEGREE | DATE EARNED | SCHOOL

- Corning Community College 1968-1969 A.A.S Degree
- Elmira College 1969-1970
- Major: Business Management
- Minor: Accounting
- Related coursework: Computers

## Skills & Abilities

### Current Employment -

#### Admin Manager – Harrisburg Office ACO

The 2020 Decennial Census – May 2019 – June 2020

Manage 3 OOSs and 20 clerks in Admin over 2 shifts scheduling a 7day work week. Assist Field, Recruiting and IT with scheduling and managing an additional 8 OOSs and 18 Clerks.

- Manage HSPD-12 badging and Trained 3 OOS
- Manage DPACS Badging , Trained 6 clerks on how to use print badges and decommission badges
- Manage Selections for GQ, UL ENRFU and NRFU
- Worked closely with LCFM and CFM on creation of all D-150 tracked daily all Hires to make sure all language areas were covered and enough applicants were selected in an area to meet CFM D-150 requirements.
- Provide IT Support in training office Clerks and OOSs on MS Office Programs and Census Programs
- Assist Managers, Clerks, and OOSs in understanding and using ACCESS, EXCEL, and Word
- Manage all Payroll functions Batching, D-308 processing, error correction
- Supported other ACO's in lane with both DPACS and HSPD-12 badge machines
- Manage Wet and electronic Fingerprint systems and trained Clerks and OSSs on our electronic fingerprint and ID photo program. Prior to March 18 shutdown we were doing 30 fingerprint clients a day and were increasing our numbers daily.
- Answered questions for other ACO on Fingerprint issues
- Help reduce supply usage by reducing the need to print forms when they could be saved to network drive and shared with management, OOS, and clerks.
- Setup 7 associates with username and passwords for electronic Fingerprint
- Learned and trained others on MOJO used reports to track where our best selections could be made
- Assisted other ACO's with payroll problems and batch errors including training new OOS's and Recruiting Managers in payroll
- Starting March18, 2020, COVID Shutdown- was the management coverage daily for 6 weeks to cover clerk and OOS duties as well as Admin Manager duties, including all tasks-answer the phone and work on Payroll with the RCC.
- Enter all the manual D-308 so RCC could complete payroll.
- Updated of 2000 entries into DARFIT
- Communicated to all employees through Email and called regularly to Admin employees.
- Worked closely with LCFM and CFM on creation of all D-150 tracked daily all Hires to make sure all language areas were covered and enough applicants were selected in an area to meet CFM D-150 requirements.
- Assist those manages that came into the office with any IT issues to get online.
- Use my IT experience to help manages with program issues.
- Worked with employees on Excel, Access, and Word training. Developed other uses of Accesses to track training sites, use of shared drive for Excel multiuser access for schedules and other spreadsheets that multiusers had to access.
- Trained our LCFM in the use of DARFIT and worked with him to add additional features.
- Helped our LCFM train other ACOs in the use of DARFIT
- Visited Reading and Allentown ACO to train ADMIN, IT and Field on the use of DARFIT. Our LCFM visited State College for their training.

- Worked with ADMIN Manager from State College on DARFIT, setting up selections for NRFU, reviewed reports that we used to do ADMIN job functions.
- Helped Identify and resolve problems with clear communications between management OOS, and clerks

### **OOS in Admin – Harrisburg ACO**

- Weekly Payroll – processing batches, reconciling errors, weekly payroll closing
- Developed an instruction sheet on tracking down payroll errors and how to fix them correctly
- Had to understand the working of OCS to train CFS on proper filling out D-308 and OCS payroll
- Trained clerks on the proper way to answer the phone and assist callers emphasizing customer service.
- Trained clerks in Selection Process for hiring applicants over 1600 selections called & hired.
- Trained clerks in processing new hires prior to and during Address Canvassing
- Trained clerks in processing D-291 DAPPS update form to record status change.
- Trained clerks on sending and printing SF-50 forms created and sent for every D-291 sent.
- Created an instruction sheet for sending SF-50 correctly by email to associates.
- Trained clerks in processing D-308's for data entering payroll payrolls for staff with no computer access.
- Trained OOS's and Clerks on how to hire in new hires.
- Trained clerks and OOS's in payroll batching reports
- Developed the ACCESS program DARFIT to track associates from selection to training to equipment issue and return.

### **Clerk in Admin – Harrisburg ACO (prior to AD-CAM)**

- Worked on Hires, Telephone interviews, and badging
- Learned field functions prior to field coming on board.
- Trained clerks and OOS's in correcting payroll errors in batches
- Trained OOS's in closing weekly payrolls.
- Interview and Hire new employees
- Process all Paperwork with the hiring of new employees, including BC-61, D-155, I-9 and managed PII to Bureau Standards.
- Helped review reports on staffing and selected applicants that had not cleared background checks or onboard paperwork.
- Tracked associates that needed DAPPS access and requested access form RCC ADMIN

## **Management**

### **Senior VP IT & Retail Operations**

*Hudson News Distributing LLC/Harrisburg News Company February 1991- May 2015 (Retired)*

*Total Volume \$25 million Books, magazines and Newspaper*

- Managed Book Department that serviced 1200 Book Accounts (Giant, Weis, Wegmans, Philadelphia Airport, Harrisburg Airport plus other accounts)
- Maintained all computer hardware and network connections
  - Managed and Trained employees in the use of computes
  - Managed and Trained employees on use of Microsoft Office Suite, Open Office, MAS 90 Accounting Software, SAGE 100 Accounting software and EDI Software (Electronic Data Information)

- Trained HR in the use of ADP and Paychex payroll software
- Developed reports to electronically capture sales and payroll data
- Maintained VAX and Alpha computer systems and OpenVMS mainframe OS
- Maintained Cisco firewall and Cisco VOIP phone system
- Trained other employees on computer hardware and software and supervised their performance.
- **Managed the Book Department**
  - Supervised a \$8 million book department
  - Supervised a Department Manager and 9 Employees
  - Book Department serviced apx. 1000 accounts including Philadelphia Airport, Allentown Airport, Harrisburg Airport, Wegmans Supermarkets, Giant Supermarkets, Weis Markets, CVS stores, Walgreens, and other smaller accounts.
  - Purchased books from Hardback, Paperback, and Children Book publishers to services these accounts
  - Produced a Best Seller list that went out to all the accounts
- **Designed and Managed Readings and Greetings store chain 1991 – 2009**
  - Managed and mentored 13 managers and assistant managers and 80 clerks, PT and FT
  - Designed 13 *Readings & Greetings* Reading Centers with Hallmark Gold Crown Cards
  - Trained store managers and assistant managers and staff in customer service, payroll, sales, and merchandising
  - Managed the purchasing of giftware, greeting cards, books and magazines.
  - Stores were located across Central PA Harrisburg, Colonial Park, Palmyra, Lebanon, Reading, Pottstown and covered Dauphin, Cumberland, Berks and Lehigh Counties
  - Average store Volume over \$1.5 million.
  - Largest store did a million dollars in just lottery sales.
  - Developed training manuals for payroll, sales capture, merchandising, store operations. Supervised staff in creating additional manuals on merchandise buying, store security, and staffing schedules.
  - Recruited, interviewed, hired, trained, counseled, approved payroll, leaves, vacations, staffing, terminations.

*Children's Bookshelf Book Store* September 1989- June 1996

**Owner**

Developed business plan to get bank financing.

- Children's bookstore, staffing, payroll, and training
- \$300,000 a year volume
- Manager and 2 employees
- Designed store layout
- Created monthly events and author signings and sent out over 3500 monthly newsletters to announce new books and events to increase sales.
- Designed computerized book inventory and sales program

*Hills Department Store* September 1974 – January 1991

- **District Manager Harrisburg PA** - February (1981 to October 1989)

- Managed 8 stores in Central Pennsylvania covering Dauphin, Cumberland, Lebanon, York, and Schuylkill counties. Located in Harrisburg, Camp Hill, Hanover, Carlisle, East York, West York, Lebanon, and Cressona.
- Drove daily to the stores to supervise them spent 80% of my time on the road, Only one day in an office.
- Hired, Reviewed Performance, Promoted, set goals, tracked goals,
- Counseled, disciplined, terminated as needed
- Coordinated layoffs when necessary
- Control payroll for 8 stores and 1500 employees.
- Volume exceeded \$35 million
- Budgeted and set goals for profit, sales, payroll and shrinkage
- Highest Profit District and 2<sup>nd</sup> highest volume district
- Lead District for training, mentoring, and supervising for manager trainees.
- Promoted first woman store manager in the chain.
- **Store Manager** - Elmira, New York; Sandusky, Ohio; Buffalo, New York(2) 1974-1981
  - Managed stores in New York, and Ohio located in Elmira Cheektowaga, Depew NY and Sandusky Ohio.
  - Managed 3 Assistant Managers, 1 Manager Trainee and 125 Department Heads and employees
  - Supervised the construction, staffing, payroll, stocking and merchandising of two new stores as Manager in Buffalo (Cheektowaga and Depew).
  - Budgeting and Profit, sales and payroll accountability

*Fays Drug Company* - May 1970-September 1974

- Assistant Store Manager Elmira NY 1970-71
- Supervised 35 employees
- Store Setup Manager 5 new Stores 1971
- Store Manager 1971-1972 Endwell NY
- Store Manager 1972 Elmira New York

## **Computer Experience**

- Certified Computer training on Servers and mainframes
- Trained in Operating Systems Window (all versions), Apple, IOS, VAX
- Trained in Networking Cisco, Windows, and Apple
- Developed computer networks and supervised POS and data entry systems
- Cisco Firewall Management. Antivirus, Malware repair
- MS Office Suite, Open Office, Word Perfect

## **Additional Experience**

- Taught Photography experience in film and digital photography
- Experience in Audio/Visual Equipment

## **Multiple Business courses over 40 years**

- MOM Management of Managers
- MBO Manage by Objective (setting goals)
- Additional sensitivity training programs in 1970's, 80's and 90's

## **Volunteer Work**

- **Research Tech** -The Hershey Story April 2017 to October 2017
  - Cataloged Nevin Moyer Historical Collection
  - Developed Excel Spreadsheet to log collection
  - Project ended when collection was cataloged
  
- **Chairman** - Lower Paxton Township Historical Commission March 2018 – Present
  - Chairman since March 2018 (first year of existence)
  - Developed the 7 member Historical Commission at the request of the Lower Paxton Township Board of Supervisors
  - Plan historical preservation of buildings and land
  - Created historical presentations for the community
  - Preside over monthly meetings in township building
  - Created historical markers for township

## References

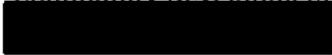
Steven Etter, President  
Hudson News Distributing, LLC  
Harrisburg News Division



Stephen Becker, Vice President (retired)  
Hudson News Distributing, LLC  
Harrisburg News Division



Amanda Zerbe, Manager  
Lower Paxton Township  
Community Development



[azerbe@lowerpaxton-pa.gov](mailto:azerbe@lowerpaxton-pa.gov)

Additional References as needed.



**South Central  
Emergency Medical Services, Inc.**

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"An American Heart Association Award Recipient – Mission for LifeLine"

**RECEIVED**  
**AUG 28 2020**

August 25, 2020

Brad Gotshall, Township Manager  
425 Prince Street  
Harrisburg, PA 17109

Dear Mr. Gotshall,

I hope this letter finds you doing well. As we quickly approach the end of year, I wanted to forward to you the Emergency Medical Services Renewal Agreement. As indicated in the renewal, there have been no changes or rate increases to the original agreement.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

*Jason Campbell*

Jason Q. Campbell, CCNRP  
Chief & C.E.O.

Enclosure





## Renewal of Emergency Medical Services Agreement

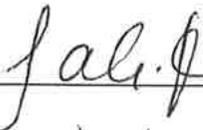
Date: August 25, 2020

South Central Emergency Medical Services, Inc. and Lower Paxton Township elect to renew the Emergency Medical Services Agreement as provided in the "Terms and Renewal" section of the original agreement. The parties elect to renew the Agreement for an additional period of two (2) years, commencing on January 1, 2021 and terminating on December 31, 2022.

*There will be NO additional fees and NO increase of contribution for this renewal period.*

Both parties will continue to abide by all other terms and conditions of the original Agreement, for the renewal term listed herein.

SOUTH CENTRAL EMERGENCY  
SERVICES, INC.

By: 

Date: 8/25/2020

Lower Paxton Township

By: \_\_\_\_\_

Date: \_\_\_\_\_



# AGREEMENT

**THIS AGREEMENT** ("Agreement"), made this 1st day of January, 2013, by and between **LOWER PAXTON TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, with its principal office at 425 Prince Street Harrisburg PA 17109 hereinafter called "**LOWER PAXTON**" and **SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC.**, a domestic nonprofit corporation, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 8065 Allentown Boulevard, Harrisburg, Pennsylvania, hereinafter called "**SOUTH CENTRAL**".

## BACKGROUND

1. LOWER PAXTON desires and SOUTH CENTRAL is willing to provide emergency medical services (hereinafter referred to as "SERVICES"), to LOWER PAXTON, and continue to provide such services under and subject to the terms and conditions hereinafter provided.
2. LOWER PAXTON and SOUTH CENTRAL desire to confirm their understanding in writing.

NOW, THEREFORE, the parties hereto, each intending to be legally bound, agree as follows:

Background. The Background set forth above is incorporated herein by reference.

## DEFINITIONS

1. "SOUTH CENTRAL," as used in this Agreement shall be the legal entity described above, which is incorporated in the State of Pennsylvania as a Not-For-Profit 501(c)(3) corporation.
2. "SERVICES," as used in this Agreement shall include emergency medical response, basic life support service, and advanced life support service as defined by the Pennsylvania Department of Health and in response to directives issued by Dauphin County Emergency Management Agency.
3. "EMERGENCY SERVICE PROVIDERS," as used in the Agreement shall include any and all contracted and retained, without regard to the legal structure of the contract or retention agreement, fire, police, security, and medical service organizations.
4. "SCRATCH RATE," as used in this Agreement shall mean the number of Emergency 9-1-1 dispatches where the ambulance is unavailable and therefore cannot respond.

## TERM AND RENEWAL

1. This Agreement shall commence on the 1st day of January, 2013 (the "Effective Date"), and shall expire on the 31st day of December, 2014.
2. Within one hundred twenty (120) days of the expiration date of this Agreement or any renewal term, SOUTH CENTRAL shall notify LOWER PAXTON in writing of the proposed terms and conditions of said renewal. If LOWER PAXTON desires changes in the proposed terms and conditions of the renewal, the parties shall attempt to negotiate modifications or amendments to the Agreement no later than sixty (60) days prior to the expiration date of their existing Agreement. In the event no change is desired or negotiated, the Agreement shall automatically renew for an additional year (January 1<sup>st</sup> to December 31<sup>st</sup>) sixty (60) days prior to the expiration at the current terms.

## MUNICIPAL CONTRIBUTIONS

1. For and in consideration of SOUTH CENTRAL providing the SERVICES as defined under this Agreement, and for the term herein stated LOWER PAXTON shall make an annual contribution of \$27,500.00 in 2013 and \$27,500.00 in 2014, payable on or before March 15<sup>th</sup> of each year.
2. LOWER PAXTON's contributions shall be fixed for the term of the Agreement and any automatic renewal thereof, unless renegotiated by the parties, at the rate in effect at the time of renewal.
3. SOUTH CENTRAL shall charge LOWER PAXTON or its fire companies for training services or medical supplies at SOUTH CENTRAL'S cost to provide same. Payment for said items shall be provided by LOWER PAXTON or its fire companies on a timely basis.

## REPRESENTATIONS OF SOUTH CENTRAL

1. SOUTH CENTRAL represents that any liens and security interests binding its supplies, equipment and vehicles do not interfere with SOUTH CENTRAL's obligations under this Agreement.
2. SOUTH CENTRAL represents and warrants that they are in good standing with all applicable state and federal health care programs and that they will not utilize personnel for the provision of services who are excluded from participation in such programs.

## DUTIES OF SOUTH CENTRAL

1. SOUTH CENTRAL shall have available the supplies, equipment, vehicles and qualified personnel ~~so as to~~ provide twenty-four (24) hours / seven (7) days per week SERVICES to the township of LOWER PAXTON.
2. SOUTH CENTRAL shall provide the necessary personnel and equipment in order to maintain a response time as established or modified by the PA Department of Health. Furthermore, SOUTH CENTRAL shall provide the necessary personnel and equipment to maintain a SCRATCH RATE not to exceed 10% of the number of E911 dispatches, not counting mutual aid incidents.
3. SOUTH CENTRAL shall provide emergency medical services within all of LOWER PAXTON. Said services shall adhere to and comply with the representations made by SOUTH CENTRAL in its response, dated October 7, 2012, to LOWER PAXTON's Request for Proposals.
4. SOUTH CENTRAL shall on its own account engage the services of agents or assistants whom SOUTH CENTRAL may deem reasonably necessary to enable SOUTH CENTRAL to perform its duties under this Agreement. The cost of all such services shall be chargeable solely to SOUTH CENTRAL and will not be charged to LOWER PAXTON.
5. SOUTH CENTRAL shall provide to LOWER PAXTON's duly appointed representative, quarterly income and expense statements and reports showing the previous quarter's call activity for the municipalities of LOWER PAXTON, no later than 20<sup>th</sup> day of the month following the end of the quarter.
6. SOUTH CENTRAL shall provide, to LOWER PAXTON, on a bi-annual basis, a financial audit prepared by a CPA. In years in which an audit report is not required, SOUTH CENTRAL shall provide year-end financial statements prepared by a CPA. Said reports shall be provided within one hundred twenty (120) days following the conclusion of the fiscal year.
7. SOUTH CENTRAL shall comply with an Emergency Vehicle Driver's policy in accordance with the PA Department of Health regulations as it applies to all emergency vehicle drivers and driver trainees.
8. SOUTH CENTRAL shall require all of its emergency service personnel, whether paid or volunteer, to meet all state-mandated training qualifications in order to provide emergency medical services for SOUTH CENTRAL.

9. SOUTH CENTRAL shall comply with all federal, state, county, municipal and local laws, regulations and ordinances as well as those rules and regulations created by virtue of this Agreement.
10. SOUTH CENTRAL shall cooperate fully with all emergency service providers who provide emergency services within LOWER PAXTON, and when appropriate accept the assistance of qualified service providers and volunteers in order to create a sense of teamwork when providing services to those municipalities.
11. In order to effectively meet the emergency medical needs of LOWER PAXTON, SOUTH CENTRAL will coordinate the dispatch and response of all emergency medical providers responding within the municipalities. SOUTH CENTRAL shall assist and/or direct EMS training for the township fire and police department(s).
12. SOUTH CENTRAL shall telephone the LOWER PAXTON designated representative immediately if emergency medical service coverage is interrupted for any reason, and provide written notice of the same to LOWER PAXTON'S designated representative within twenty-four (24) hours.
13. SOUTH CENTRAL shall maintain a policy of liability insurance in the minimum sum of \$1,000,000, and shall name LOWER PAXTON as an additional insured under such policy to cover any claims arising out of the performance of SERVICES by SOUTH CENTRAL under this Agreement. SOUTH CENTRAL further agrees to indemnify, hold harmless and defend LOWER PAXTON, its agents, servants, and employees from any and all loss and liability from claims of any nature or kind arising directly or indirectly from the operations and actions of SOUTH CENTRAL, their agents, officers, volunteers and employees.
14. During the term of this Agreement and any subsequent renewals, SOUTH CENTRAL shall not reduce any member benefits in their subscription program without the express written approval of LOWER PAXTON.
15. Except as permitted or required by this Agreement or by applicable law, both SOUTH CENTRAL and LOWER PAXTON will not use or disclose patient information in the manner that would violate the requirements of 45 CFR Section 164.504 and Section 164.506(e) known as HIPAA (Privacy and Security Standards) contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition, SOUTH CENTRAL and LOWER PAXTON expressly agree to comply with HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractor or agent of SOUTH CENTRAL or LOWER PAXTON, or both, which receives protected health information, that such subcontractor or agent agrees to the same restrictions and conditions imposed upon SOUTH CENTRAL and LOWER PAXTON under HIPAA.
16. SOUTH CENTRAL shall prepare and adopt a 5-year replacement plan for its fleet of ambulances and present same to LOWER PAXTON within six (6) months of the date of this agreement.
17. SOUTH CENTRAL shall make available to LOWER PAXTON two appointments to its Board of Directors with the same rights and responsibilities as the other Directors. SOUTH CENTRAL shall make any necessary amendments to its by-laws to accommodate these appointments.
18. SOUTH CENTRAL shall provide, at no additional cost, standby services to LOWER PAXTON'S three fire companies for training events, however, such events shall not include standby services for fire company fundraising activities.

## **DUTIES OF LOWER PAXTON**

1. LOWER PAXTON shall make available to SOUTH CENTRAL one appointment on LOWER PAXTON'S Public Safety Committee with the same rights and responsibilities as the other Public Safety Committee members. LOWER PAXTON shall make any Board resolutions necessary to accommodate this appointment.
2. LOWER PAXTON grants permission to SOUTH CENTRAL to solicit annual subscriptions to residents and businesses and to organize and conduct an annual fund drive from residents, businesses,

and other entities located within LOWER PAXTON. SOUTH CENTRAL will provide LOWER PAXTON with copies of all items distributed in subscription and fund drive mailings. LOWER PAXTON agrees to provide to SOUTH CENTRAL a listing of all residential, commercial or other entity properties within the municipality and shall, annually, update said listing at least sixty (60) days prior to the effective date of this Agreement. Solicitations must not use the name, logo, images or likeness of LOWER PAXTON without written permission from LOWER PAXTON's designated representative; nor the name, images or likeness of LOWER PAXTON employees, agents, or volunteers, without their written permission.

## INDEPENDENT CONTRACTOR

SOUTH CENTRAL is an independent contractor and not an employee, partner or joint venturer with LOWER PAXTON under this Agreement.

## TERMINATION

A. SOUTH CENTRAL shall have the right to terminate this Agreement under the following circumstances:

1. In the event of any change in state or federal statutory law or any regulation promulgated which prohibits, restricts, or otherwise adversely affects the ability or right of SOUTH CENTRAL to continue to provide the SERVICES pursuant to this Agreement or otherwise or which adversely affect reimbursement by third party payers or other reimbursement. In the event of any such statutory or regulatory change LOWER PAXTON and SOUTH CENTRAL, shall, for a period of thirty (30) calendar days, attempt to negotiate modifications or amendments to the Agreement, which will permit compliance with said statutory or regulatory change. If LOWER PAXTON and SOUTH CENTRAL cannot agree to any such amendment or if this Agreement cannot be amended as a result of the statutory or regulatory change then SOUTH CENTRAL shall have the right to terminate this Agreement upon ninety (90) calendar days' written notice to LOWER PAXTON.

B. LOWER PAXTON shall have the right to terminate this Agreement under the following circumstances:

1. LOWER PAXTON shall have the right, with or without cause, to terminate this Agreement upon ninety (90) days' prior written notice to SOUTH CENTRAL in the event and as specified in Paragraph A-1.

2. In the event SOUTH CENTRAL's license to operate a Basic and Advanced Life Support Ambulance Service issued by the PA Department of Health is lost or suspended, LOWER PAXTON shall have the right to terminate SOUTH CENTRAL upon giving ten (10) days written notice or their intent to terminate this Agreement.

C. In the event of termination pursuant to Paragraph A or B above, SOUTH CENTRAL and LOWER PAXTON shall take the following action:

1. LOWER PAXTON shall, as of the effective date of the termination, be responsible to provide, either directly or indirectly, the SERVICES pursuant to this Agreement, for the residents of LOWER PAXTON in accordance with the then applicable law.

2. If applicable, the then current municipal contributions, as described on Page 2, "MUNICIPAL CONTRIBUTIONS" paid by LOWER PAXTON to SOUTH CENTRAL shall be prorated as of the effective date of the termination.

## NON-ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by SOUTH CENTRAL without the prior written approval of LOWER PAXTON. In the event of an assignment by SOUTH CENTRAL to which LOWER PAXTON has consented, the assignee or the assignee's legal representative on behalf of the assignee shall agree in writing with LOWER PAXTON to assume, perform and be bound by the covenants, obligations, agreements, rules and regulations contained in this Agreement.

## INDEMNIFICATION

1. SOUTH CENTRAL shall indemnify, save and hold harmless LOWER PAXTON from any claims arising from any act or omission of SOUTH CENTRAL or its agents, employees, servant or assigns. SOUTH CENTRAL shall indemnify, save and hold harmless LOWER PAXTON for wanton, willful, reckless or negligent acts by any of its members, agents, or employees, which causes losses or damages to LOWER PAXTON. SOUTH CENTRAL shall reimburse and defend LOWER PAXTON from any cause of action covered by this section.

## ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or written between the parties to this Agreement, and no other Agreement, statement or promise relating to the subject matter of this Agreement are an integral part of this Agreement.

## MODIFICATIONS AND AMENDMENTS

1. The terms of Agreement shall continue in full force and effect throughout the term of this Agreement.
2. LOWER PAXTON may develop other rules and regulations for LOWER PAXTON's emergency medical service providers and provide said rules and regulations to SOUTH CENTRAL in writing. Such rules and regulations will not apply to SOUTH CENTRAL except by the mutual agreement of both parties in writing.
3. This Agreement may not be amended except by the mutual Agreement of the parties in a writing attached to and incorporated into this Agreement.

## MISCELLANEOUS

1. This Agreement shall be binding on the parties, their respective officers, employees, administrators, legal representative, successors and assigns.
2. The validity of this Agreement and any of its terms as well as the rights and duties of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

## SEVERABILITY

In case any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid or unenforceable provision was never contained in it.

## NONDISCRIMINATION

It is the policy of LOWER PAXTON to provide equal opportunity to all persons and not to discriminate against any individual, employee, or contractor on the basis of race, color, creed, sex, marital status, age national origin, political affiliation, handicap, or disability. LOWER PAXTON requires that all contractors and subcontractors doing business with LOWER PAXTON practice Equal Employment Opportunity and Affirmative Action. In addition, such subcontractors shall not discriminate against any of the herein referenced individuals or groups as a condition of its Agreement with LOWER PAXTON.

**NOTICES**

Any notices required by the terms of this Agreement shall be sent:

If to LOWER PAXTON:

George Wolfe  
LOWER PAXTON TWP. MGR.  
425 Prince Street  
Harrisburg, PA 17109

If to SOUTH CENTRAL:

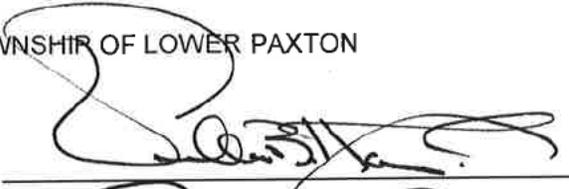
Jason Campbell, NRCCEM-T-P  
CHIEF & CEO  
8065 Allentown Blvd.  
Harrisburg, PA 17112

**AUTHORITY**

The below signed certify that they have the authority of their respective governing bodies to execute this Agreement as evidence by the attached Board of-resolutions.

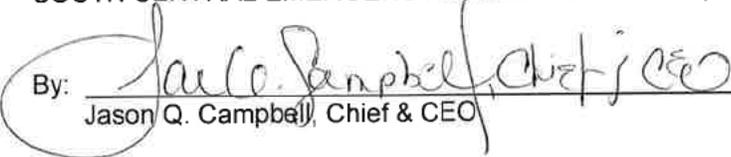
Executed in LOWER PAXTON, Commonwealth of Pennsylvania, on the date first written above.

TOWNSHIP OF LOWER PAXTON

By: 

Attest: 

SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC.

By: 

Jason Q. Campbell, Chief & CEO

**ORDINANCE NO. 20-09**

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

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of Lower Paxton (hereinafter the “Township”) is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township’s jurisdiction; and

**WHEREAS**, Comcast of Southeast Pennsylvania, LLC (“Comcast”) currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated October 19, 2010; and

**WHEREAS**, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct and operate its Cable System over, under, and along the aforesaid public rights-of-way; and

**WHEREAS**, the aforesaid public rights-of-way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of subscriber service, maintain a technologically advanced cable system, receive franchise fees for Comcast’s use of the Township’s public rights-of-way as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; 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; and

**WHEREAS**, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

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

**ENACTED AND ORDAINED** this 15<sup>th</sup> day of September, 2020.

**ATTEST:**

**BOARD OF SUPERVISORS  
LOWER PAXTON TOWNSHIP**

\_\_\_\_\_  
Chris Judd, Township Secretary

\_\_\_\_\_  
Lowman S. Henry, Chair

\_\_\_\_\_  
Robin Lindsey, Vice Chair

\_\_\_\_\_  
Chris Judd, Secretary

\_\_\_\_\_  
Norman C. Zoumas, Treasurer

\_\_\_\_\_  
**XXXX**

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**LOWER PAXTON TOWNSHIP**

**AND**

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

With assistance from:

Cohen Law Group  
413 South Main Street - Third Floor  
Pittsburgh, PA 15215  
Phone: (412) 447-0130  
[www.cohenlawgroup.org](http://www.cohenlawgroup.org)

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## **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between Lower Paxton Township, a municipality located in Dauphin County, Pennsylvania (hereinafter referred to as the “Township”) and Comcast of Southeast Pennsylvania, LLC (hereinafter referred to as “Comcast”).

**WHEREAS**, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

**WHEREAS**, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated October 19, 2010; and

**WHEREAS**, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

**WHEREAS**, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; 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; and

**WHEREAS**, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

## **SECTION 1** **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC, but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - 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.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;

- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Service Interruption - The loss of picture or sound on all Cable Service channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

## **SECTION 2** **GRANT OF FRANCHISE**

### **2.1 GRANT OF AUTHORITY**

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

## **2.2 TERM OF FRANCHISE**

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties, (the “Effective Date”), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

## **2.3 REPRESENTATIONS AND WARRANTIES**

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

## **2.4 NON-EXCLUSIVITY**

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

## **2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS**

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

## **2.6 COMPETITIVE EQUITY**

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that,

when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

### **SECTION 3** **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

#### **3.1 TECHNICAL REQUIREMENT**

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. 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 regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

#### **3.2 AREA TO BE SERVED**

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall

commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

### **3.3 CABLE SYSTEM SPECIFICATIONS**

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

### **3.4 SYSTEM TESTS**

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein,

Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

### **3.5 EMERGENCY ALERT SYSTEM**

Comcast shall comply with the Emergency Alert System requirements of the FCC.

### **3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES**

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

### **3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")**

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

### **3.8 REPAIRS AND RESTORATION**

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or

wires. Comcast shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

### **3.9 SERVICE AREA MAPS**

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

### **3.10 DISCONNECTION AND RELOCATION**

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other

public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

### **3.11 EMERGENCY REMOVAL OF EQUIPMENT**

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

### **3.12 TREE TRIMMING**

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

### **3.13 CHANNEL CAPACITY**

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

### **3.14 BROADCAST CHANNELS**

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial

educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

### **3.15 SIGNAL SCRAMBLING**

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

### **3.16 CONTINUITY OF SERVICE**

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

## **SECTION 4 SUBSCRIBER SERVICE STANDARDS**

### **4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY**

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall

notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

#### **4.2 INSTALLATIONS AND SERVICE CALLS**

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

#### **4.3 NOTICES**

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;

(7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the Subscriber.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

#### **4.4 BILLING**

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

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

#### **4.5 SUBSCRIBER COMPLAINT PROCEDURES**

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

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

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

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

#### **4.6 DISCONNECTION**

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

#### **4.7 SERVICE INTERRUPTIONS**

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during

the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

#### **4.8 PRIVACY**

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

### **SECTION 5** **REGULATION BY THE TOWNSHIP**

#### **5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION**

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of

Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

## **5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW**

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

## **5.3 RESERVED AUTHORITY**

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

## **5.4 POLICE POWERS**

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

## **5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY**

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

## **5.6 PERMITS**

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township.

Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

## **5.7 REPORTING**

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

### **(a) Subscriber Complaint Reports**

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of thirty (30) minutes and the approximate length of time of each such interruption

### **(b) Government Reports**

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

**SECTION 6**  
**COMPENSATION TO THE TOWNSHIP**

**6.1 FRANCHISE FEES**

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

**6.2 QUARTERLY PAYMENTS**

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth 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 March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

**6.3 QUARTERLY REPORTS**

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

**6.4 FRANCHISE FEE REVIEW**

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within

sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

## **6.5 BUNDLED SERVICES**

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

**SECTION 7**  
**SERVICES TO THE COMMUNITY**

**7.1 SERVICES TO COMMUNITY FACILITIES**

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Township may upgrade the level of Cable Service received at then current rate card prices for the higher level of service. The Township may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the Franchise Fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary Cable Services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of Cable Service, outlets, or service locations ordered by the Township shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

**7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL**

(a) Comcast shall continue to provide to the Township the use of two (2) Educational and Governmental ("EG") Access Channels in accordance with Section 611 of the Cable Act. Such EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township to utilize the EG Channels, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Township. This fiber link and equipment shall be collectively known as the

“Return Line.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channels programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channels so long as the Township provides Comcast with access to such location and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

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

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

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township’s expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

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

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channels as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall comply with the following requirements. Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

### **7.3 EG CAPITAL GRANT**

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local EG Channel programming. The Township shall ensure the use of the EG capital grant is consistent with federal law. The EG grant provided by Comcast shall be in the amount of \$53,154. Such grant is to be paid to the Township within ninety (90) days of the Effective Date of this Agreement. Comcast and the Township agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

## **SECTION 8** **ENFORCEMENT, INSURANCE AND INDEMINIFICATION**

### **8.1 VIOLATIONS AND OPPORTUNITY TO CURE**

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township’s judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

### **8.2 LIQUIDATED DAMAGES**

(a) Because Comcast’s failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure

period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

### **8.3 REVOCAION**

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Board of Supervisors after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

#### **8.4 PERFORMANCE BOND**

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

#### **8.5 INSURANCE**

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

## **8.6 INDEMNIFICATION**

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

## **SECTION 9** **MISCELLANEOUS**

### **9.1 FORCE MAJEURE**

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

### **9.2 REMOVAL OF SYSTEM**

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right

to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

### **9.3 NOTICES**

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109  
Attention: Township Manager

Every legal notice to be served upon or made to the Township shall, in addition to the notice address above, also be delivered or mailed as described above to:

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

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC  
15 Summit Park Drive  
Pittsburgh, PA 15275  
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: Legal Department/Franchise

AND

Comcast  
Northeast Division  
676 Island Pond Road  
Manchester, NH 03109  
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **9.4 EQUAL EMPLOYMENT OPPORTUNITY**

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

#### **9.5 CAPTIONS**

The captions for 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.

#### **9.6 GOVERNING LAW; VENUE**

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Dauphin, or in the United States District Court for the Middle District of Pennsylvania.

#### **9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL**

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

## **9.8 ENTIRE AGREEMENT**

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

## **9.9 SEPARABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

## **9.10 NO WAIVER OF RIGHTS**

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

**9.11 CHANGE OF LAW**

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

**9.12 COMPLIANCE WITH LAWS**

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

**9.13 NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

**9.14 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2020 of the Township Board of Supervisors.

**WITNESS** our hands and official seals to this Cable Franchise Agreement.

**LOWER PAXTON TOWNSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

By: \_\_\_\_\_

Name: Michael Parker

Title: Senior Vice President – Keystone Region

Date: \_\_\_\_\_

EXHIBIT A  
LOCATIONS FOR CABLE TELEVISION SERVICE