



**WEST WHITELAND TOWNSHIP  
BOARD OF SUPERVISORS  
Agenda  
Wednesday, February 11, 2026  
6:30 p.m.**

[Etiquette for  
hybrid meetings](#)

[Join Zoom Meeting](#)

Meeting ID: 848 4944 7386 Passcode: 871814 One tap mobile +16465588656

**Meeting Packets can be found on Township website**

Reminder to meeting participants: Please speak clearly into the microphone

Call To Order

Pledge of Allegiance

**ANNOUNCEMENTS:**

The Board of Supervisors met on January 28<sup>th</sup>, February 2<sup>nd</sup>, and prior to tonight's meeting to discuss matters of personnel and litigation

The Township Building will be closed on Monday, February 16<sup>th</sup> for Presidents' Day

**PUBLIC COMMENT:**

Comments from audience about items not on the agenda

**CONSENT AGENDA:**

Approval of January 28, 2026 Minutes

**BUSINESS:**

1. Authorization for Temporary Road Closure of Burke Road for Litter Clean-up
2. Authorization for Sound Amplification and Off-Hours Use of Boot Road Park
3. Approval of Disc Golf Course Signage for Exton Park
4. Approval of Addendum to Agricultural Lease
5. Authorization to Advertise Ordinance Authorizing Execution of Cable Franchise Agreement with Verizon
6. Authorization to advertise proposed amendment to the Zoning Ordinance for the regulation of data centers
7. Approval of Township Payment Report for February 11, 2026
8. Township Commission Updates from Board Liaisons
9. Staff Updates

**Adjournment**

Next Meeting: February 25, 2026

Next Ordinance: 487

Next Resolution: 2026-11

# MEMORANDUM



**DATE:** February 4, 2026  
**TO:** Board of Supervisors  
**FROM:** Edward J. Culp Jr., Operations Manager Public works  
**SUBJECT:** Authorization of Temporary Closure of Burke Road for Community Clean up

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**MOTION:**

To authorize the temporary closure of Burke Road, between Whiteland Woods Boulevard and Whitford Road in both directions on Saturday March 14, 2026, from 7:00 AM to 9:30 AM.

**BACKGROUND:**

For this event staff and volunteers are getting together to do a cleanup on Burke Road and in Burke Road Park. The area between Whitford Road and Whiteland Woods Boulevard on Burke Road has become a catch basin for trash and litter. This section of Burke Road is downhill from Whiteland Woods Development and surrounding homes. Burke Road Park, which is located along this stretch of road, also accumulates trash and litter. There is a tributary of Valley Creek along the roadway that can transport this litter throughout our Upper Brandywine Creek Watershed. With the way the road is and traffic, it would be safer to close the road to allow the litter to be cleaned up.

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# MEMORANDUM

**DATE:** February 4, 2026

**TO:** Board of Supervisors  
Pam Gural-Bear, Township Manager

**FROM:** Edward J. Culp Jr., Public Works Operations Manager

**SUBJECT:** Authorization for Sound Amplification and Off-Hours Use of Boot Road Park

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**MOTION:**

To authorize the use of sound amplification and the off-hours use of Boot Road Park for church services on April 5, 2026, from 6:00 AM to 7:30 AM.

**BACKGROUND:**

Grove United Methodist Church has requested permission to use sound amplification and to access Boot Road Park prior to normal operating hours for their Sunrise Church service on April 5, 2026, from 6:30 AM to 7:30 AM. The church requests access beginning at 6:00 AM to allow for event setup.

The church will provide all necessary equipment and staff to have this event. They have submitted all the proper permits and insurance certificates required by the Township. The Park Rules state that the use of sound amplification is not permitted in the parks. Park Rules also state that the parks are closed from Dusk to Dawn. Therefore, approval from the Board of Supervisors is required to allow both sound amplification and off-hours use for this event.



# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** Ally Brandt, Park, Rec and Events Coordinator  
**SUBJECT:** Exton Park Disc Golf Course Signage  
**DATE:** February 11, 2026

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**Motion:**

To approve the Disc Golf signage package for Exton Park as recommended by the Friends of the Parks, with the Friends funding the signage and the Township Public Works Department completing the installation, consistent with the Township's Park signage standards.

**Background:**

West Whiteland Township's Friends of the Parks, a 501c3 non-profit chartered in the Township and established by the Board of Supervisors, has played an integral role in the creation of Exton Park's Disc Golf Course. The Friends have funded the course thus far, including purchasing the 9 baskets in 2023, and covering costs of the permanent tee-pads which were installed in 2024.

The next stage of the Disc Golf Course is permanent Tee – Signs to replace the current laminated paper signs. These signs are consistent with the Township's signage manual and have been designed by a professional Disc Golf Course Design Company, Houck Design. These signs will explain how to play the game, which is helpful for new players, while enhancing player experience for all levels. They also provide clear wayfinding throughout the course and important details for each hole.

The Friends will purchase nine 12" x 18" tee-signs, and one 2' x 3' overview sign at a total cost of \$1,842. Once approved the Township will install the signs.

The project highlights the ongoing partnership between the Township and the Friends of the Parks. Special thanks to Jay Madarasz for his consistent support, including helping with the course layout, contributing to the sign design, and sharing his expertise with Township staff.



# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

# 1

Par 4

568'

**Out-of-Bounds**

Tall grass beyond  
the basket  
Road and beyond





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

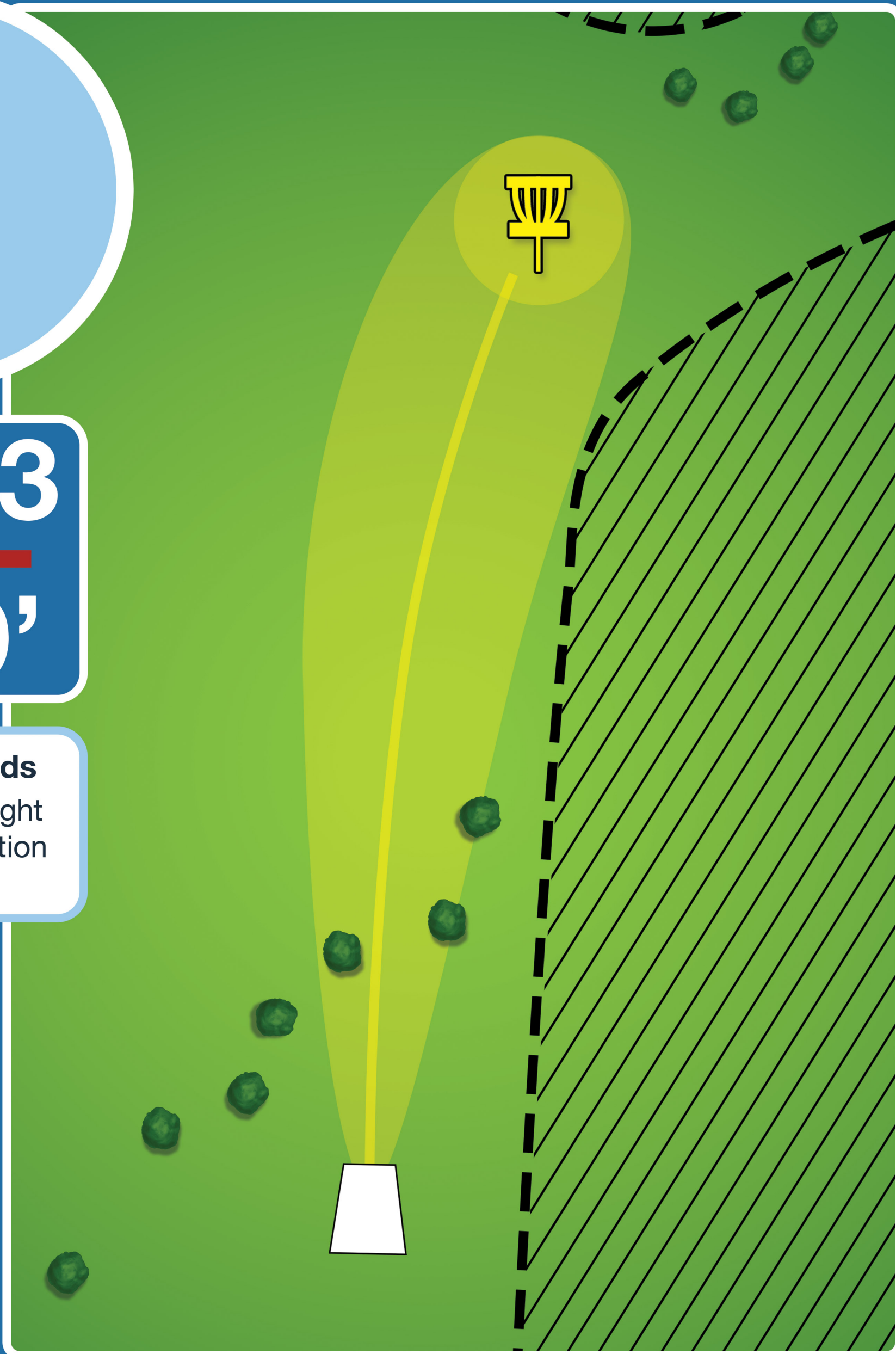
# 2

Par 3

289'

### Out-of-Bounds

Farm field on right  
Tall grass/retention  
basin





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

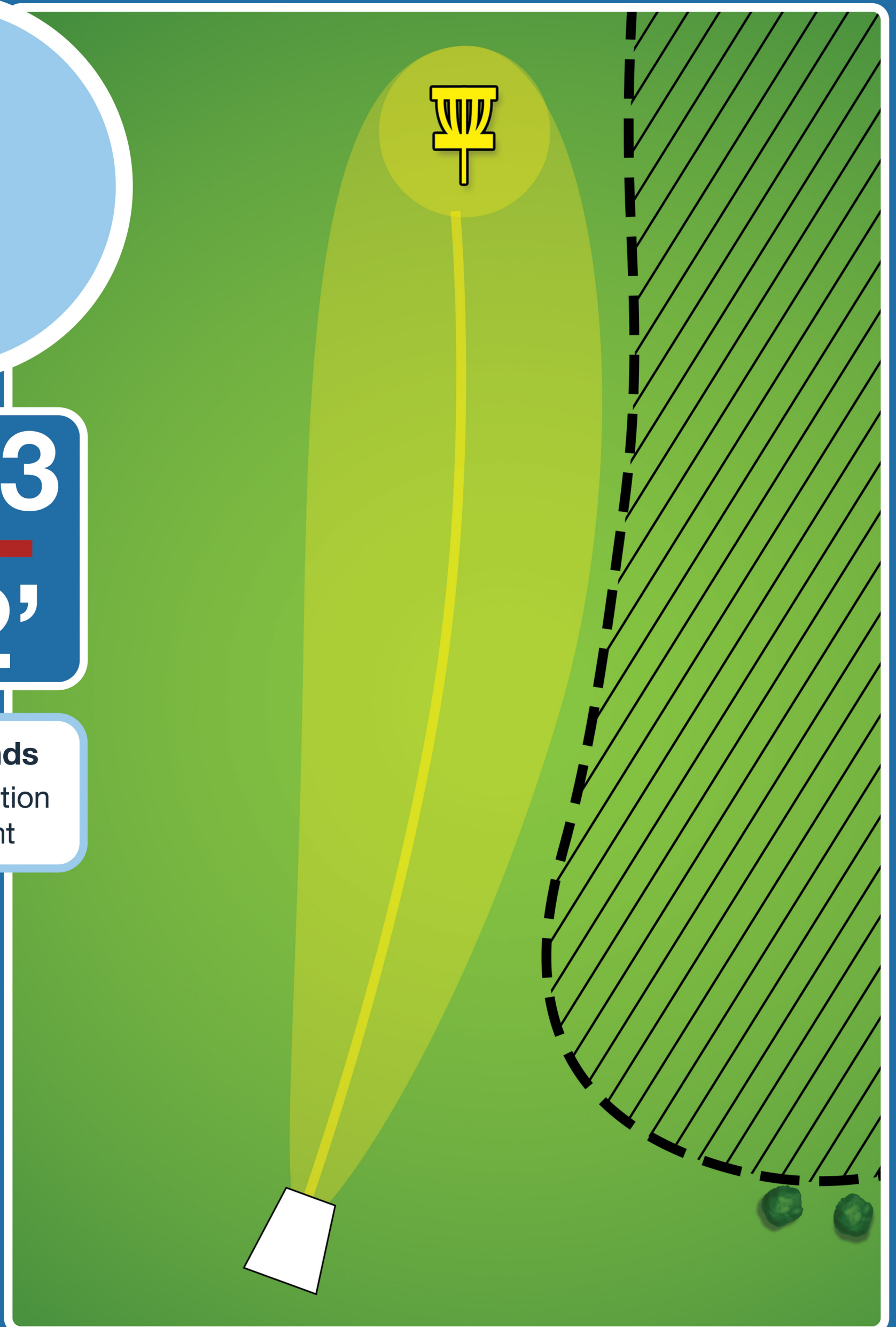
# 3

Par 3

352'

### Out-of-Bounds

Tall grass/retention basin on right





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

#  
**4**

**Par 3**

**208'**

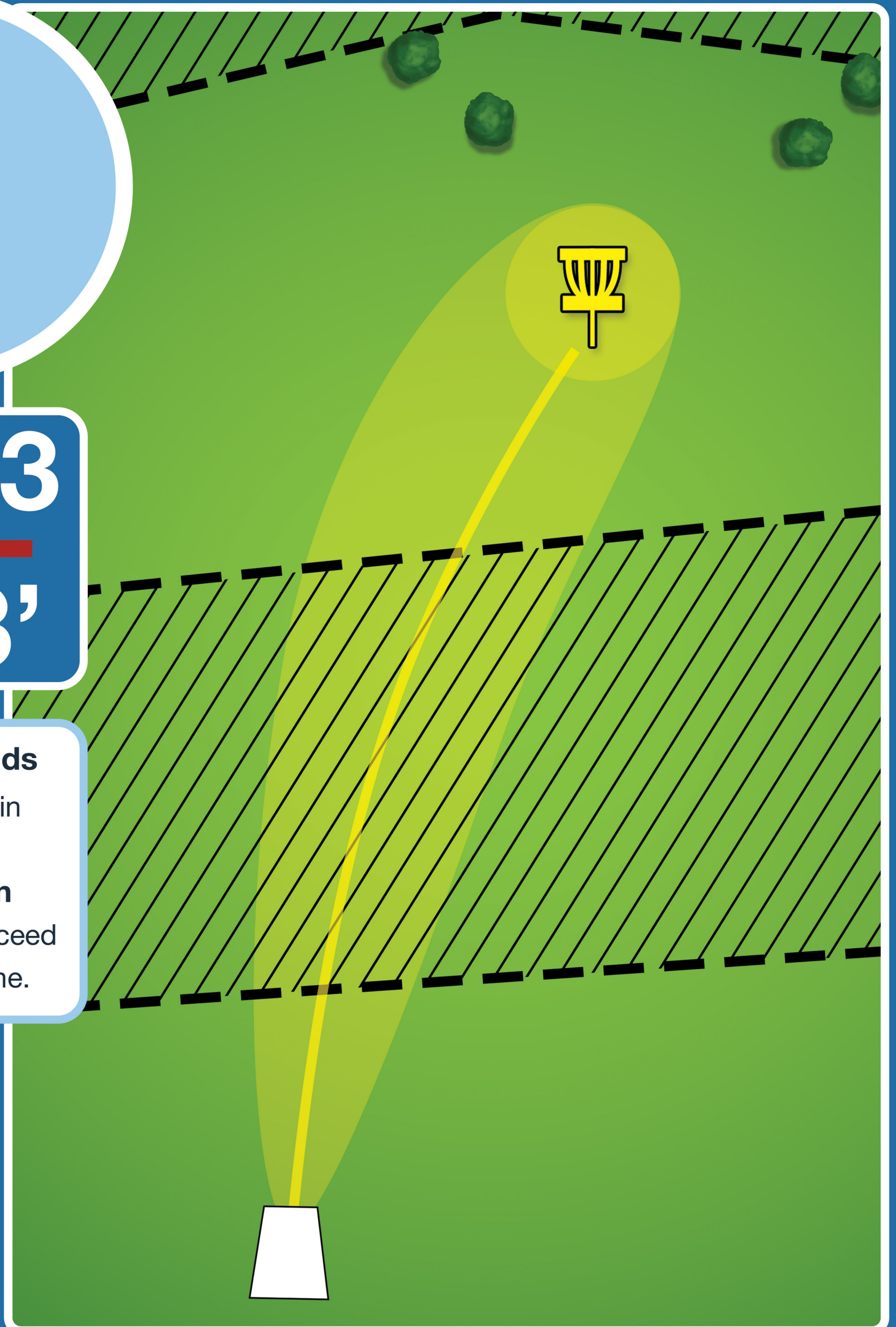
### Out-of-Bounds

Retention basin

Farm field

### Island Green

All OB shots proceed  
to the drop zone.





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

# 5

Par 4

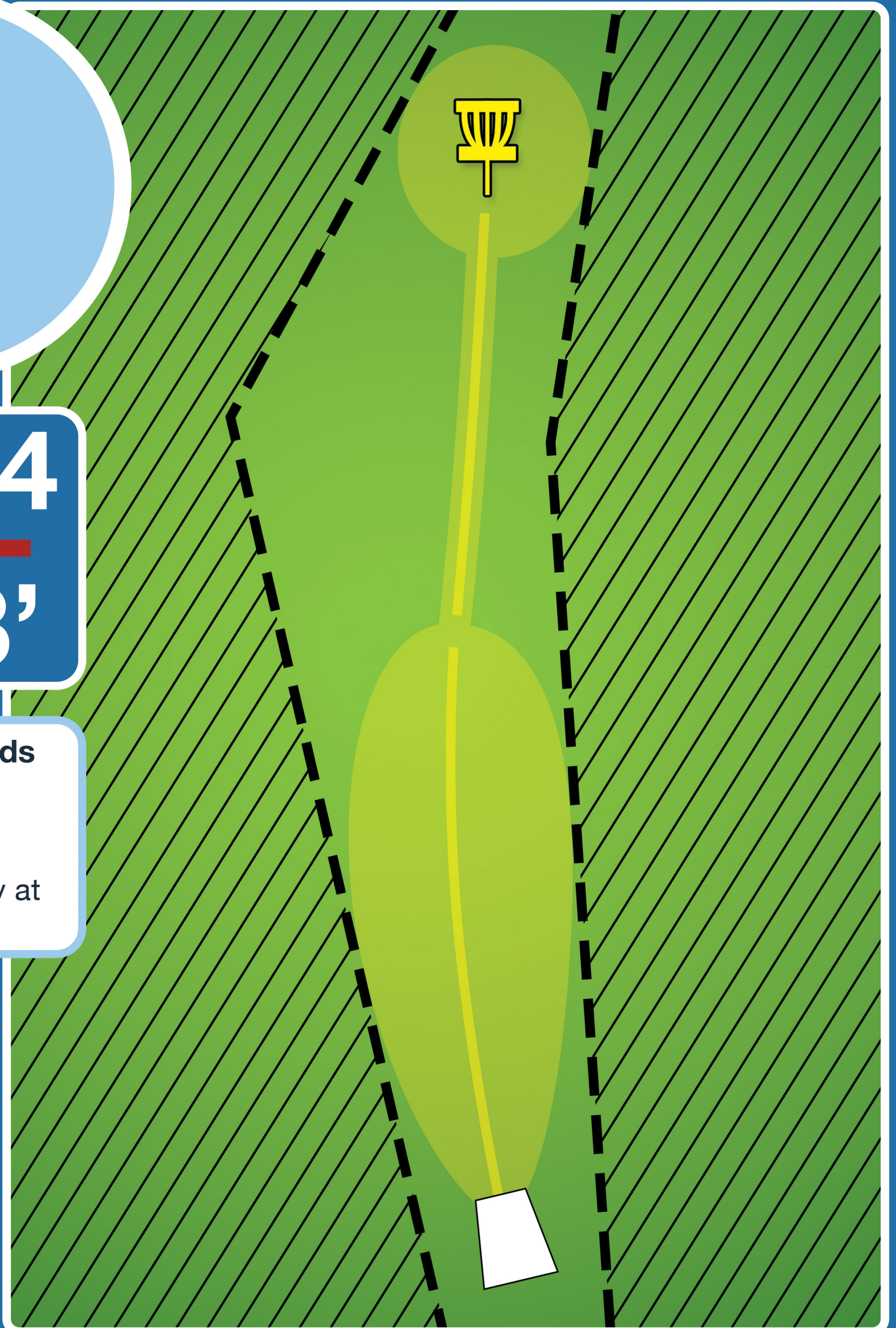
458'

**Out-of-Bounds**

Farm field

**Hazard**

Tall grass. Play at the lie.





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

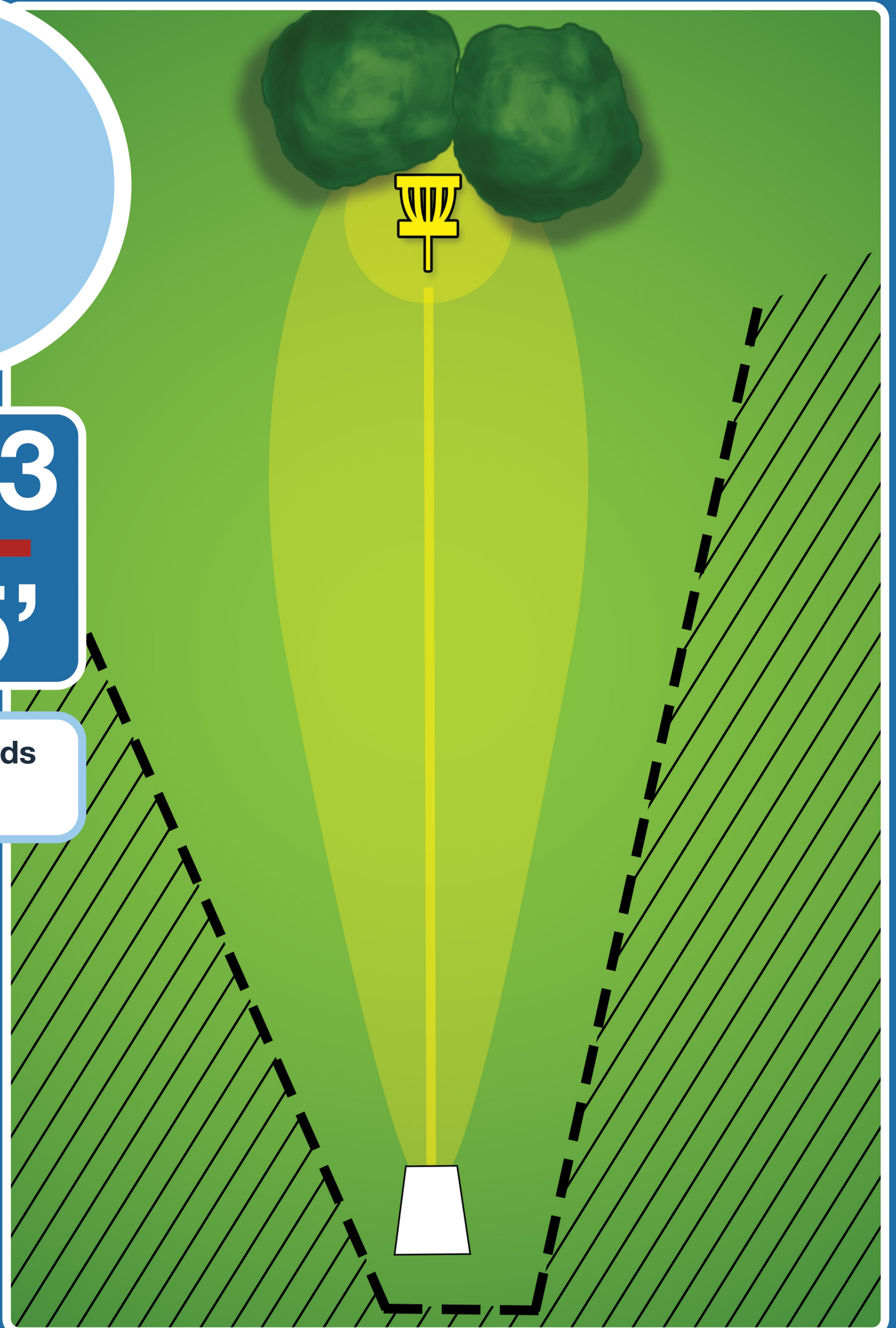
#  
**6**

**Par 3**

**275'**

**Out-of-Bounds**

Tall grass





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

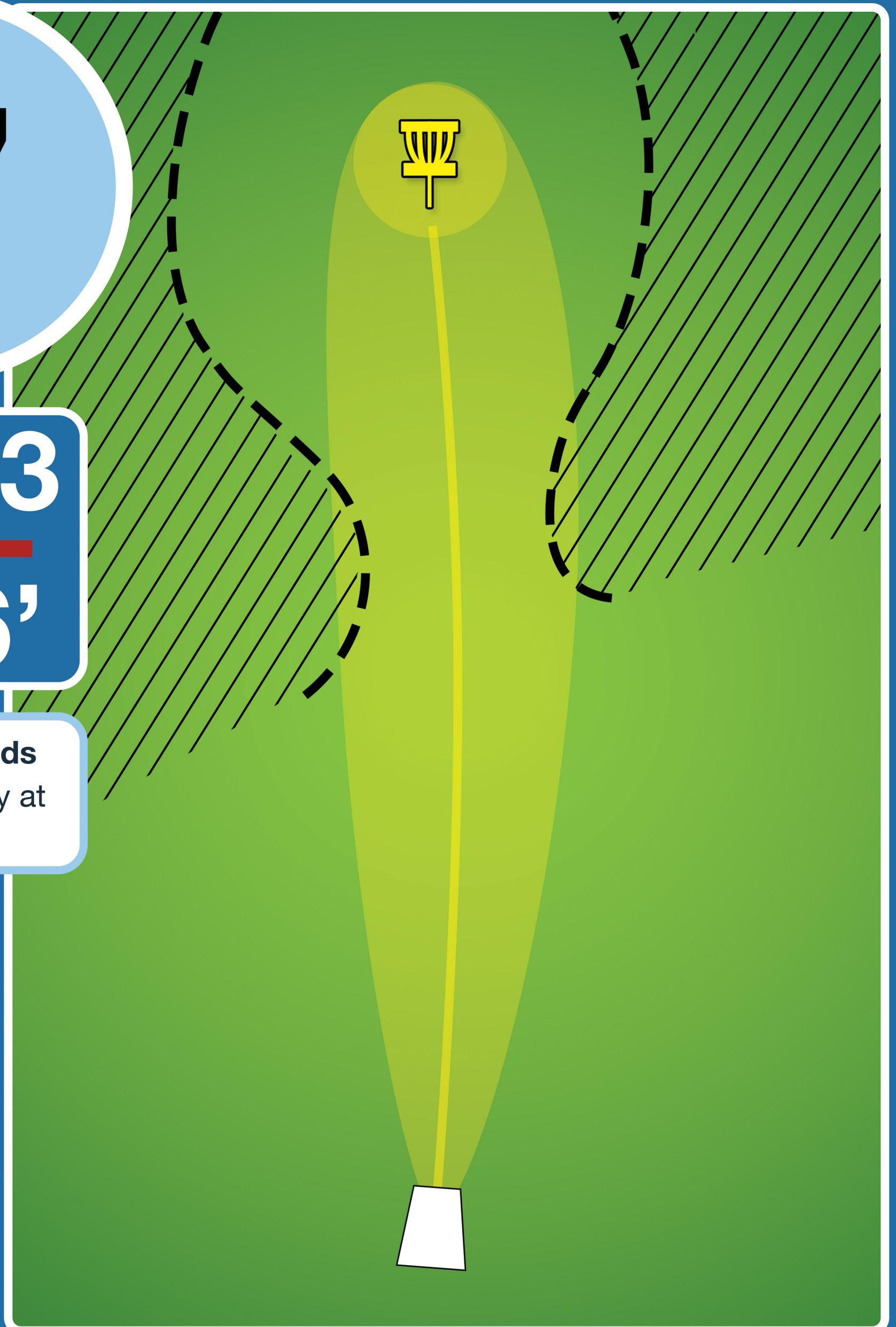
# 7

Par 3

376'

### Out-of-Bounds

Tall grass. Play at the lie.





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

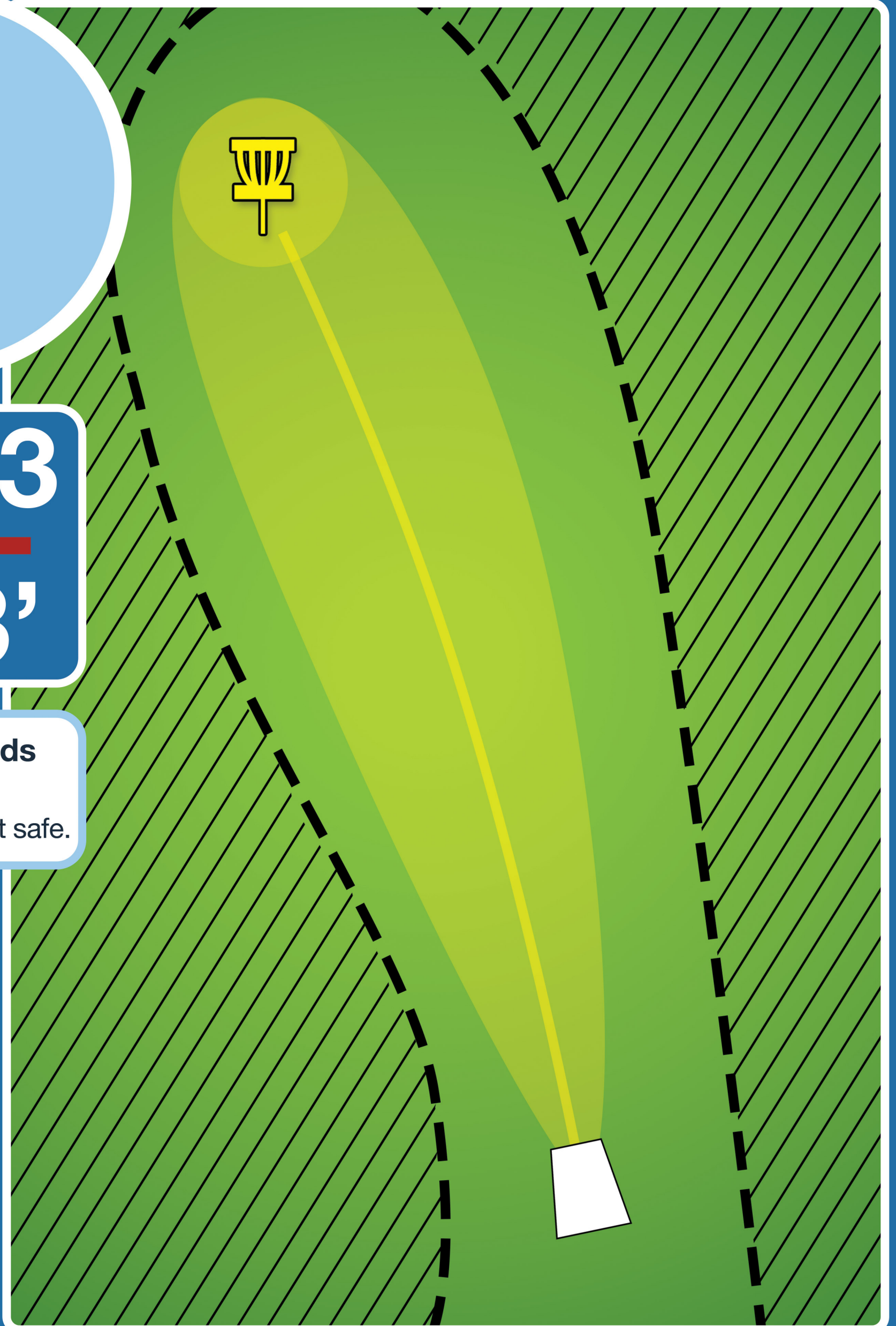
# 8

Par 3

263'

### Out-of-Bounds

Tall grass  
Walking path is not safe.





# EXTON PARK

## DISC GOLF COURSE

West Whiteland

TOWNSHIP

# 9

Par 5

638'

### Out-of-Bounds

Woodline on the right  
Tall grass  
Farm field





# EXTON PARK DISC GOLF COURSE



- #1 Par 4 568'
- #2 Par 3 289'
- #3 Par 3 352'
- #4 Par 3 208'
- #5 Par 4 458'
- #6 Par 3 275'
- #7 Par 3 376'
- #8 Par 3 263'
- #9 Par 5 638'



## OBJECT OF THE GAME

To play each hole in the fewest throws (strokes) possible. The player with the lowest total strokes for the course wins.

**Safety First** - Golf discs can cause serious injury. Never throw when players or course users are within range. Always give course users the right of way. Be aware of your surroundings and environment.

**Objective:** Each hole begins at the tee. Then you throw from wherever your disc comes to rest (the lie). You finish the hole when your disc is supported by the basket piece or the chains. The player who is farthest from the target always throws first. When teeing off, lowest score from the previous hole goes first.



## BASIC RULES OF PLAY

On the tee, you must have at least one foot on the tee area when you throw. In the fairway, you must throw from a spot that is behind your lie, within 12", and in line with the target. A run up and follow through are always allowed, with one exception: a lie within 10 meters (33') of the target is considered a putt, and you may not step past your lie. If you consider your lie unsafe or unplayable, move directly away from the target and take a one-throw penalty.

**Out-of-Bounds:** If your throw comes to rest in an Out-of-Bounds area, take a one-throw penalty. You may then re-throw from the same lie, or go to where your disc was last in-bounds, move in one meter (3'), and throw from that spot. (If there is a designated drop zone on the hole, you may also choose to throw from there.)

## COURTESY AND ETIQUETTE

Enjoy and watch out for wildlife. Remain quiet and avoid unnecessary movements when others are throwing. Stand behind the player who is throwing until their throw is complete. Allow faster groups to play through when possible. Respect the course; do not alter trees or obstacles. Vandalizing targets, signs, course equipment, and landscaping is a serious offense that will be prosecuted.

Exton Park Disc Golf Course is Open from Sunrise to Sunset.



This course was funded by West Whiteland Township's Friends of the Parks and their generous community sponsors.



# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** Pam Gural-Bear, Township Manager  
**SUBJECT:** Approval of First Amendment to Agricultural Lease  
**DATE:** February 6, 2026

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## **Motion**

To approve the First Amendment to the Agricultural Lease and authorize the Township Manager to execute the Amendment on behalf of the Township.

## **Background**

The purpose of this memorandum is to request Board approval of a First Amendment to the Agricultural Lease between West Whiteland Township and Mr. Mitchell.

The Amendment addresses two primary items:

**1. Field Access and Utility Protection**

The Amendment formally limits the lessee's access with heavy agricultural equipment to Swedesford Road and Church Farm Lane and establishes a 300-foot restricted buffer around Parcel No. 41-3-7 to protect existing underground water lines. These restrictions are shown on the attached map (Exhibit "F").

**2. Annual Acreage Adjustment**

As portions of Exton Park are developed for recreational and related public uses, the Amendment provides that the leased agricultural acreage will be adjusted annually to reflect the actual tillable acreage remaining, with rental payments recalculated accordingly. This clarifies and supplements the existing withdrawal and adjustment provisions of the lease.

The Amendment does not otherwise alter the substantive terms of the existing Agricultural Lease and is intended to provide clarity, protect Township infrastructure, and allow flexibility as park development proceeds.

## **Attachments**

Agricultural Lease  
Proposed First Amendment to the Lease  
Exhibit F

# WEST WHITELAND TOWNSHIP

## AGRICULTURAL LEASE

THIS AMENDED AGREEMENT made this 26<sup>th</sup> day of April, 2023, by and between Jeffrey Mitchell, 80 Martin Drive, Reinholds, PA 17569 (hereinafter referred to as the "Lessee"), and West Whiteland Township, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as the "Township").

### 1. Farm Property

The Township shall lease to Lessee certain parcels of land situated in Exton Park, located at Ship and Swedesford Road, West Whiteland Township, Chester County, PA containing more or less One Hundred and Fifty-Nine (159.00) acres of farm land. The Township does not represent the exact number of acres. This lease is limited to the tillable lands that are reviewed and approved on an annual basis, and does not include use of any buildings.

### 2. Period of Lease

This Lease Agreement shall be from March 1, 2020 and remain in effect from year to year, being automatically renewed each year unless terminated by sixty (60)-day prior written notice.

On March 1 and December 1, of each year, the Lessee shall pay the Township fifty percent (50%) of the rental for that year with the first rental payment due March 1, 2020. Any default in the payment of the rent as herein above specified shall give the Township the right to cancel this Lease Agreement by giving the Lessee ten (10) days notice in writing. Upon said termination, any crops on the premises shall become the property of the Township.

### 3. Lease Payments

The Lessee agrees to pay the sum of \$ 11,300.00, as determined by the calculations shown on Exhibit "A", for the term of the Lease Agreement. The figures used in the calculations shown in Exhibit "A" are determined by the Conservation Plan, prepared by Natural Resources Conservation Service (attached as Exhibit "B"). The Lessee shall pay the Township in two (2) installments of the yearly rental payment, for this year, the first on March 1 for \$ 5,650.00 with a final payment due on December 1 for \$ 5,650.00.

If any cropland has been withdrawn from the Lease Agreement during the proceeding year, prior to each March 1<sup>st</sup> during the term of the Lease Agreement the calculations in Exhibit "A" shall be amended to evidence the reduction in cropland. Upon the receipt of written agreement from the Lessee and Township, the amended calculations shall be an

amendment to the Lease Agreement and establish the new annual sum owed to the Township.

4. **Compliance with Laws**

The Lessee covenants with the Township to promptly comply with all applicable County, Federal, State and Municipal laws including, but not limited to, all Township Park Rules and Regulations. (Township Parks and Open Space Rules Ordinance is attached as Exhibit "C").

5. **Conservation Plan**

The Lessee herein agrees to work cooperatively with the United States Department of Agriculture's Soil Conservation Service in the implementation of a Conservation Plan.

In the event the Lessee and the Soil Conservation Service are unable to reach agreement on the various requirements of this plan, West Whiteland Township will make the final binding decision.

6. **Maintenance and Repairs**

The Township shall have no responsibility to repair or maintain the premises. All maintenance and repairs shall be the responsibility of the Lessee and shall be done in a good workmanlike manner. Any renovations or improvements made by the Lessee shall become the sole property of the Township upon termination of this Lease, and the Township shall be under no obligation to reimburse the Lessee for such improvements. The Lessee further covenants and agrees to yield the demised premises to the Township at the termination of this Lease in the same or better condition as it was in at the commencement thereof. The Lessee shall receive the written approval of the Township prior to making any improvements or undertaking any renovations.

7. **Storage**

The Lessee shall not store or leave vehicles or equipment on the premises, as well as fuel, except during harvest and planting periods. The Township shall not be liable for damages or loss of any kind or nature by reason of Lessee's storage of vehicles, equipment, or fuel on the premises. The Lessee shall be liable for damages or loss of any kind or nature by reason of Lessee's storage of vehicles, equipment, or fuel on the premises.

8. **Furnishing of Equipment and Materials**

The Lessee shall furnish all workstock, machinery, fertilizers, seed and other farm equipment and materials.

9. **Repairs to Township Property**

Lessee shall be responsible for the repair of any damages to any existing fences, buildings, or other structures currently on the premises caused by actions of the Lessee, his employees or agents. Upon the failure of the Lessee to promptly repair any such damages, the Township shall have the right to enter the property and make such repairs, as it deems necessary; the cost of which shall be billed directly to the Lessee upon completion and payable upon receipt.

10. **Use of Roads and Buildings**

The Township maintains the right to use all roads and buildings and to invite the public to do same at the Township's discretion.

The Township, its employees or agents, shall have the right to enter upon the property in order to make studies, services, tests, surveys, general and engineering inspections, appraisals, and for all other purposes related to Township matters.

11. **Agricultural Sprays**

The application of agricultural sprays shall be limited to those registered with the United States and Pennsylvania Department of Agriculture. Any application of waste material shall not be applied without prior approval of the Township.

12. **Removal of Residue**

The Lessee shall not remove, or cause or allow any other person or persons to remove corn stalks, soybean stalks, small grain stubble, or any other crop or leaf residue from the leased premises, unless receiving prior approval from the Board of Supervisors.

13. **Damage to Crops**

The Township assumes no responsibility for crops on the leased land nor is it liable for any damage to said crops caused by animals of any species, vehicles, infestation, storm, fire, or because of any other reason.

14. **Withdrawal of Cropland**

The Township is currently in the development stages of Exton Park Site. The Township reserves the right to withdraw in any year croplands covered by the Lease Agreement if the Township determines that the acreage is needed for development, recreation, wildlife protection, forestry or agricultural research, erosion control, or other purposes. In the event of a withdrawal, rental fees will be reduced proportionately and credit given for expenses incurred in producing crops on land withdrawn. The credit given for expenses

shall be determined by the crop planted on the withdrawn cropland at the rate provided in Exhibit "D", attached hereto.

**15. Changes in Character and Topography**

The Lessee may not make any changes to the character and topography of the land without written consent of the Township.

**16. Natural Resources**

Lessee shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal or other mineral, or any lumber, posts or wood. Neither shall Lessee mine, extract, drill or cut any minerals, natural, historic or archeological resources located on the property or in any other manner, separate them from the leased property. Neither shall Lessee enter into any leases for the extraction or removal of any such minerals or natural resources. All the foregoing rights are reserved exclusively to the Township. The Township or its agents may go to and from all woodland with equipment as needed to harvest timber or firewood, to conduct management practices, and for other purposes. The Township shall reimburse Lessee for any crop damage related to these practices.

**17. Hunting and Trapping**

The Township reserves all rights to hunting and trapping, and the Lessee shall not hunt or trap or grant permission to another person to do same without written permission of the Township.

**18. Negative Covenants of Lessee**

Lessee covenants and agrees to the following:

- a. Shall not occupy the demised premises in any other manner or for any other purpose than as above set forth.
- b. Shall not assign, mortgage or pledge this Lease or underlet or sublease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sublease assign, mortgage or pledge this Lease or such sublease, without an additional written consent by the Township, and without such consent no such assignment, mortgage or pledge shall be valid.
- c. The environmental restrictions and covenants as described in Exhibit "E", attached hereto.

**19. Violation of Lease Agreement**

Township reserves the right, in its absolute discretion, to terminate this Lease, upon ten (10) days notice, in writing, and take possession immediately of the premises if the

Lessee violates any of the provisions of this Lease. In the event the Township shall exercise said option, it shall make no reimbursement for any expenditures made by the Lessee.

The Township shall be the sole judge of what shall constitute a violation of the conditions of this Lease, of the failure of the Lessee to otherwise abide by any of the covenants herein contained and may order a discontinuance of the practices, or the performance of any of the work by giving the Lessee sixty (60) days notice in writing. The failure of the Lessee to comply with said notice within said 60-day period automatically gives the Township the right to immediately cancel this Lease Agreement, and take full and complete possession of the premises, any State, Federal, Municipal, or local law or regulations to the contrary notwithstanding. Upon said termination, any crops on the premises shall become the property of the Township. The Township reserves all legal and equitable remedies and specific remedies stated herein do not limit the Township to those remedies only.

**20. Termination of Lease**

Either party hereto may terminate this Lease at the end of said term by giving 60 days written notice thereof to the other party. Any termination shall not prevent the harvesting of crops planted or growing, at the time of termination, at a time when it is reasonable to harvest said crops. Failure to harvest said crops shall not extend the Lease. If notice of termination is not given then this lease shall continue for 1 year under the same terms and from year to year as the case shall be. Any extension of this lease shall not be construed as forgiveness of any prior violation of the lease.

In the event that Lessee shall give notice as aforesaid and fail to vacate, then the Township shall have the option to: (a) disregard the notice, in which case all the terms and conditions of this Lease shall continue in full force and effect as if the notice had not been given, or (b) The Township may evict the Lessee. The Township retains all its rights as Landlord in the event of Lessee holding over at the expiration of the Lease.

**21. Insurance**

Lessee, as of the effective date of this Lease, shall secure from a good and responsible company or companies doing insurance business in the Commonwealth of Pennsylvania, and maintain during the entire term of the Lease the following coverage, naming the Township of West Whiteland as additional insured on all policies of insurance:

- a. Public liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars for loss from accident resulting in bodily injury to or death of persons and Five Hundred Thousand (\$500,000.00) Dollars for loss from an accident resulting in damages to or destruction of property.
- b. Fire and extended coverage insurance on Lessee's fixtures, goods, wares and

merchandise in or on the leased premises, with coverage in an amount equal to the replacement value of same.

- c. Original policies shall be obtained for both the Township and Lessee. The Lessee, on demand, agrees to furnish the Township with proof of payment of the premium or premiums on any such policies. Proof must also be given by Lessee to Township that each of the policies provided for in this Article expressly provides that the policies shall not be cancelled or altered without fifteen (15) days prior written notice to the Township.
- d. Lessee shall submit with this signed Lease, original Certificate(s) of Insurance, made out to the Township, showing all insurance coverage required above. Lessee shall submit Certificate(s) of Insurance each time his policies are renewed or changed.

**22. Indemnification**

The Lessee shall indemnify and save harmless the Township, and its agents and employees from and against all claims and liabilities (including attorneys fees) for damages and/or suits, or injury or injuries (including death) to any person or persons or damages to property of any kind whatsoever, occurring on the lease property or arising from the use of the leased property.

**23. Farm Purposes Only**

The Lessee agrees to use the leased premises solely for farming purposes. The tillable land is to continue as such. Any use inconsistent therewith shall be considered a breach on this Lease unless said use has been approved in writing by the Township.

**24. Right of Entry**

After the first of January of 2020, and after the first of January of succeeding years (if the Lease has been extended), if the Lease is to be terminated, the Lessee shall permit any persons authorized by the Township the right of entry upon the property for the purposes of preparing the land for agricultural purposes and/or inspecting provided that such preparation shall not be determined to include the right to interfere with the Lessee's ability to harvest any existing crops prior to December 31, 2020, or December 31 of succeeding years if the Lease has been extended.

**25. Notices**

Any notices to the Township in connection with this Lease Agreement shall be delivered in writing to the Township Manager, West Whiteland Township, 101 Commerce Drive, Exton, PA 19341. Any notices to the Lessee will be given to his last known address or as the same is furnished from time to time to the Township by the Lessee.

**26. No Modification**

No modification of this Lease shall be valid unless in writing and signed by the parties.  
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and  
year first above written.

LESSEE:

  
\_\_\_\_\_  
Signature of Lessee


WEST WHITELAND TOWNSHIP:

  
\_\_\_\_\_  
Brian Dunn, Chair, Board of Supervisors

Witness for Lessee:

  
\_\_\_\_\_  
Signature

Witness for Township:

  
\_\_\_\_\_  
Signature

**FIRST AMENDMENT TO  
WEST WHITELAND TOWNSHIP  
AGRICULTURAL LEASE**

This First Amendment to Agricultural Lease (“Amendment”) is made this 11<sup>th</sup> day of February, 2026, by and between West Whiteland Township, a political subdivision of the Commonwealth of Pennsylvania (“Township”), and Jeffrey Mitchell, 80 Martin Drive, Reinholds, PA 17569 (“Lessee”).

**1. Incorporation of Original Lease**

This Amendment modifies and supplements that certain Agricultural Lease dated April 2020, as amended (the “Lease”). Except as expressly modified herein, all terms and conditions of the Lease remain unchanged and are in full force and effect. This Amendment is incorporated into and made part of the Lease.

**2. Permitted Access Routes**

The Lessee may access the leased agricultural fields with farm machinery and heavy equipment only from Swedesford Road and Church Farm Lane, as shown on the map attached hereto and incorporated herein as Exhibit “F.”

**3. Restricted Area – Parcel No. 41-3-7**

To protect existing underground water lines, the Lessee shall not operate, drive, stage, park, store, or otherwise use heavy equipment within three hundred (300) feet of Parcel Number 41-3-7, as depicted on Exhibit “F.”

**4. Adjustment of Leased Acreage Due to Exton Park Development**

As portions of the leased premises are developed as part of the Exton Park development for recreational or related public use, the acreage subject to the Lease shall be adjusted annually to reflect the actual tillable acreage available for agricultural use.

Such adjustments shall be documented on an annual basis, and the annual rental payment shall be recalculated proportionately in accordance with Exhibit “A” of the Lease or any successor exhibit agreed to by the parties. Any written acreage adjustment agreed to by the Township and the Lessee shall constitute an amendment to the Lease without the need for further modification.

**5. Material Breach**

Any violation of this Amendment shall constitute a violation of the Lease and shall be enforceable pursuant to Section 19 (Violation of Lease Agreement) of the Lease.

**6. Conflict**

In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall control.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**WEST WHITELAND TOWNSHIP**

a political subdivision of the Commonwealth of Pennsylvania

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

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

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

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

**LESSEE / FARMER**

Signature: \_\_\_\_\_

Printed Name: **Jeffrey Mitchell**

Address: 80 Martin Drive, Reinholds, PA 17569

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

**NOTARY ACKNOWLEDGMENTS**

**Commonwealth of Pennsylvania**

County of Chester

On this \_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of West Whiteland Township, a political subdivision of the

Commonwealth of Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**Commonwealth of Pennsylvania**

County of Chester

On this \_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public, personally appeared Jeffrey Mitchell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

Exhibit F

COUNTY OF CHESTER  
PENNSYLVANIA



Find Address Information

PARID: 4102 0084100E  
UPI: 41-2-84.10  
Owner1: WEST WHITELAND TOWNSHIP  
Owner2:  
Mail Address 1: 101 COMMERCE DR  
Mail Address 2: EXTON PA  
Mail Address 3:  
ZIP Code: 19341  
Deed Book: 7902  
Deed Page: 538  
Deed Recorded Date: 04/21/2010  
Legal Desc 1: NS CHESTER VALLEY TR  
Legal Desc 2: 102.6 AC LOT 2  
Acres: 102.63  
LUC: E-70  
Lot Assessment: 1436880  
Property Assessment: 0  
Total Assessment: 1436880  
Assessment Date: 12/12/2025 9:23:31 AM  
Property Address: 909 E SWEDESFORD RD  
Municipality: WEST WHITELAND  
School District: West Chester Area



1 inch = 400 feet

Map Created:  
Friday, February 6, 2026

County of Chester

Limitations of Liability and Use:  
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# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** Pam Gural-Bear, Township Manager  
**SUBJECT:** Authorization to Advertise the Ordinance Authorizing Execution of the Verizon Cable Franchise Agreement  
**DATE:** February 6, 2026

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## **Motion**

To authorize the advertisement of the Ordinance and Executive Summary of the Cable Franchise Renewal Agreement with Verizon Pennsylvania LLC in accordance with applicable law.

## **Background**

The Township has franchise agreements with Comcast and Verizon to offer cable TV to West Whiteland Township residents. The Township renewed the franchise agreement with Comcast in 2015, which lasts until 2030.

Because the Township code calls for franchise agreements to be approved by resolution, the ordinance also includes a provision that it will also be cross-referenced as Resolution 2026-xx.

The Cohen Law Group (CLG), who negotiated the previous Verizon Franchise Agreement on behalf of multiple Chester County municipalities, has negotiated a new Cable Franchise Renewal Agreement with Verizon Pennsylvania LLC (“Verizon”) following a thorough review of the Township’s current franchise agreement and the evolving cable and broadband market conditions.

The negotiations preserved the benefits of the current agreement while incorporating several key improvements for the Township, including:

- Expanded definition of “gross revenue” subject to franchise fees.
- Enhanced franchise fee audit rights and increased audit cost reimbursement.
- Clear obligations for providing cable services to municipal facilities, schools, and public libraries.
- Comprehensive, enforceable customer service standards.
- Updated reporting and record-keeping requirements.
- Rights related to educational and governmental channels.
- Increased liquidated damages for violations.
- Clarified unilateral termination notice requirements.
- Competitive equity provisions and a five-year franchise term.

The Agreement is subject to review and approval by the Board, and in accordance with federal law (47 U.S.C. § 546), the Township is required to provide public notice of the Executive Summary of the Franchise Renewal Agreement prior to final approval.

**Next Steps**

- Upon Board authorization, the Executive Summary will be published in the Township's official newspaper.
- A copy will be made available for public inspection at the Township office.
- The Board will consider the Agreement for final approval following the public notice period.

**Attachments**

Executive Summary

Proposed Cable Franchise Agreement

Draft Ordinance



**EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL  
AGREEMENT WITH VERIZON PENNSYLVANIA LLC  
January 2026**

**Introduction**

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a new Cable Franchise Renewal Agreement (“Agreement”). As with our firm’s negotiations with Verizon in prior cable franchise renewals, the negotiations leading to this Agreement took place in a challenging environment for municipalities. The reason is that the video service industry is even more competitive today than it was during the last negotiation with Verizon five years ago.

The primary source of the competition and a major threat to the cable industry is the continued rise of video streaming services, such as Netflix, Hulu, and Disney+. According to a Pew Research Center survey, 83% of Americans report that they subscribe to one or more streaming services, while only 36% say that they subscribe to cable or satellite services.<sup>1</sup> Nielsen reported in June 2025 that 44% of Americans watched streaming services while only 24% watched cable. This was a significant increase from June 2021, when Nielsen reported that 26% of Americans watched streaming while 39% watched cable.<sup>2</sup> Current law does not permit municipalities to franchise streaming service companies.

A secondary reason is that recent federal funding for broadband expansion has also increased cable competition in Pennsylvania. The now-completed Broadband Infrastructure Program (BIP) and the ongoing Broadband Equity, Access and Deployment (BEAD) grant process have provided significant funding for broadband service providers, some of which also provide cable television service, to expand their networks. Some broadband providers that have received grant funding are also choosing to offer cable service. This has further increased cable competition for Verizon in certain geographical areas.

It was within this climate of increased cable competition that CLG negotiated a cable franchise renewal agreement with Verizon. While much of our negotiation involved fighting to retain the benefits in your current franchise agreement, we are also pleased to report that we were able to secure several key improvements to your current agreement.

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<sup>1</sup> Pew Research Center, *American Trends Panel* (July 2025). Pew further reported that 64% of Americans aged 65 and older state they subscribe to cable or satellite television. Cable or satellite viewers comprised 44% of those aged 50-64, 23% of those aged 30-49 and 16% ages 18-29.

<sup>2</sup> Nielsen, *The Gauge* (June 2021, June 2025)

The following is a summary of the major provisions contained in the Agreement. While there are many other important provisions in the Agreement, this summary addresses only those items we feel are most important to your municipality. The Agreement is, of course, subject to the approval by your local governing body.

## **1. Franchise Fees (Section 6.1)**

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new Agreement is the same as in your current Verizon agreement. We negotiated to expand the definition of "gross revenue" in the new Agreement, however, such that it includes 27 enumerated revenue sources, which is 5 more than the 22 revenue sources in your current agreement.

Examples of new revenue sources subject to the franchise fee include broadcast retransmission fees and service plan protection fees. The "gross revenue" list also includes a "catch all" item to capture future revenue sources that are not in existence today, but may arise during the term of the Agreement. As with the current agreement, franchise fees in the new Agreement are payable on a quarterly basis and are subject to interest at six percent (6%) if they are not paid on time. All franchise fees are passed through to cable subscribers as a separate line item on their bills.

## **2. Franchise Fee Accountability (Sections 6.3, 6.4)**

One of the most unaccounted-for line items in the revenue portion of your municipal budget is franchise fees. Verizon and your incumbent cable operator submit quarterly checks (or electronic deposits) to your municipality, but it is impossible to know whether the amounts on the checks are accurate without further investigation. As such, we strongly recommend periodic franchise fee audits of your cable operators.

As with your current agreement, the new Agreement authorizes your municipality to conduct an audit of Verizon to ensure the accurate payment of franchise fees. The audit is subject to a four-year "look back" period, meaning you are able to review the previous four years of franchise fee payments when conducting an audit. Verizon is required to pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of five percent (5%) or more, then Verizon must also reimburse the municipality up to \$8,000 for the cost of the audit. The current agreement limits this reimbursement to \$3,000.

Based on our firm's experience in conducting numerous franchise fee audits of Verizon, we negotiated heavily for a more efficient audit process that is fair to both sides. The Agreement requires Verizon to provide all records requested by the municipality within 45 days of the request. This will accelerate the audit process, as the current agreement does not include a time frame for production of audit materials by Verizon. Verizon also agreed to provide such records through a "secure electronic communication" rather than in person at a "designated [Verizon] office" as

provided in the current agreement.<sup>3</sup> The audit must be completed within 180 days of the receipt of all requested documents. Finally, Verizon tried to impose a “competitive equity” requirement such that the municipality could not conduct an audit of Verizon without also auditing the incumbent cable operator. After we objected, Verizon agreed to drop this request.

### **3. Cable Services to Community Facilities (Section 3.4)**

The Agreement restructures and clarifies the section on cable services to municipal facilities, schools, and public libraries. Due to the uncertainty surrounding the Federal Communications Commission’s (“FCC’s”) Third Report and Order (2019) and the decision of the Sixth Circuit Court of Appeals (2021) regarding the Order, your current agreement does not clearly state whether Verizon is required to provide free services to such facilities. The Order required that “in-kind contributions” to municipalities, including cable services, be treated as franchise fees. As such, it found that the cost of such services may be offset against franchise fee revenue. The Sixth Circuit, however, held that such in-kind services must be valued at the cable operator’s “marginal cost” rather than its “retail rate-card” price, the latter of which is significantly higher.

Given this clarification by the Sixth Circuit Court, the Agreement clearly states that Verizon must provide free cable service to municipal facilities, schools and public libraries within 90 days of a written request by the municipality.<sup>4</sup> If Verizon decides in the future to charge for this service, it must provide written notice to the municipality, may only charge its marginal cost and must provide “reasonable detail sufficient to substantiate the marginal cost and the amount due.” Note that, since the Sixth Circuit decision in 2021, no known cable operator, including Verizon, has stated its marginal cost for providing cable service to community facilities. Please note that the free service does not include internet service.

### **4. Customer Service Standards (Exhibit B)**

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

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

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<sup>3</sup> Note that Verizon’s release of financial records and other information pertinent to the audit must follow the signing of a non-disclosure agreement.

<sup>4</sup> The facilities must be located within 200 feet of a Verizon distribution line. The free service is Verizon’s Basic Service package and includes one cable drop.

- Customer complaint procedures and time frames for responding to customer complaints;
- Requirements that employees of Verizon and its contractors who visit residences must wear a “clearly visible ID card” and that every service vehicle of Verizon or its contractors must be “clearly identified as such to the public.”
- Requirements that must be met prior to Verizon disconnecting cable service to a subscriber.

## **5. Reporting and Records Requirements (Sections 6.2, 8.2)**

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

## **6. Educational and Governmental Channels (Section 5)**

Federal law grants municipalities the right to dedicated channel space for public, educational and governmental (“PEG”) channels. The Agreement reserves the right for the municipality to obtain up to two educational and governmental (“EG”) channels from Verizon to be used for programming related to educational and/or governmental activities. The municipality would have complete control over the content, scheduling, and administration of the channel, and may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

If the municipality activates a channel or channels, Verizon will provide the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. In the Agreement, Verizon is required to maintain these wires and equipment “in good working order.” The Agreement also requires the technical specifications of the channel(s) to be comparable to the technical specifications used for commercial channels.

## **7. Liquidated Damages for Violations (Section 12.1-12.3)**

Once Verizon has agreed to the obligations described in this summary and the other obligations contained in the Agreement, it is important for the municipality to be able to enforce these obligations. As with the current Verizon agreement, the new Agreement authorizes the municipality to impose monetary fines, also known as “liquidated damages,” on a daily basis in the event of a violation by Verizon. The amounts of the fines in the new Agreement, however, are 83% higher than those in the old agreement (\$275 per day rather than \$150 per day for nearly all violations).

The municipality may assess these monetary fines after providing Verizon with written notice and allowing it 30 days to correct the violation. If the nature of the violation is such that it cannot be corrected within 30 days, the municipality may extend the cure period if it chooses to do so. The total amount of liquidated damages per year may not exceed \$20,000, after which the municipality may commence revocation proceedings or initiate a lawsuit. Note that Verizon requested a “competitive equity” clause, such that liquidated damages could only be assessed on Verizon if the incumbent cable operator is also subject to such damages. After we objected, Verizon dropped this request.

## **8. Unilateral Termination (Section 2.4)**

As with your current agreement, the new Agreement includes a unilateral termination provision. Verizon initially insisted upon the right to terminate the Agreement upon 60 days’ written notice to the municipality. The reason for this request is consistent with the issues discussed in the introduction above—namely, the rise of video streaming services and increased competition in the cable industry. It is possible that these developments, combined with Verizon’s internal business priorities, could in the future cause the company to cease its cable operations.

Recognizing that, if Verizon decides to terminate its cable business, there is little the municipality could do to stop it, we pushed for the longest possible notice period. An appropriate notice period would give Verizon subscribers the time to switch to Comcast or another video provider prior to termination. It would also ensure that the municipality would not suffer an abrupt drop in franchise fee revenue from Verizon before receiving increased franchise fees from the incumbent cable provider due to the newly migrated subscribers.

In the end, Verizon agreed to a requirement that it must give written notice to the municipality at least 12 months prior to any termination. We also attempted to insert a condition based on a specific loss of subscribers before Verizon could terminate—similar to that in the current agreement—but Verizon had no appetite for such a condition. We can confidently state that the 12-month notice period is as far as Verizon is willing to go regarding this issue.

## **9. Competitive Equity (Section 2.5)**

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another company that is more favorable to that company than this Agreement is to Verizon. As with your current agreement, we insisted upon and Verizon agreed that the competitive equity provision will trigger only if the municipality enters into another franchise agreement with a “video service provider (VSP)” and that agreement “taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise.”<sup>5</sup> The term “VSP” applies to wired companies that offer video services in the municipality and use the public rights-of-way. It does not apply to wireless companies.

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<sup>5</sup> The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

If Verizon believes there is a lack of equity with the other VSP agreement, then it may notify the municipality and, within 60 days of such notice, the parties must begin negotiations to modify the Agreement to create “reasonable competitive equity” between Verizon and the other VSP. If the parties cannot reach agreement, then either party may request mediation or, if both parties agree, they may submit the matter to arbitration. Initially, Verizon wanted the right to terminate the Agreement altogether if the parties could not reach agreement on modifications to the Agreement, but we refused. Verizon dropped this request.

#### **10. Length of Franchise Term (Section 2.3)**

Verizon insisted on a 5-year term for this Agreement, stating that it does not want to be locked into a longer term (despite the “unilateral termination” provision described above). According to Verizon attorneys, no local government in the United States has negotiated a longer renewal term than 5 years. From the beginning of the negotiations, Verizon’s attorneys said that this item was non-negotiable. As such and as with your current agreement, the length of term in this Agreement is 5 years.

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

*Dan Cohen  
Phil Fraga  
Cohen Law Group  
413 South Main Street  
Pittsburgh, PA 15215*

*Phone: (412) 447-0130  
Emails: [dcohen@cohenlawgroup.org](mailto:dcohen@cohenlawgroup.org)  
[pfraga@cohenlawgroup.org](mailto:pfraga@cohenlawgroup.org)*

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE OF WEST WHITELAND TOWNSHIP (“THE TOWNSHIP”)  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE TOWNSHIP AND  
VERIZON PENNSYLVANIA LLC (“THE FRANCHISEE”)**

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

**WHEREAS**, the Township previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Township (the “Prior Franchise”);

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

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

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

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

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

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

**NOW THEREFORE, BE IT ORDAINED** that the Township Board of Supervisors does hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

**AND FURTHER, BE IT ORDAINED** that this Ordinance shall also be cross-referenced as a Resolution, and numbered as Resolution No., 2026-xx.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

WEST WHITELAND TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_  
Brian Dunn, Chair

\_\_\_\_\_  
Rajesh Kumbhardare, Vice Chair

\_\_\_\_\_  
Libby Madarasz, Supervisor

**CABLE FRANCHISE RENEWAL AGREEMENT**  
**BETWEEN**  
**WEST WHITELAND TOWNSHIP**  
**AND**  
**VERIZON PENNSYLVANIA LLC**

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

WHEREAS, the Franchisee is a “cable operator” and the Township is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and the Township is authorized to grant one (1) or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of March 10, 2021, a nonexclusive renewal franchise to own, construct, maintain, extend, and operate a Cable System in the Township for a term of five (5) years (the “Current Franchise”);

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

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

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

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

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

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

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

WEST WHITELAND TOWNSHIP

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS**

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

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

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

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

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

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

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

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states: “a portion

of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the [FCC] by regulation).”

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

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

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

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

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

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

1.14 *EG*: Educational or Governmental.

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

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

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

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

WEST WHITELAND TOWNSHIP

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

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

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

- (18) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.20.5 below;
- (19) fees for music services that are Cable Services over the Cable System;
- (20) fees for DVR Cable Services;
- (21) regional sports programming fees;
- (22) broadcast retransmission fees;
- (23) late payment fees;
- (24) billing and collection fees;
- (25) NSF check charges;
- (26) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Township; and
- (27) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Subsection 1.20.8 below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.20(16) and 1.20(18) above, is based upon the ratio of the number of the Franchisee's Subscribers in the Township as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 Subscribers in Pennsylvania, and 1,000 Subscribers nationwide. Gross Revenue as to the Township from Ad "A" is ten percent (10%) of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is twenty percent (20%) of the Franchisee's revenue therefrom.

Gross Revenue shall not include:

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

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

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

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

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

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

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

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

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

1.20.10 Program launch fees;

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

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

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

1.22 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24), as may be amended, which currently states: “the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.37 *Transfer of the Franchise:*

1.37.1 Any transaction in which:

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

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

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

1.37.2 Notwithstanding Subsection 1.37.1 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in this Franchise or the rights held by the Franchisee under this Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

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

1.39 *Video Service Provider or VSP:* Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township. A VSP shall include any entity that provides Cable Services or Video Programming services within the territorial boundaries of the Township.

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

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

2.2 *The Township's Regulatory Authority:* The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621(b)(3)(A) of the Communications Act, 47 U.S.C. § 541(b)(3)(A), the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network uses the Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on \_\_\_\_\_ (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until \_\_\_\_\_, unless the Franchise is earlier terminated by the Franchisee pursuant to the terms of Section 2.4 of this Agreement or is revoked by the Township pursuant to Section 12.5 of this Agreement.

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

### *2.5 Modification Based on VSP Requirements; Competitive Equity:*

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

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

the resulting change in obligations. The Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law or the alleged lesser burden.

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

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

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

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

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

2.8 *No Waiver:*

2.8.1 The failure of the Township on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance by the Franchisee, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

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

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

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

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

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

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

### **3. PROVISION OF CABLE SERVICE**

3.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area, and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable as of the Effective Date.

3.2 *Density Requirement:* Subject to Section 3.1 above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Township meet the density requirement as set forth herein, the Franchisee shall make commercially reasonable efforts, as determined by the Franchisee, to provide Cable Service to such area within twelve (12) months of receiving notice from the Township that the density requirement has been met.

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

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

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

3.4.2 Each public K-12 school, and each non-public K-12 school that (i) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6301 et seq., and (ii) is considered a non-public, non-licensed school under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6701-6721, located in the Service Area, as may be designated in Exhibit A; provided, however, that the Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in

excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such school building. Furthermore, the Franchisee shall be permitted to recover, from any school building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

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

#### **4. SYSTEM FACILITIES**

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

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

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

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

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

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

4.5 *Standby Power:* The Cable System shall incorporate equipment capable of providing continuous standby powering of the System during any commercial utility power outage.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC and the Commonwealth of Pennsylvania with respect to the operation of

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an Emergency Alert System (“EAS”) and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

## **5. EG SERVICES**

### *5.1 EG Channel Set Aside:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, the Franchisee shall reserve on the Basic Service tier capacity for one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. The Franchisee shall maintain in good working order the video link(s) and equipment necessary to transmit the EG Channel signals to the channel aggregation site for further processing and distribution to Subscribers. The Franchisee shall maintain the EG Channels and video link(s) in accordance with FCC technical specifications that are comparable to the specifications used to maintain commercial Channels transmitted to Subscribers on the Cable System, except that the Franchisee shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

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

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

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

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

5.3 *Interconnection for EG Channel Programming:* The Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than six (6) months after written notice by the Township to activate an EG Channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting such EG Channel programming. The Franchisee shall maintain the fiber connection to such origination location in good working order and without any charge to the Township. The Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

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

5.5 *Indemnity for EG Services:* The Township shall require all local producers and users of any of the EG facilities or EG Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the

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

5.6 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG Channel services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, the Franchisee may externalize, line-item, or otherwise pass through interconnection costs to Subscribers.

## **6. FRANCHISE FEES**

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

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

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

6.4 *Audits:*

6.4.1 The Township may conduct a franchise fee review or audit of the Franchisee's books and records pertaining directly to the Franchisee's payment of franchise fees to the Township no more than once every three (3) years during the term of this Franchise. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its request for records within forty-five (45) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records that are necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1 below, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records requested by the Township for such audit shall be made available to the Township or its auditor within forty-five (45) days of the Township's request for documents. All records shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication.

6.4.2 Any audit conducted by the Township or auditor employed by the Township shall be completed within one hundred eighty (180) days of receipt of all documents identified in the request for records submitted pursuant to Subsection 6.4.1, or by such other date as is mutually agreed to by the parties. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit within forty-five (45) days from the date the audit is completed. The Township's claim for additional franchise fee payments shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the Township or its auditor or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the franchise fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to eight thousand dollars (\$8,000).

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

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

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

## **7. CUSTOMER SERVICE**

Customer Service Standards to be complied with by the Franchisee are set forth in Exhibit B. Such standards may be amended by written consent of the parties.

## **8. REPORTS AND RECORDS**

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

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

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

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

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

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

## **9. INSURANCE AND INDEMNIFICATION**

### **9.1 *Insurance:***

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

9.1.1.1 Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and three million dollars (\$3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

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

9.1.1.3 Workers' Compensation Insurance in compliance with the statutory requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (i) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (ii) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) each employee; five hundred thousand dollars (\$500,000) disease policy limit.

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

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

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

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

9.2 *Indemnification:*

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

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

**10. TRANSFER OF FRANCHISE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior written consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such

consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.37 above.

## **11. RENEWAL OF FRANCHISE**

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

## **12. ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1 *Notice of Noncompliance:* If at any time the Township believes that the Franchisee has not complied with the terms of this Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the nature of the alleged noncompliance (for purposes of this Article 12, the “Noncompliance Notice”). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

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

12.3 *Liquidated Damages:* After the time periods set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township may schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to impose the liquidated damages remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in Subsection 12.3.1 below (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period for which liquidated damages are assessed; provided, however, that once the Township has ceased to assess its liquidated damages remedies as set forth in Subsection 12.3.1 below, it may pursue other available remedies.

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

For failure to provide Cable Service as set forth in Sections 3.1-3.4.....\$275/day for each day the violation continues;

For failure to maintain the FCC technical standards as set forth in Section 4.1 .....\$275/day for each day the violation continues;

For failure to provide EG services to the community as specified in Section 5.1.....\$275/day for each day the violation continues;

For failure to comply with franchise fee audit requirements as set forth in Section 6.4.....\$275/day for each day the violation continues;

For failure to provide the Township with any reports or records required by this Agreement within the time period required .....\$275/day for each day the violation continues;

For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards as set forth in Exhibit B.....\$675 for each quarter in which such standards were not met;

For failure to carry the insurance specified in Subsection 9.1.1 .....\$275/day for each day the violation continues; and

For a Transfer specified in Article 10 without required approval.....\$275/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one (1) of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Sections 12.1-12.2.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this Section 12.3 shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

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

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

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

12.5 *Revocation:* Should the Township seek to revoke this Agreement after following the procedures set forth in Sections 12.1-12.2 above, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek revocation of this Agreement and shall schedule a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

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

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

### **13. MISCELLANEOUS PROVISIONS**

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

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

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

13.4 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure event. If the Franchisee makes a decision that a Force Majeure event has taken place, it shall give the Township written notice no more than thirty (30) days after such decision has been made.

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

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

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

13.7.1 Notices to the Franchisee shall be mailed to:

President  
Verizon Pennsylvania LLC  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107

With a copy to:

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

13.7.2 Notices to the Township shall be mailed to:

West Whiteland Township Municipal Building  
101 Commerce Drive  
Exton, PA 19341  
Attention: Township Manager

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

13.18 *Counterparts:* This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterparts.

**[SIGNATURE PAGE FOLLOWS]**

WEST WHITELAND TOWNSHIP

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

Print: \_\_\_\_\_

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

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

VERIZON PENNSYLVANIA LLC

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

Print: \_\_\_\_\_

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

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

EXHIBITS

Exhibit A – Cable Service to Public Buildings

Exhibit B – Customer Service Standards

## EXHIBIT A

### CABLE SERVICE TO PUBLIC BUILDINGS

Township Municipal/Public Works Building  
222 North Pottstown  
Pike, Exton PA

Public Works Operations Office  
222 North Pottstown Pike (Rear)  
Exton PA

New Township Municipal/Administration Building  
101 Commerce Drive  
Exton PA

Municipal Parks Operation Building  
925 Old Valley Road  
Exton PA

West Whiteland Fire Company  
227 Crest Avenue  
Exton PA

Chester County Library  
450 Exton Square Parkway  
Exton PA

Exton Elementary School  
301 Hendricks Avenue  
Exton PA

Mary C. Howse Elementary School  
641 West Boot Road  
West Chester PA

Pierce Middle School  
1314 Burke Road  
West Chester, PA

Church Farm School  
1001 East Lincoln Highway  
Exton PA

SS Philip and James School  
721 East Lincoln Highway  
Exton PA

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Devereaux School  
891 E. Boot Road  
West Chester PA

Collegium School  
535 James Hance Court  
Exton PA

Whiteland Woods Pump Station  
191 Birchwood Drive  
West Chester, PA

Exton Pump Station  
1480 S. Pottstown Pike  
West Chester PA

Grubbs Mill Pump Station  
559 Grubbs Mill Road  
West Chester PA

Broad Run Pump Station  
600 Grubbs Mill Road  
West Chester PA

Clover Mill Pump Station  
652 Clover Mill Road  
Exton PA

Clover Mill Garage  
650 Clover Mill Road  
Exton PA

Boot Road Park Office  
110 Darlington Drive  
West Chester PA

Exton Park Office  
800 E. Swedesford Road  
Exton PA

## EXHIBIT B

### CUSTOMER SERVICE STANDARDS

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

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

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

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

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

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

#### **SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY**

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

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

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

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

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

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

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

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

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

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

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

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

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

WEST WHITELAND TOWNSHIP

contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

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

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

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

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

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

D. The Franchisee shall meet the standard in Subsection 4.C. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarterly basis.

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

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

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

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

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

#### **SECTION 5: SUBSCRIBER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber Complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial Complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s Complaint and advise the Subscriber of the results of that investigation.

#### **SECTION 6: BILLING**

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

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

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

- (1) The Subscriber pays all undisputed charges;

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

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

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

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

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

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

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

#### **SECTION 7: RATES, FEES, AND CHARGES**

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

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

#### **SECTION 8: DISCONNECTION/DENIAL OF SERVICE**

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

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

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

## **SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

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

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

C. All notices identified in this Section 9 shall be by either:

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

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

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

- (1) Products and Cable Services offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

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

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

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

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

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

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

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

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

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

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

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

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

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE OF WEST WHITELAND TOWNSHIP (“THE TOWNSHIP”)  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE TOWNSHIP AND  
VERIZON PENNSYLVANIA LLC (“THE FRANCHISEE”)**

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

**WHEREAS**, the Township previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Township (the “Prior Franchise”);

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

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

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

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

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

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

**NOW THEREFORE, BE IT ORDAINED** that the Township Board of Supervisors does hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

**AND FURTHER, BE IT ORDAINED** that this Ordinance shall also be cross-referenced as a Resolution, and numbered as Resolution No., 2026-xx.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

WEST WHITELAND TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_  
Brian Dunn, Chair

\_\_\_\_\_  
Rajesh Kumbhardare, Vice Chair

\_\_\_\_\_  
Libby Madarasz, Supervisor



# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** John R. Weller, AICP  
Director of Planning and Zoning  
**SUBJECT:** **Authorization to Advertise a proposed amendment to the Zoning Ordinance for the regulation of data centers**  
**DATE:** February 6, 2026

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## **Motion**

To direct Staff to initiate the process to amend various sections of the Township Zoning Ordinance to provide regulations for the development and operation of data centers; also to enact Resolution No. 2026-\_\_\_\_ setting \_\_\_\_\_, 2026 at 6:30 p.m. at the Township Building as the date, time, and place of the public hearing for the said amendment to the Zoning Ordinance.

## **Background**

Data centers are places that house the electronic equipment dedicated to the storage, management, processing, and transmission of digital data. They are among the most visible physical elements of the internet and are essential to our modern lives. Until about 2015, most data centers were fairly innocuous. Most of them were just a room or two in a building; only a handful were in large, free-standing buildings. Since then, there has been a rapid increase in demand for data processing power to facilitate applications such as massive multi-player on-line (“MMO”) gaming, cryptocurrency mining and other blockchain applications, and now artificial intelligence. As a result, data centers are becoming both larger and more common across our landscape. The Board is well aware that the East Whiteland Township Planning Commission is currently reviewing a land development plan that proposes two data centers with a total footprint of over 800,000 sq.ft. on a 75-acre tract abutting West Whiteland.

Our Zoning Ordinance does not make any specific reference to or accommodation for data centers, but §325-19.B(11)(i) of the Zoning allows “any lawful use not otherwise permitted in the Township” by conditional use in the General Industrial (I-2) zoning district. This “catch all” provision is sufficient accommodation for a data center, should anyone show interest in building one here. Furthermore, our current physical performance standards (§325-41 of the Zoning) address the most critical impacts on the community, and the simple fact that conditional use review would be required – allowing the Township to attach conditions to their approval – suggest that we already have some tools to regulate and control data centers.

But having SOME tools is not the same as having the BEST tools. In the fall of 2024, the Board directed Staff to prepare a Zoning Ordinance amendment that would address data centers specifically. Since that time, we have been researching the topic and reviewing model ordinances prepared by various entities as well as actual ordinances currently in place in other parts of the

country. We are pleased to report that the first draft of the amendment is now complete is scheduled for discussion at the Planning Commission meeting on February 17, 2026.

The Board may recall that the process for amending the Zoning Ordinance includes mandated reviews by both the Township and County Planning Commissions. Once those agencies have provided their comments – or their 30-day review period has expired – the Board must advertise and hold a public hearing to receive comments on the amendment. The date, time, and place of this hearing must be established by resolution. Once the hearing is complete, the amendment may be adopted by ordinance.

Tonight, we are requesting that the Board pass the resolution establishing the date, time, and place of the hearing so that we may proceed with the adoption process. Staff will be prepared to discuss possible hearing dates at the meeting.

**WEST WHITELAND TOWNSHIP**

**RESOLUTION NO. 2026-**

**WHEREAS** Section 325-125, "Amendments" of Chapter 325, "Zoning" of the Code of Ordinances of West Whiteland Township requires that the Board of Supervisors adopt a resolution fixing the time and place of a public hearing on any proposed amendments to the Zoning Ordinance;

**AND WHEREAS**, proposed amendments to Chapter 325, "Zoning" regulating data centers will be considered by the Board of Supervisors in a public hearing at their meeting on \_\_\_\_\_;

**NOW, THEREFORE**, it is hereby resolved by the Board of Supervisors West Whiteland Township that a public hearing on proposed amendments to Chapter 325, "Zoning" of the Code of Ordinances of West Whiteland Township regulating data centers will be held on \_\_\_\_\_, at 6:30 p.m. at the West Whiteland Township Municipal Building at 101 Commerce Drive, Exton, PA.

**ADOPTED** this **11th** day of **February, 2026**.

WEST WHITELAND TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Brian Dunn, Chair

ATTEST:

\_\_\_\_\_  
Pam Gural-Bear, Township Manager

\_\_\_\_\_  
Rajesh Kumbhardare, Vice-Chair

\_\_\_\_\_  
Libby Madarasz, Supervisor



DATE 12/31/2025	VOID CHECK #70263 (REISSUED #70505)	PECO	
GENERAL FUND		\$	(5,558.97)
SEWER FUND		\$	(2,228.29)
SUBTOTAL		\$	(7,787.26)
DATE 02/02/2026	VOID LOST CHECK #70190	20251125	
GENERAL FUND		\$	(7,500.00)
SEWER FUND		\$	(7,400.00)
NON UNIFORMED PENSION PLAN		\$	(1,700.00)
POST RETIREMENT FUND		\$	(1,700.00)
POLICE PENSION PLAN		\$	(1,700.00)
SUBTOTAL		\$	(20,000.00)
DATE 02/02/2026	CHECK #70533 - REISSUE MAILLIE	260202PY	
GENERAL FUND		\$	7,500.00
SEWER FUND		\$	7,400.00
NON UNIFORMED PENSION PLAN		\$	1,700.00
POST RETIREMENT FUND		\$	1,700.00
POLICE PENSION PLAN		\$	1,700.00
SUBTOTAL		\$	20,000.00
DATE 01/28/2026	VOID CHECK #70510 - SEAN BURKE LANDSCAPING	20260128	
GENERAL FUND		\$	(239.99)
SUBTOTAL		\$	(239.99)
DATE 02/11/2026	CHECK # 674	WEX_2601	
GENERAL FUND		\$	3,530.07
SEWER FUND		\$	73.06
SUBTOTAL		\$	3,603.13
DATE 02/06/2026	CHECK #695	ACNB01	
SINKING FUND		\$	16,277.49
SUBTOTAL		\$	16,277.49
DATE 02/03/2026	CHECK #690-700	2602AQUA	
GENERAL FUND		\$	2,086.91
SEWER FUND		\$	156.53
SUBTOTAL		\$	2,243.44
DATE 01/28/2025	VOID CHECK #70494 (DUPLICATE PAYMENT)	260128PY	
GENERAL FUND		\$	(390.00)
SUBTOTAL		\$	(390.00)
DATE 01/28/2025	VOID CHECK #70530(DUPLICATE PAYMENT)	260128PY	
GENERAL FUND		\$	(1,314.00)
SUBTOTAL		\$	(1,314.00)
DATE 01/28/2025	VOID CHECK #99999901(RE-ISSUE CHECK# 70532 )	W 20250812	
SOLID WASTE		\$	(5,794.28)
SUBTOTAL		\$	(5,794.28)
DATE 02/11/2026	CHECK #70534 TO #70599	20260211	
GENERAL FUND		\$	568,125.73
SEWER FUND		\$	286,271.11
SEWER FUND - VOID		\$	(49,762.81)
SOLID WASTE FUND		\$	117,953.39
LIQUID FUELS FUND		\$	15,834.04
POST RETIREMENT MEDICAL FUND		\$	10,967.86
TECHNOLOGY FUND		\$	17,453.27
SUBTOTAL		\$	966,842.59
DATE 02/11/2026	CHECK # 70600 TO #70625	260211PY	
GENERAL FUND		\$	36,406.90
SEWER FUND		\$	13,081.11
SOLID WASTE FUND		\$	74,544.00
TECHNOLOGY FUND		\$	4,500.00
SUBTOTAL		\$	128,532.01
DATE 02/06/2026	CHECK # 718 & 719	P2602PY	
SEWER FUND		\$	363.98
SUBTOTAL		\$	363.98
DATE 02/06/2026		P_260127	
GENERAL FUND		\$	8,465.60
SEWER FUND		\$	1,516.12
TECHNOLOGY FUND		\$	717.90
SUBTOTAL		\$	10,699.62
DATE 02/06/2026	CHECK # 708 TO #717 & #720	P_260209	
GENERAL FUND		\$	1,118.25
SEWER FUND		\$	13,263.02
SUBTOTAL		\$	14,381.27
TOTAL		\$	1,127,418.00

APPROVED BY THE BOARD OF SUPERVISORS

DATE

BRIAN DUNN

RAJESH KUMBHARDARE

LIBBY MADARASZ

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
123546		09/30/2025	108154	260202PY	70533	20,000.00	20,000.00	11/12/2025	INV PD		DECEMB
CHECK DATE: 02/02/2026											
633 MAILLIE LLP											
1 INVOICES						20,000.00					

\*\* END OF REPORT - Generated by Caroline Partridge \*\*



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
	1117 WEX BANK									
288163		02/02/2026	109243	WEX_2601	674	3,603.13	02/02/2026	DIR	PD	GASOLINE USE - JANUARY 20
1 INVOICES						3,603.13				

\*\* END OF REPORT - Generated by ASHLEA BULLOCK \*\*

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
20260215_INTEREST		01/26/2026	109310	ACNB01	695	16,277.49	16,277.49	02/27/2026	DIR	PD	debt s
CHECK DATE: 02/06/2026											
1152 ACNB Bank											
1 INVOICES						16,277.49					

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
86 AQUA PENNSYLVANIA, INC.											
29918		01/14/2026	109329	2602AQUA	697	271.75	02/05/2026	DIR	PD	101 COMMER DRIVE (2" LINE	
29939		01/14/2026	109351	2602AQUA	700	259.99	02/05/2026	DIR	PD	101 Commerce Drive (6"Lin	
29919		01/16/2025	109330	2602AQUA	698	156.53	02/09/2026	DIR	PD	GMPS	
29864		01/15/2026	109274	2602AQUA	692	448.58	02/06/2026	DIR	PD	121 VALLEY CREEK (2" LINE	
29938		01/15/2026	109350	2602AQUA	699	453.45	02/06/2026	DIR	PD	121 Valley Creek Blvd (8	
29862		01/14/2026	109272	2602AQUA	690	261.96	02/05/2026	DIR	PD	SERVICE FOR MILLER PARK -	
29915		01/15/2026	109326	2602AQUA	696	185.66	02/06/2026	DIR	PD	EXTON PARK - JAN 2026	
29863		01/16/2026	109273	2602AQUA	691	205.52	02/09/2026	DIR	PD	110 W BOOT ROAD - JAN 202	
						<b>2,243.44</b>					
<b>8 INVOICES</b>						<b>2,243.44</b>					

\*\* END OF REPORT - Generated by ASHLEA BULLOCK \*\*

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2 10 8 EMERGENCY VEHICLE SERVICE LLC										
29664		01/14/2026	109056	20260211	70534	119.76	02/11/2026	INV	PD	Repair of Vehicle Equipme
3 21ST CENTURY MEDIA PHILLY CLUSTER										
29876		01/12/2026	109286	20260211	70535	373.89	02/11/2026	INV	PD	Public Notice
29869		01/05/2026	109278	20260211	70535	193.80	02/11/2026	INV	PD	Public Notice
29877		01/12/2026	109287	20260211	70535	681.71	02/11/2026	INV	PD	Public Notice (2)
29878		01/30/2026	109288	20260211	70535	1,473.79	02/11/2026	INV	PD	Public Notice (5)
29873		01/30/2026	109283	20260211	70535	341.64	02/11/2026	INV	PD	Public Notice
						<b>3,064.83</b>				
785 Advance Auto Parts										
29741		01/23/2026	109134	20260211	70536	24.00	02/11/2026	INV	PD	Oil Filters
29813		01/29/2026	109216	20260211	70536	173.24	02/11/2026	INV	PD	55 Gallon washer fluid
29815		01/29/2026	109218	20260211	70536	121.68	02/11/2026	INV	PD	Oil and Fuel Filters
29837		01/30/2026	109244	20260211	70536	83.44	02/11/2026	INV	PD	Wiper Blades
29871		02/02/2026	109281	20260211	70536	20.02	03/02/2026	INV	PD	Air Filter
						<b>422.38</b>				
40 AETNA										
29737		01/01/2026	109130	20260211	70537	673.24	02/11/2026	INV	PD	Post-Ret. Health Insuranc
45 AJ BLOSENSKI INC										
29859		02/01/2026	109269	20260211	70538	105,840.00	02/11/2026	INV	PD	TRASH REMOVAL - 2/1-2/28/
86 AQUA PENNSYLVANIA, INC.										
29904		02/02/2026	109314	20260211	70539	5,304.48	02/11/2026	INV	PD	HYDRANTS (164) 12/31/25-
29696		01/14/2026	109088	20260211	70539	7,859.68	02/11/2026	INV	PD	HYDRANTS (243)
						<b>13,164.16</b>				
1608 AXCESS NETWORKS										
29706		01/01/2026	109098	20260211	70540	2,143.17	02/11/2026	INV	PD	VOIP INVOICE - 1/2026
29906		02/02/2026	109316	20260211	70540	2,250.33	02/11/2026	INV	PD	VOIP INVOICE - 2/2026
						<b>4,393.50</b>				
170 C & N AUTOMOTIVE INC										
29838		02/02/2026	109245	20260211	70541	26.65	02/11/2026	INV	PD	Emission Test - Police Ca
194 CHEMICAL EQUIPMENT LABS OF DE.										
29747	260005	01/21/2026	109140	20260211	70542	1,681.75	02/11/2026	INV	PD	2026 Rock Salt - West Bra
29749	260005	01/21/2026	109142	20260211	70542	1,672.50	02/11/2026	INV	PD	2026 Rock Salt - West Bra
29750	260005	01/21/2026	109143	20260211	70542	1,686.02	02/11/2026	INV	PD	2026 Rock Salt - West Bra
29781	260005	01/29/2026	109179	20260211	70542	1,522.33	02/11/2026	INV	PD	2026 Rock Salt - West Bra
29840	260005	01/30/2026	109247	20260211	70542	1,427.67	02/11/2026	INV	PD	2026 Rock Salt - West Bra
29842	260005	01/30/2026	109249	20260211	70542	1,725.87	02/11/2026	INV	PD	2026 Rock Salt - West Bra

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
29844	260005	01/30/2026	109251	20260211	70542	1,672.50	02/11/2026	INV	PD	2026 Rock Salt - west Bra
29768	260005	01/27/2026	109163	20260211	70542	1,463.97	02/11/2026	INV	PD	2026 Rock Salt - West Bra
196 CHESTER COUNTY POLICE CHIEFS ASSOC						12,852.61				
29829		01/31/2026	109233	20260211	70543	75.00	02/11/2026	INV	PD	POLICE CHIEF Dues CCPCA
29827		01/31/2026	109231	20260211	70543	75.00	02/11/2026	INV	PD	POLICE CAPTAIN CCPCA DUES
29828		01/31/2026	109232	20260211	70543	75.00	02/11/2026	INV	PD	POLICE LIEUTENANT DUES
205 CHESTER COUNTY SOLID WASTE AUTHORITY						225.00				
29907		02/02/2026	109317	20260211	70544	5,253.17	02/11/2026	INV	PD	TIPPING FEES - 1/8, 1/9,
29908		02/02/2026	109319	20260211	70544	3,146.74	02/11/2026	INV	PD	TIPPING FEES - 1/20 & 1/2
29909		02/02/2026	109320	20260211	70544	3,713.48	02/11/2026	INV	PD	TIPPING FEES - 1/28 & 1/2
212 CHRIS BOYLE LAW ENFORCEMENT CONSULTING						12,113.39				
29629	260024	01/01/2026	109019	20260211	70545	2,970.00	02/11/2026	INV	PD	2026 Annual Training Fee
1776 Combined Systems Inc										
29659		01/21/2026	109051	20260211	70546	320.00	02/11/2026	INV	PD	One Day Training L.Lethal
29661		01/21/2026	109053	20260211	70546	320.00	02/11/2026	INV	PD	One Day Less Lethal Train
29660		01/21/2026	109052	20260211	70546	320.00	02/11/2026	INV	PD	One Day L.Lethal Training
1160 COMCAST						960.00				
29632		01/05/2026	109022	20260211	70547	484.57	02/05/2026	INV	PD	Business Internet
249 CONRAD SIEGEL ACTUARIES										
29810		01/30/2026	109213	20260211	70548	1,250.00	02/11/2026	INV	PD	2025 GASB 75 ACTUARIAL VA
1784 Daigle Law Group LLC										
29831		01/31/2026	109235	20260211	70549	295.00	02/11/2026	INV	PD	Training Course - Tactics
1161 DSC Solutions										
29742		01/20/2026	109135	20260211	70550	2,245.00	02/11/2026	INV	PD	Cleaning Services for Bui
1255 DELAWARE VALLEY HEALTH TRUST										
29691		01/01/2026	109083	20260211	70551	149,192.58	02/11/2026	INV	PD	Delaware Valley Health In
29794		02/01/2026	109196	20260211	70551	149,192.58	02/11/2026	INV	PD	Delaware Valley Health In
1788 E.O. HABHEGGER Co						298,385.16				
29783		01/27/2026	109181	20260211	70552	402.00	02/11/2026	INV	PD	Diesel Pump Repairs
29782		01/29/2026	109180	20260211	70552	108.08	02/11/2026	INV	PD	Filters for Diesel Pump

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						510.08				
										332 EAGLE POWER & EQUIPMENT CORP
29780		01/29/2026	109178	20260211	70553	381.34	02/11/2026	INV	PD	Plow parts for Kubota
										1162 EAGLE POWER TURF & TRACTOR
29645		01/20/2026	109037	20260211	70554	27.41	02/20/2026	INV	PD	Hyd. Fluid and Fill Cap
29870		01/28/2026	109280	20260211	70554	428.48	02/28/2026	INV	PD	Plow Parts
						455.89				
										378 FBINAAEASTERN PA CHAPTER
29832		01/31/2026	109236	20260211	70555	150.00	02/11/2026	INV	PD	POLICE LIEUTENANT Dues
										404 GALLS LLC
29833		01/31/2026	109237	20260211	70556	267.35	02/11/2026	INV	PD	Officer Uniform Gear
										498 GENERAL CODE
29787		01/29/2026	109188	20260211	70557	1,295.00	02/28/2026	INV	PD	Ecode Annual Maintenance
										450 GREATAMERICA FINANCIAL SVCS.
29910		01/09/2026	109321	20260211	70558	161.00	02/11/2026	INV	PD	COPIER LEASE - 025-172947
29860		01/27/2026	109270	20260211	70558	852.50	02/11/2026	INV	PD	COPIER AGREEMENT - 1/2026
						1,013.50				
										463 HA THOMSON COMPANY
29707		01/13/2026	109099	20260211	70559	1,503.00	02/11/2026	INV	PD	2026 Tax Collector Bond R
										504 INCARCERATE INC.
29773		01/28/2026	109170	20260211	70560	176.98	02/11/2026	INV	PD	Prisoner Transport
										505 INDEPENDENCE BLUE CROSS
29893		02/01/2026	109303	20260211	70561	800.40	02/11/2026	INV	PD	RETIREE HEALTHCARE COVERA
										513 INTERCON TRUCK EQUIPMENT INC
29668		01/21/2026	109060	20260211	70562	226.59	02/21/2026	INV	PD	Cable Assembly
29769		01/28/2026	109164	20260211	70562	985.62	02/11/2026	INV	PD	Snowplow Blade Cutting Ed
						1,212.21				
										517 INTERSTATE BATTERIES OF DELAWARE VALLEY
29640		01/20/2026	109032	20260211	70563	1,024.35	02/20/2026	INV	PD	Batteries for Truck
										1783 JB Supply Inc
29779	260035	01/23/2026	109177	20260211	70564	13,011.77	02/11/2026	INV	PD	Floor Sweeper for PWF, Up

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1794 JVI Group Inc										
29977	260046	02/06/2026	109398	20260211		49,762.81	02/11/2026	INV	V	Saint Annes Lane - Whitfo
567 KEEN COMPRESSED GAS CO										
29790		01/13/2026	109191	20260211	70565	325.11	02/11/2026	INV	PD	Gas for Welding
29791		01/13/2026	109192	20260211	70565	32.26	02/11/2026	INV	PD	Welding Cylinder Caps
						<b>357.37</b>				
570 KELLY INDUSTRIAL SUPPLY										
29855		01/09/2026	109262	20260211	70566	944.35	02/09/2026	INV	PD	Bolts, Wire Ties and othe
29839		01/30/2026	109246	20260211	70566	54.00	02/11/2026	INV	PD	Heat Shrink Tubing
29812		01/30/2026	109215	20260211	70566	424.05	02/11/2026	INV	PD	Butane Torch and Couplers
						<b>1,422.40</b>				
1445 KENNETH PASQUARELLA										
29755		01/28/2026	109148	20260211	70567	127.50	02/11/2026	INV	PD	Reimbursement- CDL Licens
659 MCDONALD UNIFORM CO.										
29666		01/20/2026	109058	20260211	70568	195.98	02/11/2026	INV	PD	Uniform Gear
29856		01/23/2026	109263	20260211	70568	893.14	02/11/2026	INV	PD	NEW HIRE UNIFORMS
29823		01/31/2026	109227	20260211	70568	210.86	02/11/2026	INV	PD	New Hire Gear
29667		01/20/2026	109059	20260211	70568	61.73	02/11/2026	INV	PD	New Hire Gear
29824		01/31/2026	109228	20260211	70568	948.00	02/11/2026	INV	PD	New Hire Gear
29825		01/31/2026	109229	20260211	70568	300.47	02/11/2026	INV	PD	Uniform Holsters
29774		01/28/2026	109171	20260211	70568	104.79	02/11/2026	INV	PD	Uniform Gear
						<b>2,714.97</b>				
981 MERIPLEX SOLUTIONS LLC										
29911		01/21/2026	109322	20260211	70569	12,939.77	02/11/2026	INV	PD	MONTHLY IT SUPPORT - 2/20
1529 METROPOLITAN LIFE INSURANCE COMPANY										
29736		01/01/2026	109129	20260211	70570	653.33	02/11/2026	INV	PD	MetLife LTD
1778 Modlite Systems										
29843	260031	01/27/2026	109250	20260211	70571	2,018.60	02/11/2026	INV	PD	4 Unity Tactical Axon Lin
685 MOTOROLA										
29753	260027	01/27/2026	109146	20260211	70572	1,500.00	02/11/2026	INV	PD	Motorola W.Guard Contract
29665		01/20/2026	109057	20260211	70572	571.08	02/11/2026	INV	PD	December 2025 Cloud Stora
						<b>2,071.08</b>				
320 NAPA										
29740		01/23/2026	109133	20260211	70573	252.15	02/11/2026	INV	PD	Hydraulic Oil for Trucks
29778		01/28/2026	109176	20260211	70573	55.65	02/11/2026	INV	PD	Hydraulic Fluid for Plows

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
29811		01/30/2026	109214	20260211	70573	14.39	02/11/2026	INV	PD	Solenoid	
29868		02/03/2026	109279	20260211	70573	12.13	03/03/2026	INV	PD	Cap	
						<b>334.32</b>					
1625 Northwestern Univ. - Center for Public Safety											
29677	260025	01/21/2026	109069	20260211	70574	4,700.00	01/22/2026	INV	PD	Training for Sgt	
788 PETROLEUM TRADERS CORPORATION											
29735		01/22/2026	109128	20260211	70575	1,189.76	02/11/2026	INV	PD	Diesel Fuel	
1786 Pilot Institute LLC											
29857		02/02/2026	109264	20260211	70576	149.00	02/11/2026	INV	PD	Online Drone Training	
805 PIRMA											
29700		01/01/2026	109092	20260211	70577	244,641.00	02/11/2026	INV	PD	2026 Property and Liabili	
744 PA CHIEFS OF POLICE ASSOC.											
29830		01/31/2026	109234	20260211	70578	150.00	02/11/2026	INV	PD	POLICE CHIEF Dues for PA	
29903		02/03/2026	109313	20260211	70578	475.00	02/11/2026	INV	PD	PCPA MEMBER REGISTRATION	
29631	260013	01/01/2026	109021	20260211	70578	1,250.00	02/11/2026	INV	PD	Renewal For Annual Accred	
29630	260014	01/01/2026	109020	20260211	70578	6,804.00	02/11/2026	INV	PD	Annual Station Based Live	
						<b>8,679.00</b>					
1518 SHANNON A. SMITH INC											
29789	260036	01/23/2026	109189	20260211	70579	1,516.06	02/11/2026	INV	PD	Vehicle Damage Repairs	
952 STANDARD INSURANCE COMPANY											
29748		01/01/2026	109141	20260211	70580	3,700.52	02/11/2026	INV	PD	Life Insurance	
1549 T-MOBILE											
29819		01/21/2026	109222	20260211	70581	1,266.24	02/11/2026	INV	PD	PHONE SERVICES 12/25-1/26	
1209 Thomas Beaver											
29754		01/20/2026	109147	20260211	70582	202.26	02/11/2026	INV	PD	Reimbursement - Clothes A	
1033 THOMSON REUTERSWEST											
29926	260041	01/27/2026	109337	20260211	70583	2,381.40	02/11/2026	INV	PD	Contract PayOut For CLEAR	
1044 TOWNE CENTER CLEANERS											
29937		02/04/2026	109349	20260211	70584	200.95	02/25/2026	INV	PD	Uniform Cleaning January	
1215 TP TRAILERS											
29648		01/20/2026	109040	20260211	70585	258.59	02/20/2026	INV	PD	Wire Harness	

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1063 TYLER TECHNOLOGIES INC											
29766		01/13/2026	109160	20260211	70586	3,500.00	02/11/2026	INV	PD	UB IMPLEMENTATION CONVERS	
1067 UNITED INSPECTION AGENCY INC											
29882		01/31/2026	109292	20260211	70587	8,287.00	02/11/2026	INV	PD	Electrical inspections Ja	
1077 US MUNICIPAL SUPPLY INC											
29739	260028	01/22/2026	109132	20260211	70588	1,995.81	02/11/2026	INV	PD	Truck Plow is Broken, Nee	
1083 VERIZON											
29672		01/09/2026	109064	20260211	70589	196.87	02/11/2026	INV	PD	FIOS - JANUARY 2026	
29673		01/09/2026	109065	20260211	70589	196.87	02/11/2026	INV	PD	FIOS - JANUARY 2026	
29669		01/09/2026	109061	20260211	70589	166.87	02/11/2026	INV	PD	FIOS - JANUARY 2026	
29671		01/09/2026	109063	20260211	70589	196.87	02/11/2026	INV	PD	FIOS - JANUARY 2026	
29796		01/18/2026	109198	20260211	70589	4.00	02/11/2026	INV	PD	FINAL INVOICE FOR CELL PH	
						761.48					
1084 VERIZON COMMUNICATIONS											
29850		01/17/2026	109257	20260211	70590	329.00	02/11/2026	INV	PD	FIOS - MUNICIPAL BUILDING	
1103 WASTE MANAGEMENT											
29797		01/20/2026	109199	20260211	70591	654.13	02/11/2026	INV	PD	DUMPSTER - 101 COMMERCE 2	
29798		01/20/2026	109201	20260211	70591	273.01	02/11/2026	INV	PD	DUMPSTER - CMPS - 2/1/26-	
29799		01/20/2026	109202	20260211	70591	872.44	02/11/2026	INV	PD	DUMPERS - 121 VALLEY CREE	
						1,799.58					
1110 WB MASON COMPANY INC											
29745		11/04/2025	109138	20260211	70592	178.15	02/11/2026	INV	PD	Office Supplies	
29743		12/12/2025	109136	20260211	70592	1,477.00	02/11/2026	INV	PD	Calcium Chloride Pellets	
29744		01/02/2026	109137	20260211	70592	554.10	02/11/2026	INV	PD	Calcium Chloride Pellets	
						2,209.25					
1111 WEAVER MULCH LLC											
29624		01/15/2026	109014	20260211	70593	75.00	02/15/2026	INV	PD	Yard Waste Tipping Fees	
1222 WEST GOSHEN TOWNSHIP											
29880		01/29/2026	109290	20260211	70594	171,322.07	02/11/2026	INV	PD	O&M Charge, 4th Qtr, 2025	
29822		01/31/2026	109226	20260211	70594	153.42	02/11/2026	INV	PD	Grey Key Fee Investigativ	
						171,475.49					
1620 WEST WHITELAND FIRE COMPANY, INC											
294152		01/31/2026	109242	20260211	70595	2,625.00	02/11/2026	INV	PD	FEBRUARY 2026 - GFA RENTA	
1431 WESTTOWN EAST GOSHEN REGIONAL PD											

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
29884		02/03/2026	109294	20260211	70596	295.00	02/03/2026	INV	PD	TRAINING COURSE 1124 WIGGINS SHREDDING INC
29861		01/30/2026	109271	20260211	70597	110.76	02/11/2026	INV	PD	Shredding Service 1144 YCG
29889		01/02/2026	109299	20260211	70598	431.00	02/11/2026	INV	PD	Repair of ENRADD Timing D 1708 Zoro Tools Inc
29776		01/23/2026	109173	20260211	70599	136.98	02/11/2026	INV	PD	Facial Tissue, Kleenex Co
120 INVOICES						1,016,605.40				

\*\* END OF REPORT - Generated by ASHLEA BULLOCK \*\*

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
45 AJ BLOSENSKI INC										
29703		12/01/2025	109095	260211PY	70600	74,544.00	02/11/2026	INV	PD	TRASH REMOVAL - 12/1/25 -
1229 ARRO Consulting Inc.										
29784		12/26/2025	109182	260211PY	70601	5,398.67	12/31/2025	INV	PD	Professional services per
1608 AXCESS NETWORKS										
29704		12/01/2025	109096	260211PY	70602	2,118.42	12/31/2025	INV	PD	VOIP INVOICE - 12/1/2025
183 CARROLL ENGINEERING CORPORATION										
29649		01/19/2026	109041	260211PY	70603	22.25	02/18/2026	INV	PD	Review of Fred Beans land
29650		01/19/2026	109042	260211PY	70603	85.00	02/18/2026	INV	PD	Review of Hoadley Tract s
378 FBINAAEASTERN PA CHAPTER										
29891		11/14/2025	109301	260211PY	70604	150.00	02/11/2026	INV	PD	Annual Dues FBINAA-Chief
410 GAWTHROP GREENWOOD										
29525		01/07/2026	108910	260211PY	70605	4,765.00	01/23/2026	INV	PD	ZHB Solicitor for Dec. 20
1750 General Dynamics Ordinance & Tactical Systems										
29917		12/19/2025	109328	260211PY	70606	775.00	12/31/2025	INV	PD	Simunition Training
1350 GUARDIAN ALLIANCE TECHNOLOGIES INC										
29679		11/30/2025	109071	260211PY	70607	254.00	02/11/2026	INV	PD	SOFTWARE/SOCIAL MEDIA SCR
504 INCARCERATE INC.										
29820		12/20/2025	109223	260211PY	70608	438.56	02/11/2026	INV	PD	2025 Prisoner Transport
1766 Interactive Data LLC										
29564		11/30/2025	108951	260211PY	70609	149.00	01/20/2026	INV	PD	Dec 2025 Monthly Fee Inve
1319 JADE I REESE										
29524		12/24/2025	108909	260211PY	70610	364.50	01/23/2026	INV	PD	ZHB stenographer for Dec.
981 MERIPLEX SOLUTIONS LLC										
29913		12/11/2025	109324	260211PY	70611	4,500.00	12/31/2025	INV	PD	MPC-PS-1: Configuration /
1474 MY FAVORITE PLUMBER CORPORATION										
29663		12/16/2025	109055	260211PY	70612	603.00	12/31/2025	INV	PD	Plumbing Repairs - 2025

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1781 PA UC Fund										
29711		01/11/2026	109104	260211PY	70613	3,012.75	02/11/2026	INV	PD	2024 Q3 UC Benefit Charge
1653 PATTERNH IVES LLC										
29519		11/14/2025	108904	260211PY	70614	375.00	12/14/2025	INV	PD	Miscellaneous Historical
29520		12/11/2025	108905	260211PY	70614	975.00	01/10/2026	INV	PD	Miscellaneous Historical
29628		01/15/2026	109018	260211PY	70614	300.00	02/14/2026	INV	PD	Reviews of non-reimbursea
						<b>1,650.00</b>				
766 PECO ENERGYGAS										
29952		11/30/2025	109367	260211PY	70615	131.76	12/31/2025	INV	PD	222 N POTTSTOWN PIKE - FI
29734		12/01/2025	109127	260211PY	70615	6,539.52	12/31/2025	INV	PD	101 COMMERCE DR - 12/3-1/
						<b>6,671.28</b>				
765 PECO ENGERY COMPANY										
29953		11/30/2025	109368	260211PY	70616	253.97	02/11/2026	INV	PD	GMPS - 12/25
29954		11/30/2025	109369	260211PY	70616	248.77	12/31/2025	INV	PD	BOOT ROAD PARK - 6/2025
29955		11/30/2025	109370	260211PY	70616	317.17	12/31/2025	INV	PD	222 N POTTSTOWN PIKE - 6/
29956		11/30/2025	109371	260211PY	70616	1,124.93	12/31/2025	INV	PD	CMPS -12/2025
29957		11/30/2025	109372	260211PY	70616	149.12	12/31/2025	INV	PD	MVPS - 6/2025
29958		11/30/2025	109373	260211PY	70616	1,087.67	12/31/2025	INV	PD	RT 100 PS - 6/2025
29959		11/30/2025	109374	260211PY	70616	50.80	12/31/2025	INV	PD	RT 100 PS - 122025
29960		11/30/2025	109376	260211PY	70616	222.61	12/31/2025	INV	PD	COUNTY LN METER PIT - 12/
29961		11/30/2025	109377	260211PY	70616	118.47	12/31/2025	INV	PD	0 SOUTHERN SAMUEL RD - 6/
29962		11/30/2025	109378	260211PY	70616	1,079.43	12/31/2025	INV	PD	CMPS GARAGE - 6/2025
29963		11/30/2025	109379	260211PY	70616	51.33	12/31/2025	INV	PD	222 N POTTSTOWN-STREET LI
29964		11/30/2025	109380	260211PY	70616	109.94	12/31/2025	INV	PD	COTSWOLD LN PS - 6/2025
						<b>4,814.21</b>				
828 PROFESSIONAL ID CARDS INC										
29565		12/22/2025	108953	260211PY	70617	25.00	01/20/2026	INV	PD	New Hire ID
855 Ready Refresh										
29916		12/11/2025	109327	260211PY	70618	350.93	12/31/2025	INV	PD	Water Filter Rental - 11/
864 REMINGTON & VERNICK ENGINEERS INC										
29966		11/28/2025	109382	260211PY	70619	6,798.75	12/31/2025	INV	PD	Sewer Rate Study Engineer
29975		11/30/2025	109396	260211PY	70619	770.00	12/31/2025	INV	PD	GENERAL ENGINEERING - THR
						<b>7,568.75</b>				
697 THE HOMER GROUP										
29681		11/18/2025	109073	260211PY	70620	2,465.00	02/11/2026	INV	PD	Newsletter Design & Layou
29683		12/05/2025	109075	260211PY	70620	5,466.30	01/04/2026	INV	PD	Newsletter Printing & Mai
						<b>7,931.30</b>				
1545 THE METER GUY LLC										

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
29662		12/17/2025	109054	260211PY	70621	875.00	12/31/2025	INV	PD	Pump Station Meter Calibr
	1082 VE RALPH & SON INC									
29627		12/09/2025	109017	260211PY	70622	275.40	12/31/2025	INV	PD	Medical Supplies for PD 2
	1083 VERIZON									
29770		12/09/2025	109165	260211PY	70623	196.99	12/31/2025	INV	PD	RT 100 PUMP STATION FIOS
	1118 WHITE GLOVE OF EXTON INC									
29568		12/22/2025	108955	260211PY	70624	336.00	01/20/2026	INV	PD	Car Wash and Annual Detai
	1144 YCG									
29890		12/04/2025	109300	260211PY	70625	657.00	12/31/2025	INV	PD	Certification of Speed Ti
43 INVOICES						128,532.01				

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VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1083 VERIZON											
29989		12/10/2025	109410	P2602PY	719	166.99	12/31/2025	DIR	PD	MVPS FIOS - 12/10/25-1/9/	
29990		12/10/2025	109411	P2602PY	718	196.99	12/31/2025	DIR	PD	GMPS FIOS - 12/10/25-1/9/	
						363.98					
2 INVOICES						363.98					

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
255805625000199	2512	12/10/2025	109410	P2602PY	719	166.99	166.99	12/31/2025	DIR	PD	MVPS	F
CHECK DATE: 12/31/2025												
1083 VERIZON												
355805677000187	2512	12/10/2025	109411	P2602PY	718	196.99	196.99	12/31/2025	DIR	PD	GMPS	F
CHECK DATE: 12/31/2025												
1083 VERIZON												
						363.98						
2 INVOICES						363.98						

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# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1335 5.11 TACTICAL											
29836		02/01/2026	109240	P_260127	687	200.00	02/27/2026	DIR	PD	Uniform Purchase	
32 ADOBE SYSTEMS INC.											
29615		01/13/2026	109004	P_260127	651	717.90	01/13/2026	DIR	PD	Subscription	
1510 BOBCAT COMPANY											
29759		01/21/2026	109152	P_260127	678	379.67	02/05/2026	DIR	PD	14 Pin Snowblower Harness	
251 Constant Contact											
29940		12/30/2025	109352	P_260127	701	1,435.70	02/05/2026	DIR	PD	2026 ANNUAL SUBSCRIPTION	
266 CROWN TROPHY											
29647		01/20/2026	109039	P_260127	659	101.71	01/30/2026	DIR	PD	2026 Officer of the Year	
1291 DUNKIN DONUTS											
29835		02/01/2026	109239	P_260127	688	42.48	02/27/2026	DIR	PD	Training Food	
29971		01/22/2026	109389	P_260127	705	15.99	02/05/2026	DIR	PD	MEETING	
						58.47					
1795 GAP POWER											
29968		01/13/2026	109385	P_260127	707	200.00	01/13/2026	DIR	PD	Equipment Rental	
1607 Gentili's Pizza											
29758		01/22/2026	109151	P_260127	677	148.19	02/05/2026	DIR	PD	Food for Snow Meeting	
1331 GIANT FOOD STORES INC											
29756		01/23/2026	109149	P_260127	675	344.32	02/05/2026	DIR	PD	Food For Team for Snow St	
1791 JSK Exton LLC											
29866		01/25/2026	109276	P_260127	724	324.36	01/25/2026	DIR	PD	Reservations (4)	
29865		01/25/2026	109275	P_260127	723	276.12	01/25/2026	DIR	PD	Reservations (3)	
29867		01/25/2026	109277	P_260127	725	35.98	01/25/2026	DIR	PD	Reservation Service Fees	
						636.46					
621 LOWE'S HOME CENTER INC											
29536		01/05/2026	108921	P_260127	635	59.96	01/05/2026	DIR	PD	Sign Anchors	
29901		01/07/2026	109311	P_260127	722	39.96	01/07/2026	DIR	PD	Cold Patch for Asphalt	
						99.92					
1178 MIKE NELSON CONSULTING											
29618		01/14/2026	109007	P_260127	646	670.00	02/14/2026	DIR	PD	Valves Training	

# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1782 Morpho USA Inc											
29816		01/21/2026	109219	P_260127	681	21.95	02/11/2026	DIR	PD	FINGERPRINTS NEW HIRE	
781 PENNSYLVANIA STATE POLICE											
29498		01/06/2026	108880	P_260127	647	22.00	01/06/2026	DIR	PD	Background Check	
1284 PANERA BREAD											
29943		01/05/2026	109357	P_260127	727	79.98	02/05/2026	DIR	PD	Admin Lunch Meeting	
29614		01/13/2026	109003	P_260127	650	61.74	01/14/2026	DIR	PD	Meeting Expenses	
						141.72					
1793 PARCEL & MORE											
29950		01/12/2026	109365	P_260127	702	10.60	02/05/2026	DIR	PD	SHIPPING CHARGES	
766 PECO ENERGYGAS											
29508		11/07/2025	108891	P_260127	636	2,538.34	02/05/2026	DIR	PD	2024 ELECTRICITY - 121 VA	
1410 PENN STATE EXTENSION											
29550		01/06/2026	108936	P_260127	639	50.00	01/06/2026	DIR	PD	Tree Tender Class	
753 THE PENNSYLVANIA STATE ASSOC OF TWP SUPERVISORS											
29942		12/30/2025	109356	P_260127	726	896.00	02/05/2026	DIR	PD	PSATS Annual Conference R	
29566		01/13/2026	108952	P_260127	648	597.00	01/13/2026	DIR	PD	Conference - registration	
						1,493.00					
857 RECONYX INC											
29888		12/19/2025	109298	P_260127	693	21.20	02/05/2026	DIR	PD	TRAIL CAM SUBSCRIPTION	
899 SAFE KIDS WORLDWIDE											
29887		01/04/2026	109297	P_260127	694	55.00	02/05/2026	DIR	PD	CAR SEAT TECH RECERT - ME	
1761 Sean Burke Landscaping											
29970		12/26/2025	109388	P_260127	704	239.99	01/27/2026	DIR	PD	PLOW PARTS - HEADLIGHTS	
29944		12/26/2025	109358	P_260127	721	110.98	12/26/2025	DIR	PD	Plow Light Parts	
						350.97					
492 THE HOME DEPOT/GECF											
29592		12/29/2025	108980	P_260127	644	63.52	12/29/2025	DIR	PD	THREADED ROD	
29760		01/20/2026	109153	P_260127	679	27.96	02/05/2026	DIR	PD	Hand Soap for P. W. Garag	
29444		01/05/2026	108825	P_260127	656	14.35	01/05/2026	DIR	PD	Toggle Bolts	
29578		01/13/2026	108965	P_260127	643	31.58	01/13/2026	DIR	PD	Gloves	
29441		01/05/2026	108822	P_260127	632	52.11	01/05/2026	DIR	PD	Cleaning Supplies for Par	
29576		01/13/2026	108963	P_260127	641	10.88	01/13/2026	DIR	PD	Bolts	

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
29657		01/16/2026	109049	P_260127	670	65.66	01/16/2026	DIR	PD	Chain and Threaded Rod	
29658		01/16/2026	109050	P_260127	673	20.90	01/16/2026	DIR	PD	Chain	
29654		01/14/2026	109046	P_260127	671	11.96	01/14/2026	DIR	PD	Bucket and Lid	
29761		01/23/2026	109154	P_260127	680	9.94	02/05/2026	DIR	PD	Bolts for flag pole - Ext	
29577		01/12/2026	108964	P_260127	642	123.52	01/12/2026	DIR	PD	Glass Cleaner and wire Ti	
29652		01/21/2026	109044	P_260127	672	59.94	01/21/2026	DIR	PD	Snow Shovels	
1009 THE INQUIRER						492.32					
29845		01/12/2026	109252	P_260127	684	35.96	02/05/2026	DIR	PD	Monthly Subscription	
1036 TRANSPORTATION MANAGEMENT ASSOC											
29403		01/02/2026	108780	P_260127	633	166.50	01/02/2026	DIR	PD	TMACC Training	
29410		01/05/2026	108788	P_260127	634	45.00	01/05/2026	DIR	PD	TMACC Training	
1070 USPS						211.50					
29951		01/21/2026	109366	P_260127	703	52.40	02/05/2026	DIR	PD	NOTIFICATION LETTERS FLOO	
1616 THE WALL STREET JOURNAL											
29841		01/12/2026	109248	P_260127	649	68.89	02/05/2026	DIR	PD	Monthly Subscription	
1112 WEGMANS											
29757		01/23/2026	109150	P_260127	676	101.43	02/05/2026	DIR	PD	Food for Team for Snow St	
1150 ZOOM VIDEO COMM											
29846		01/05/2026	109253	P_260127	685	40.00	02/05/2026	DIR	PD	Monthly Subscription	
48 INVOICES						10,699.62					

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# West Whiteland Township



## VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
765 PECO ENGERY COMPANY											
29978		01/20/2026	109399	P_260209	708	2,507.98	02/09/2026	DIR	PD	GMPS - 12/10/26-1/12/2026	
29979		01/20/2026	109400	P_260209	711	263.36	02/09/2026	DIR	PD	BOOT ROAD PARK - 12/10/25	
29981		01/20/2026	109402	P_260209	712	8,478.52	02/09/2026	DIR	PD	CMPS -12/10/26-1/12/26	
29982		01/20/2026	109403	P_260209	713	214.88	02/09/2026	DIR	PD	MVPS - 12/10/25-1/12/26	
29983		01/20/2026	109404	P_260209	714	977.69	02/09/2026	DIR	PD	RT 100 PS - 12/10/26-1/12	
29987		01/20/2026	109408	P_260209	716	728.88	02/09/2026	DIR	PD	TRAFFIC LIGHTING - 12/10/	
29984		01/20/2026	109405	P_260209	715	93.88	02/09/2026	DIR	PD	COUNTY LN METER PIT - 12/	
29991		01/20/2026	109412	P_260209	720	46.79	02/09/2026	DIR	PD	0 SOUTHERN SAMUEL RD - 12/	
29985		01/20/2026	109406	P_260209	709	951.60	02/09/2026	DIR	PD	CMPS - 12/10/25-1/12/26	
29988		01/20/2026	109409	P_260209	717	79.22	02/09/2026	DIR	PD	STREET LIGHTING - 12/10/2	
29986		01/20/2026	109407	P_260209	710	38.47	02/09/2026	DIR	PD	COTSWOLD LN PS 12/10/25-1	
						14,381.27					
11 INVOICES						14,381.27					

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## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
765 PECO ENGERY COMPANY												
0111340100.2601		01/20/2026	109399	P_260209	708	2,507.98	2,507.98		02/09/2026	DIR	PD	GMPS -
CHECK DATE: 02/09/2026												
1192558000.2601		01/20/2026	109400	P_260209	711	263.36	263.36		02/09/2026	DIR	PD	BOOT R
CHECK DATE: 02/09/2026												
2032862000.2601		01/20/2026	109402	P_260209	712	8,478.52	8,478.52		02/09/2026	DIR	PD	CMPS -
CHECK DATE: 02/09/2026												
2273030100.2601		01/20/2026	109403	P_260209	713	214.88	214.88		02/09/2026	DIR	PD	MVPS -
CHECK DATE: 02/09/2026												
2473368111.2601		01/20/2026	109404	P_260209	714	977.69	977.69		02/09/2026	DIR	PD	RT 100
CHECK DATE: 02/09/2026												
2951886000.2601		01/20/2026	109408	P_260209	716	728.88	728.88		02/09/2026	DIR	PD	TRAFFI
CHECK DATE: 02/09/2026												
3646683000.2601		01/20/2026	109405	P_260209	715	93.88	93.88		02/09/2026	DIR	PD	COUNTY
CHECK DATE: 02/09/2026												
7915762000.2601		01/20/2026	109412	P_260209	720	46.79	46.79		02/09/2026	DIR	PD	0 SOUT
CHECK DATE: 02/09/2026												
8043143000.2601		01/20/2026	109406	P_260209	709	951.60	951.60		02/09/2026	DIR	PD	CMPS -
CHECK DATE: 02/09/2026												
8382241222.2601		01/20/2026	109409	P_260209	717	79.22	79.22		02/09/2026	DIR	PD	STREET
CHECK DATE: 02/09/2026												
91703384000.2601		01/20/2026	109407	P_260209	710	38.47	38.47		02/09/2026	DIR	PD	COTSWO
CHECK DATE: 02/09/2026												
						14,381.27						
11 INVOICES						14,381.27						

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