



**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 28th, February 2nd, and prior to tonight's meeting to discuss matters of personnel and litigation

The Township Building will be closed on Monday, February 16th 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

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.

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



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

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

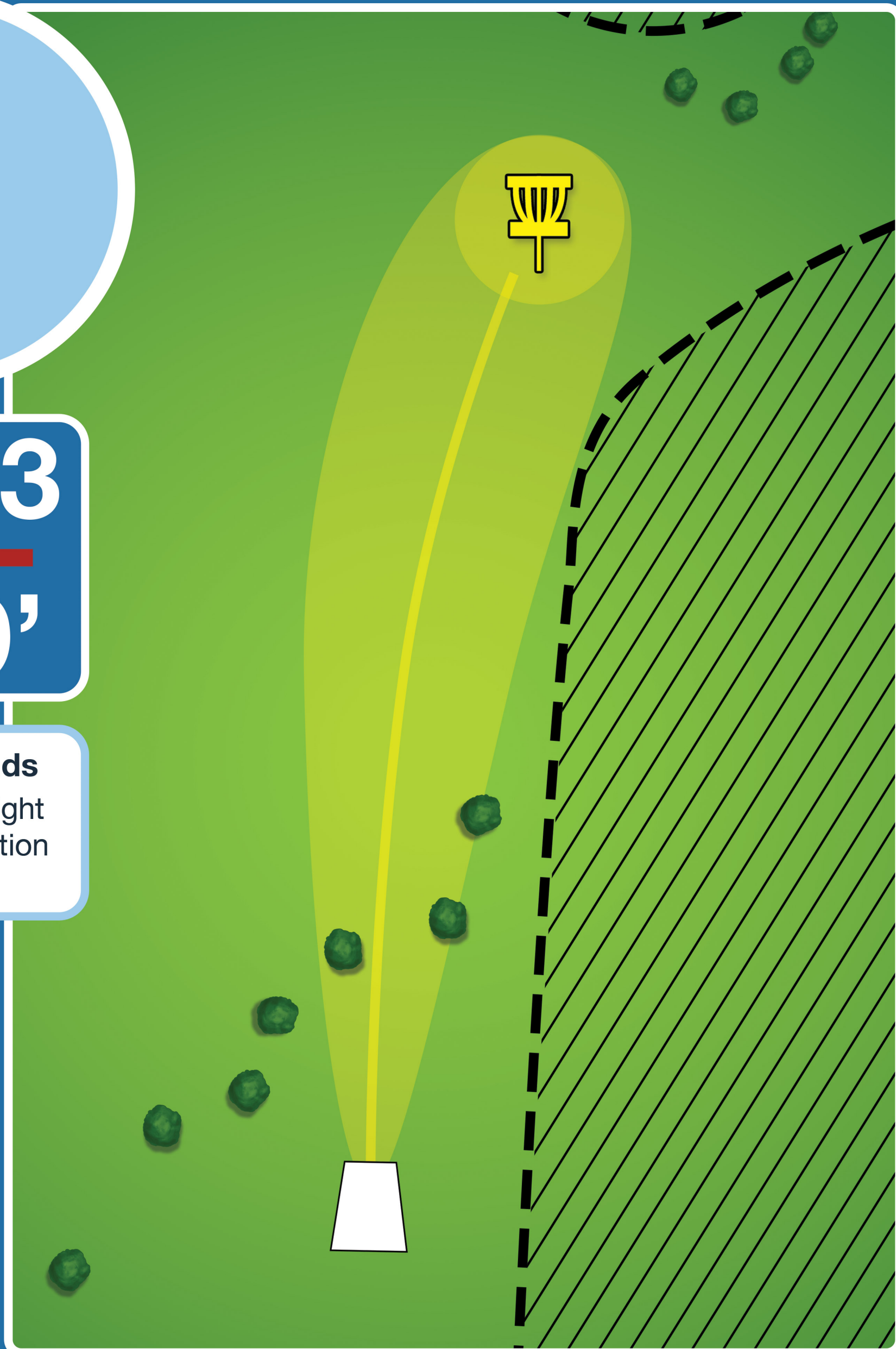
2

Par 3

289'

Out-of-Bounds

Farm field on right
Tall grass/retention
basin





EXTON PARK

DISC GOLF COURSE

West Whiteland

TOWNSHIP

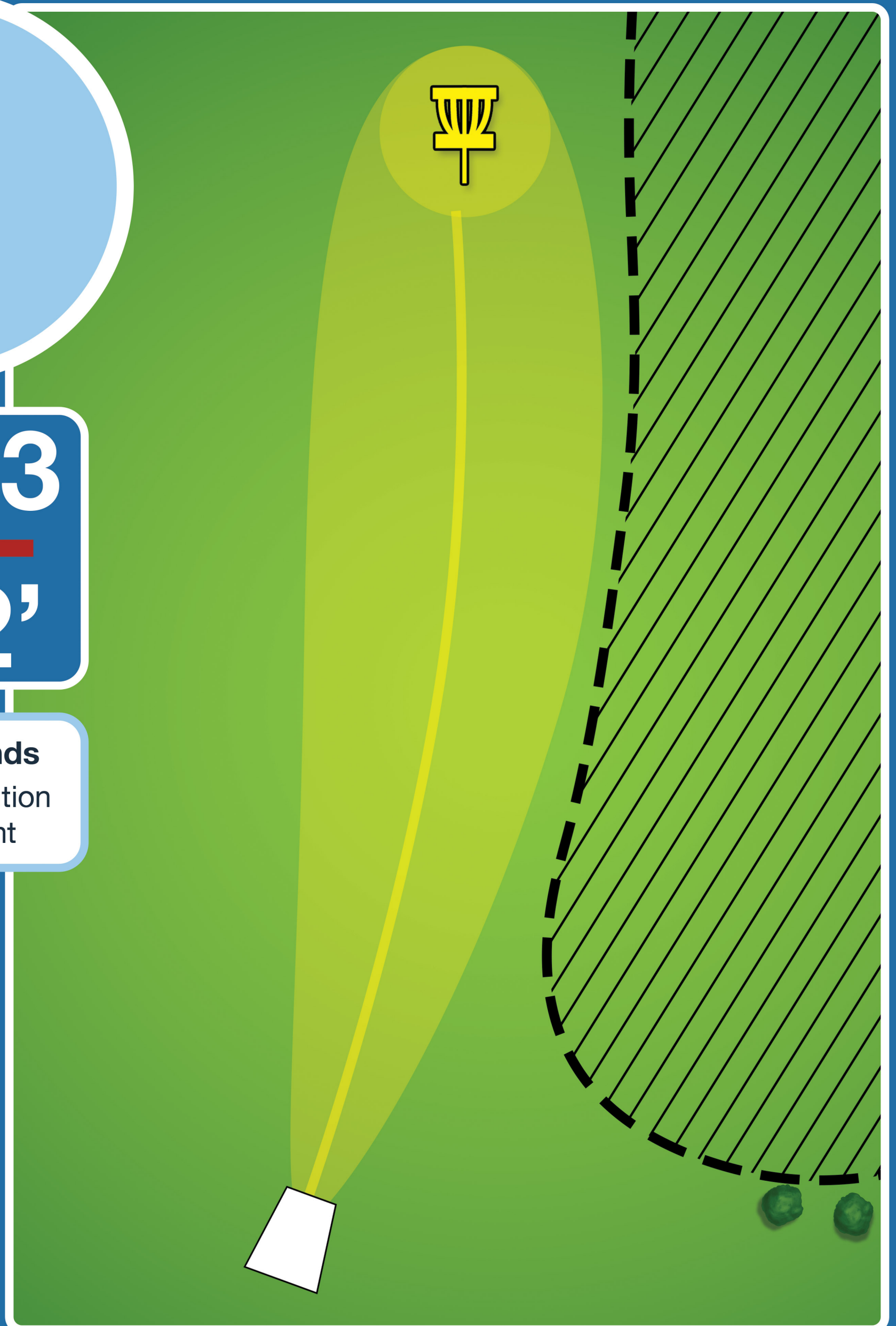
3

Par 3

352'

Out-of-Bounds

Tall grass/retention basin on right





EXTON PARK

DISC GOLF COURSE

West Whiteland

TOWNSHIP

4

Par 3

208'

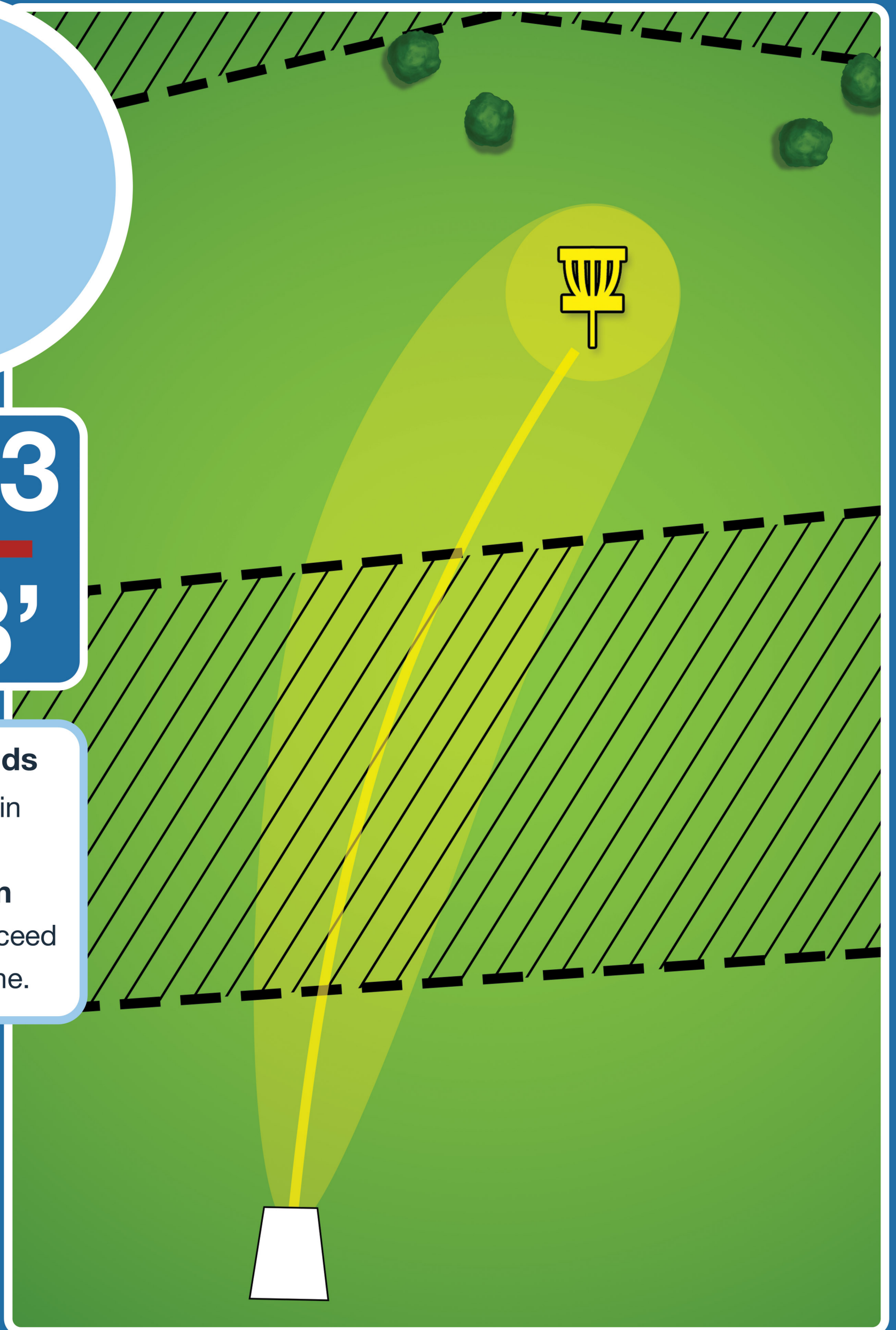
Out-of-Bounds

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

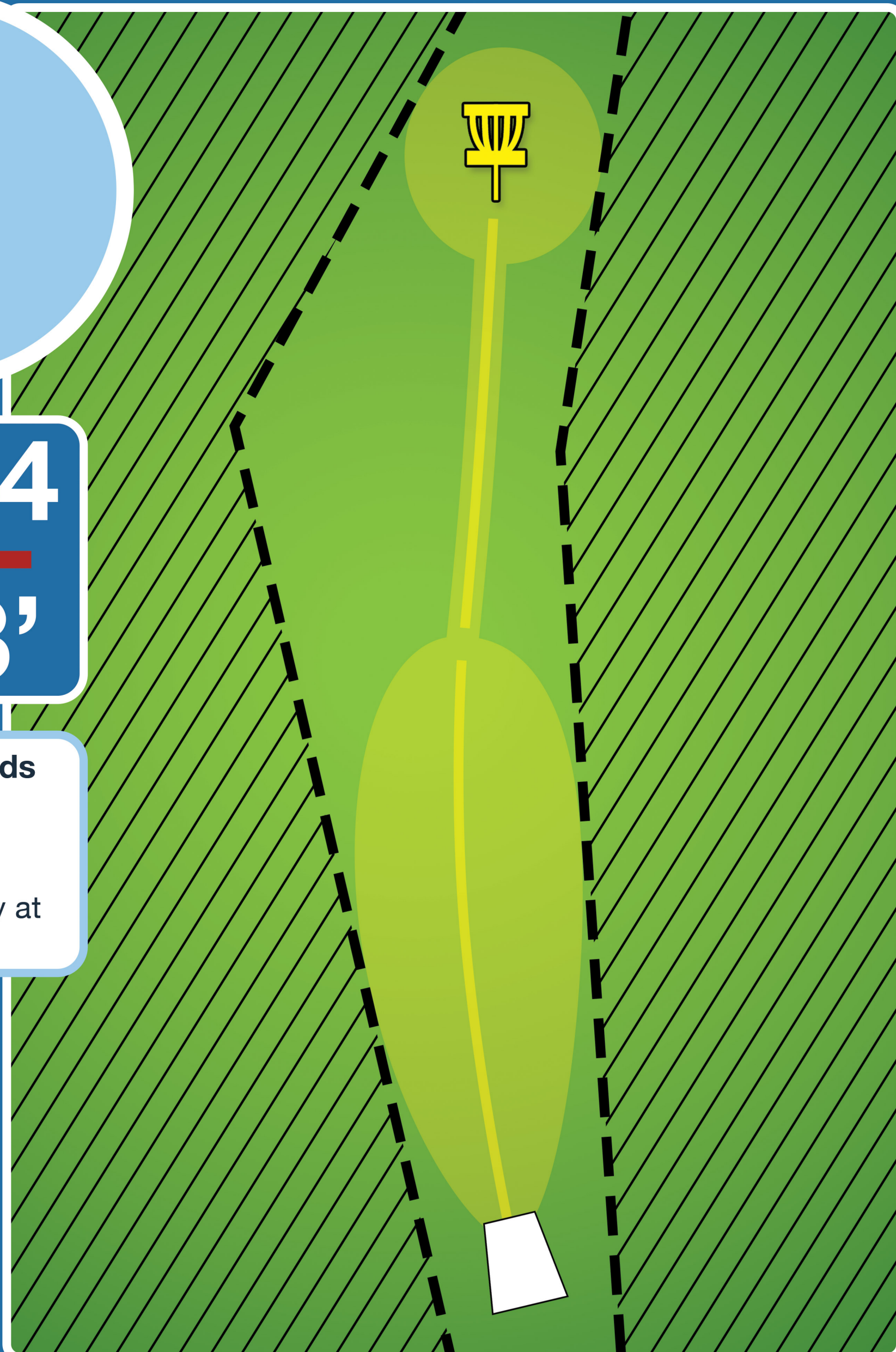
458'

Out-of-Bounds

Farm field

Hazard

Tall grass. Play at the lie.





EXTON PARK

DISC GOLF COURSE

West Whiteland

TOWNSHIP

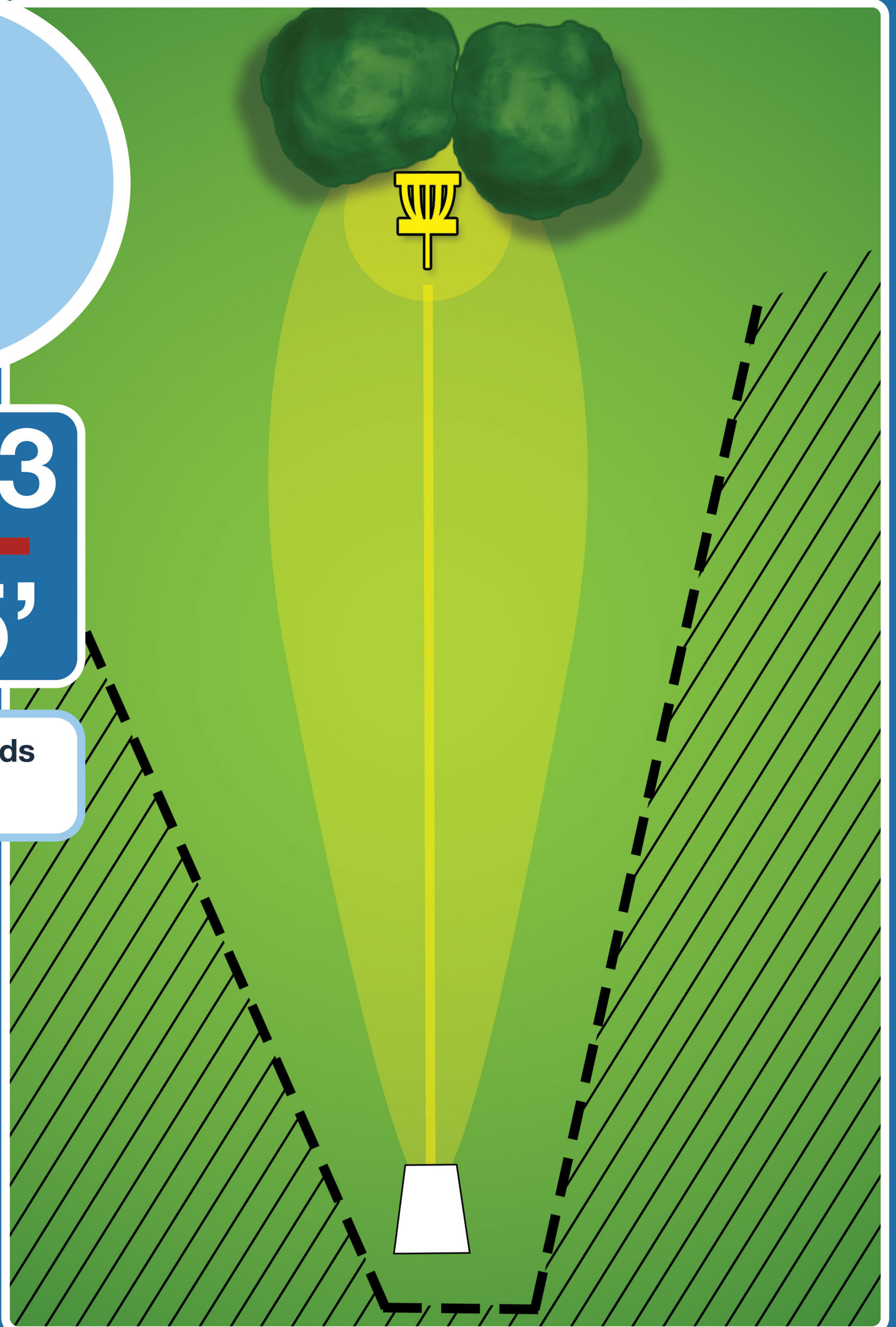
6

Par 3

275'

Out-of-Bounds

Tall grass





EXTON PARK

DISC GOLF COURSE

West Whiteland

TOWNSHIP

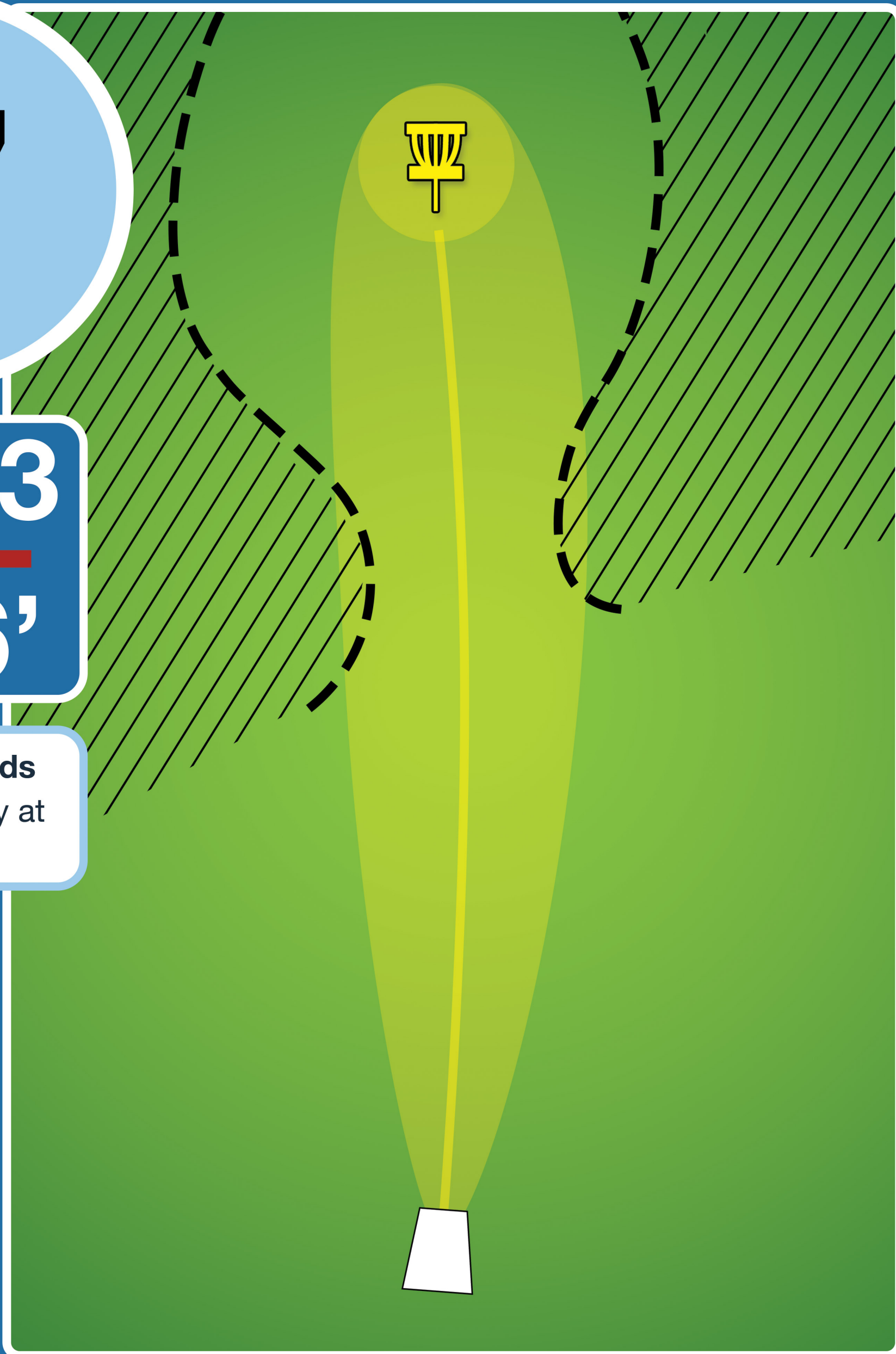
7

Par 3

376'

Out-of-Bounds

Tall grass. Play at the lie.





EXTON PARK

DISC GOLF COURSE

West Whiteland

TOWNSHIP

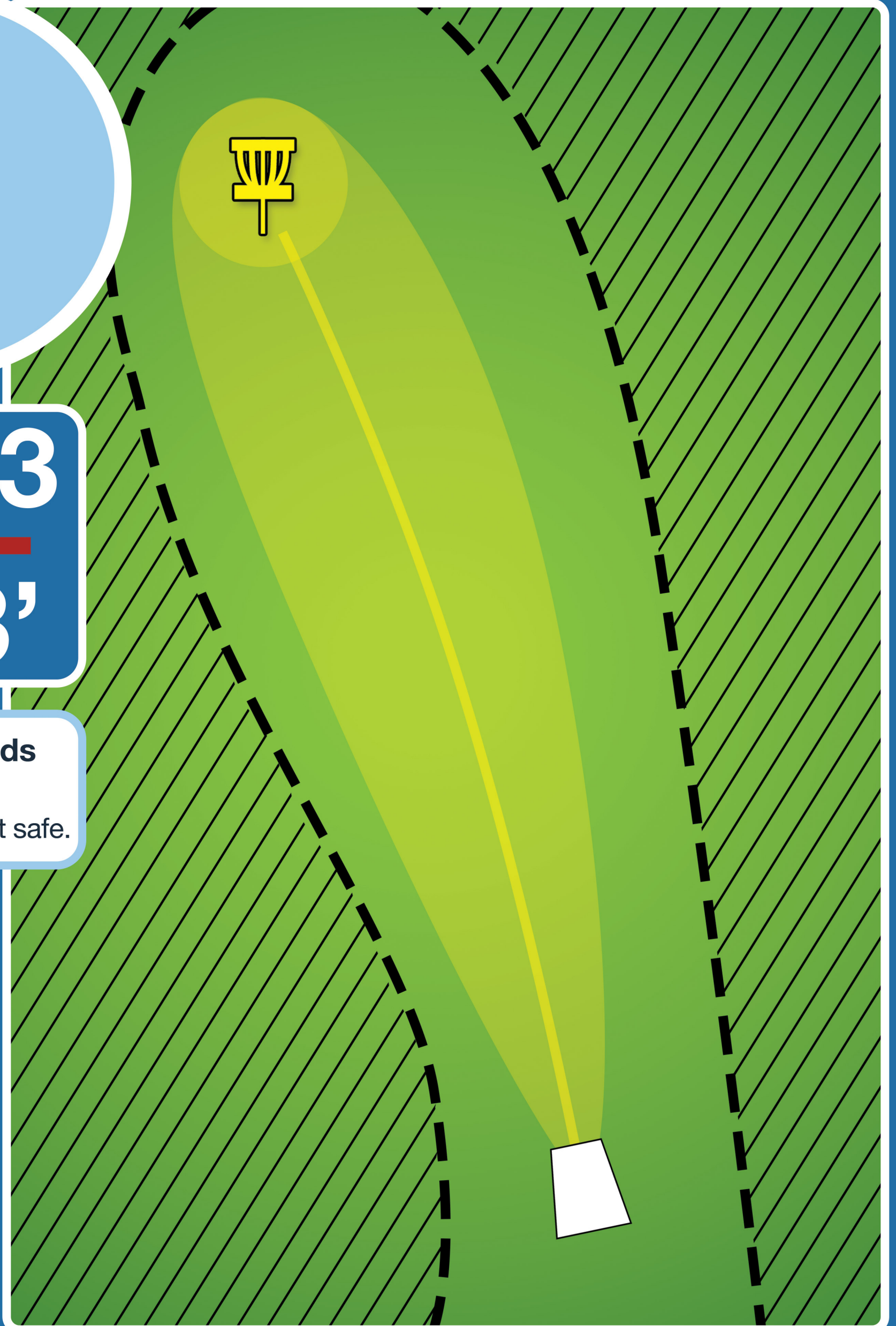
8

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

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 26th 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 1st 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 11th 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



0 200 400 800 Feet

1 inch = 400 feet

Map Created:
Friday, February 6, 2026

County of Chester

Limitations of Liability and Use:
County of Chester, Pennsylvania makes no claims to the completeness, accuracy, or content of any data contained herein, and makes no representation of any kind, including, but not limited to, the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. For information on data sources visit the GIS Services page listed at www.chesco.org/gis.



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

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.¹ 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.² 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.

¹ 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.

² 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.³ 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.⁴ 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;

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

⁴ 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.”⁵ 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.

⁵ 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
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

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	9
3. PROVISION OF CABLE SERVICE	11
4. SYSTEM FACILITIES	13
5. EG SERVICES	14
6. FRANCHISE FEES	16
7. CUSTOMER SERVICE	18
8. REPORTS AND RECORDS	18
9. INSURANCE AND INDEMNIFICATION	19
10. TRANSFER OF FRANCHISE.....	20
11. RENEWAL OF FRANCHISE.....	21
12. ENFORCEMENT AND TERMINATION OF FRANCHISE	21
13. MISCELLANEOUS PROVISIONS.....	24
EXHIBIT A – CABLE SERVICE TO PUBLIC BUILDINGS.....	28
EXHIBIT B – CUSTOMER SERVICE STANDARDS	30

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.

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;

WEST WHITELAND TOWNSHIP

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.

WEST WHITELAND TOWNSHIP

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

WEST WHITELAND TOWNSHIP

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.

WEST WHITELAND TOWNSHIP

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, 6th 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
WEST WHITELAND TOWNSHIP

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

WEST WHITELAND TOWNSHIP

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

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