

Haverford Township - Board of Commissioners

Meeting: Monday, March 03, 2025

Time: 7:00 p.m.

Location: Commissioners Meeting Room -1014 Darby Rd., Havertown PA, 19083

Work Session Agenda

Public Hearing: 6:15 PM – Ordinance No. P3-2025

Due to a minor typographical error in the original posting, the public hearing regarding redistricting has been rescheduled to Monday, March 10, 2025 at 6:15 PM

Opening of Meeting:

- Roll Call
- Pledge of Allegiance

Presentations:

- Comcast Cable Franchise Fee Renewal
- Daniel Cohen, Esq., the Cohen Law Group (virtual)

Commissioner Committee Updates

Police Department Crime Update

Next Week:

Proclamations:

- Women's History Month

Approval of Minutes of February 10, 2025

Approval of Warrants

Appointments:

- Crossroads Figure Skating Club Board of Directors – 3 Vacancies
- Friends of the Grange – 1 Vacancy
- Human Relations Commission – 1 Vacancy
- Health Advisory Board – 1 Vacancy
- Planning Commission Representative to Historical Commission – 1 Vacancy

Ordinances:

- Ordinance 3013-2025 – Skatium Shop Lease Agreement – 2nd Reading
- Ordinance P3-2025 – Redistricting – 1st Reading

Resolutions:

- Resolution 2445-2025 – Comcast Cable Franchise Fee Renewal

Stipulations & Agreements:

- Police Pension Plan – Service-Connected Disability Pension

Three Tax Assessment Appeals:

- Property located at 45 Decatur Road
- Property located at 111 Caenarvon Lane
- Property located at 511 Kathmere Road

Contract Awards:

- N. Abbonizio Contractors, Inc. - Emergency Sanitary and Storm Sewer Repair Contract (2 years) \$947,900.00.
- Oakford Road Culvert (Bid Tab Pending)
- Grange Necessary Roof Replacement (Bid Tab Pending)

Library:

- Premier Concrete – 1 Mill Road Final Sitework for Parking Lot - \$248,850
- Change Order - Rycon Construction (General Contractor) – Credit (\$176,000)
- Change Order - AJM Electric (Electrical Contractor) - \$165,915.10, plus a No Cost Time Extension
- Change Order – Dolan Mechanical (Plumbing Contractor) – No Cost Time Extension
- Change Order – Dolan Mechanical (HVAC Contractor) – No Cost Time Extension

Skatium:

- Change Order – S.B. Conrad (General Contractor) - \$13,925

Purchases:

- Police Duty Weapon Holster Systems – Alien Gear Holsters (Sole Source) – \$18,576.25

Presentations (Continued)

- American Rescue Plan Act – Funding Wrap-up - Township Staff

PHILADELPHIA GROUP

AFFIDAVIT OF PUBLICATION
390 Eagleview Boulevard • Exton, PA 19341

HAVERFORD TOWNSHIP
1014 DARBY RD
HAVERTOWN, PA 19083
Attention: Jaime Jilozian

STATE OF PENNSYLVANIA,

The undersigned Richard L. Crowe, being duly sworn the he/she is the principal clerk of Delaware County Daily Times, Daily & Sunday Times Digital, published in Delaware County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

HAVERFORD TOWNSHIP

Published in the following edition(s):

Delaware County Daily Times, Daily & Sunday Times Digital
02/24/25

PUBLIC NOTICE
HAVERFORD TOWNSHIP
BOARD OF COMMISSIONERS

NOTICE is hereby given that the Board of Commissioners of the Township of Haverford will hold a public hearing on Monday, March 3, 2025 at 6:15 PM in the Commissioners Meeting Room, 1014 Darby Road, Havertown, PA at which time the Board will consider the following proposed ordinance:

AN ORDINANCE OF HAVERFORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 37, WARDS AND PRECINCTS, TO AMEND PORTIONS OF THE BOUNDARIES OF WARD PRECINCTS 3-3 AND 4-3 AND THE WARD MAP TO REAPPORTION THE TOWNSHIP'S VOTING DISTRICTS TO CONTAIN NEARLY EQUAL ELECTORS AS PRACTICABLE AS OFFICIALLY AND FINALLY REPORTED IN THE 2020 FEDERAL DECENNIAL CENSUS.

This ordinance will relocate electors located from Census Block's 1000, 1001, 1005, 1006, 1010, 1011, and 1012 from Ward 4-4 to Ward 3-4. A copy of the full text of the proposed ordinance is available for public inspection on the township website at www.havtp.org or at the office of Community Development at the address indicated above between the hours of 8am and 4pm, Monday to Friday, except legal holidays. All interested parties are invited to attend and be heard in accordance with the rules and procedures of the Board. Persons with disabilities who desire a reasonable accommodation to participate should contact (610) 446-1000 or MBadman@havtp.com to make such arrangements.

David R. Burman
Township Manager

DCT: Feb 24. a-1

Sworn to the subscribed before me this 2/24/25.

Maureen Schmid
Notary Public, State of Pennsylvania
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal
Maureen Schmid, Notary Public
Montgomery County
My Commission Expires March 31, 2029
Commission Number 1248132

Advertisement Information

Client Id: 881538 Ad Id: 2693720 PO: 3/3/25 Meeting Sales Person: 063308

Ad ID: 2693720
Cost: \$266.59
Start: 02/24/25
Stop: 02/24/25
Class: 1201, Legal Notices

**PUBLIC NOTICE
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BOARD OF COMMISSIONERS**

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This ordinance will relocate electors located from Census Block's 1000, 1001, 1005, 1006, 1010, 1011, and 1012 from Ward 4-4 to Ward 3-4. A copy of the full text of the proposed ordinance is available for public inspection on the township website at www.havtwp.org or at the office of Community Development at the address indicated above between the hours of 8am and 4pm, Monday to Friday, except legal holidays. All interested parties are invited to attend and be heard in accordance with the rules and procedures of the Board. Persons with disabilities who desire a reasonable accommodation to participate should contact (610) 446-1000 or MBadman@havtwp.com to make such arrangements.

David R. Burman
Township Manager

DCT: Feb 24. a-1

Haverford Township Redistricting - Update

July 8, 2024

Sherry Forste-Grupp | Chair, Commissioners' Redistricting Committee

David R. Burman | Township Manager

Haverford's Nine Wards

	Total	Deviation From Average Population	Deviation %
WARD 01	5,700	97	1.7%
WARD 02	5,621	18	0.3%
WARD 03	5,239	-364	-6.5%
WARD 04	6,198	595	10.6%
WARD 05	5,404	-199	-3.6%
WARD 06	5,495	-108	-1.9%
WARD 07	5,473	-130	-2.3%
WARD 08	5,701	98	1.7%
WARD 09	5,600	-3	-0.1%
TOTAL	50,431		
AVERAGE	5,603		

As a general rule of thumb, no ward should deviate by more than 10 percent from the average population.

Ward 4 deviates from the average population by 10.6%. This requires further consideration.

Ward 3 has the largest deviation below average and is an obvious candidate for reapportionment.

Three Proposed Options

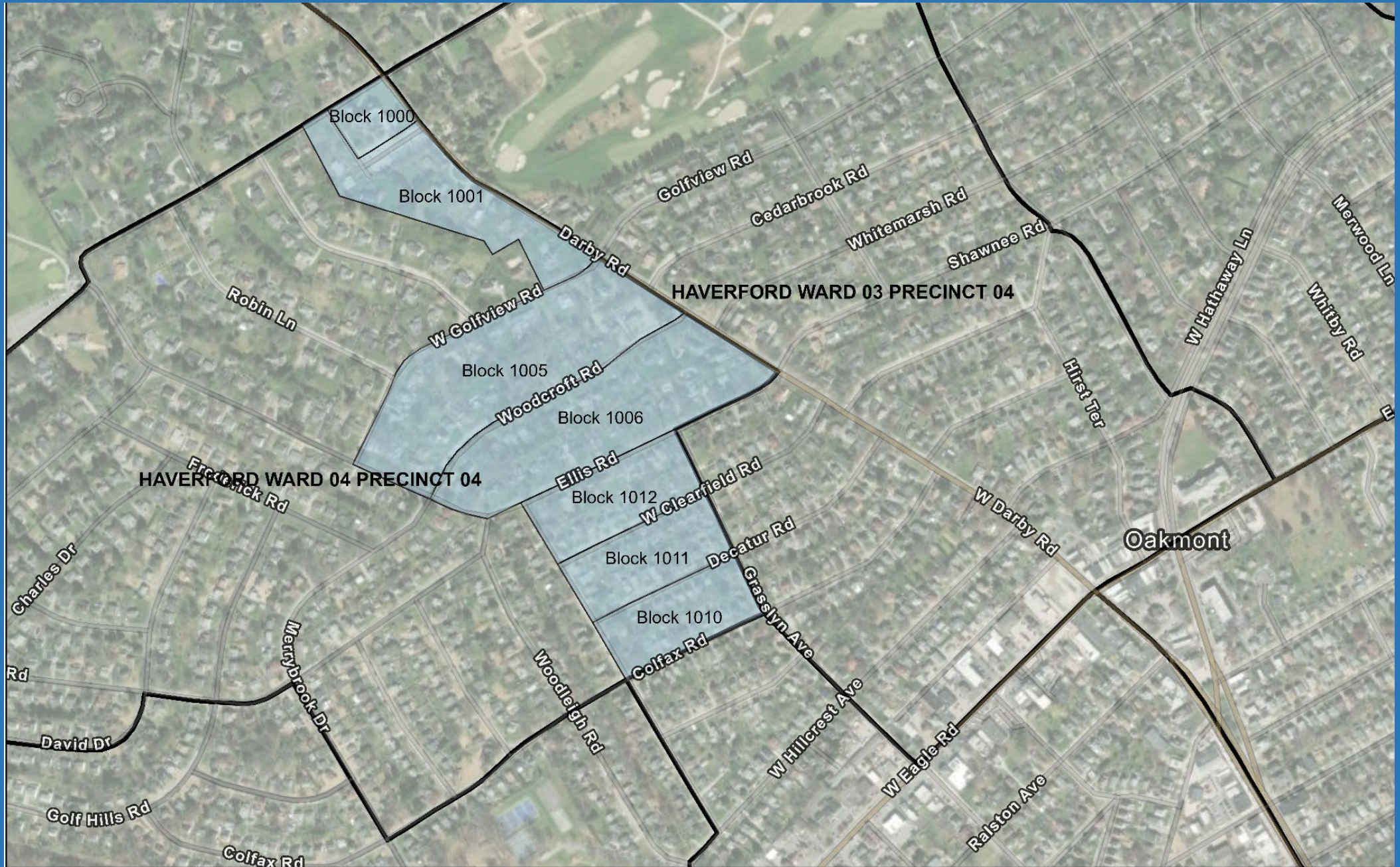
Option 1: Relocate 425 people from Ward 4 to Ward 3. by adjusting the deviation of Ward 4 to match the average deviation of all wards (approximately 3.1%).

Option 2: Relocate 336 people from Ward 4 to Ward 3 by targeting Equate the population of Ward 3 to the calculated average population of 5,603.

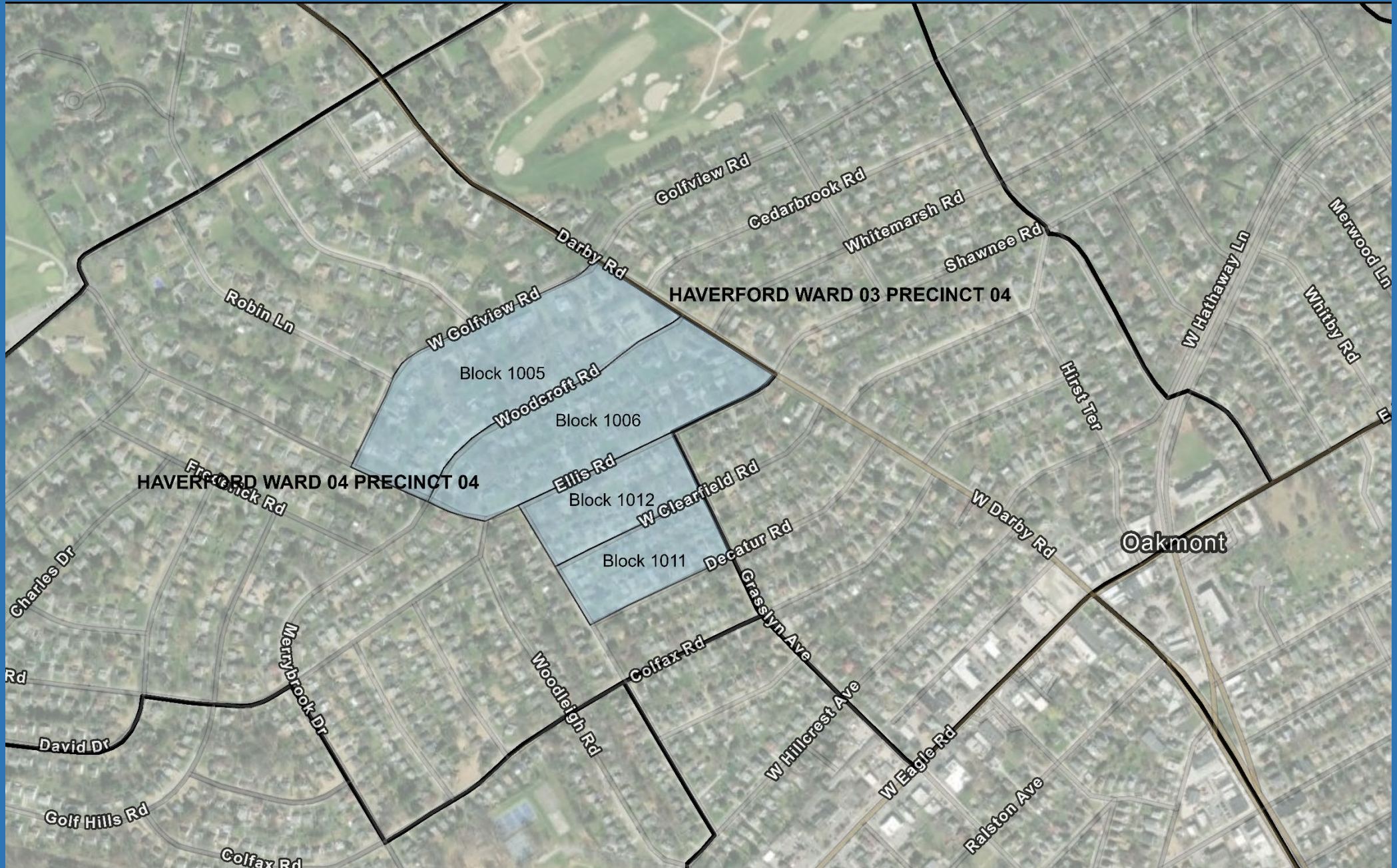
Option 3: Relocate 239 people From Ward 4 to Ward 3, directly impacting the fewest number of residents.

Based on the CH Planning Report (available on our website), all three approaches would result in contiguous wards after the redrawing of boundaries. None of the three approaches would violate the voting rights act, nor would any have a substantial impact on election outcomes.

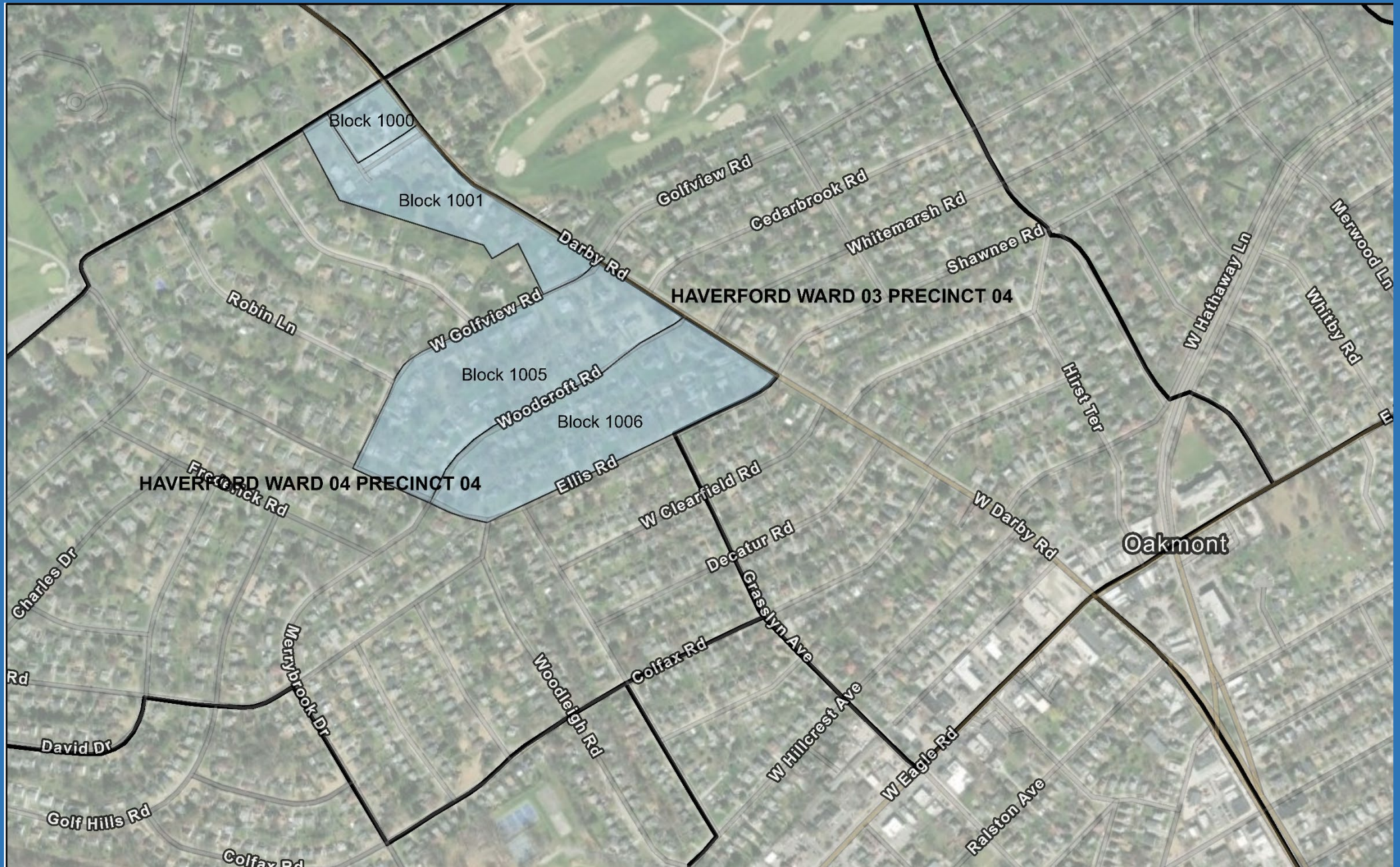
Option 1: Relocate 425 People From Ward 4 to Ward 3



Option 2: Relocate 336 People From Ward 4 to Ward 3



Option 3: Relocate 239 People From Ward 4 to Ward 3



Three Proposed Options

	Current Total	Deviation	Option 1	Deviation	Option 2	Deviation	Option 3	Deviation
WARD 01	5,700	1.7%	5,700	1.7%	5,700	1.7%	5,700	1.7%
WARD 02	5,621	0.3%	5,621	0.3%	5,621	0.3%	5,621	0.3%
WARD 03	5,239	-6.5%	5,664	1.1%	5,575	-0.5%	5,478	-2.2%
WARD 04	6,198	10.6%	5,773	3.0%	5,862	4.6%	5,959	6.3%
WARD 05	5,404	-3.6%	5,404	-3.6%	5,404	-3.6%	5,404	-3.6%
WARD 06	5,495	-1.9%	5,495	-1.9%	5,495	-1.9%	5,495	-1.9%
WARD 07	5,473	-2.3%	5,473	-2.3%	5,473	-2.3%	5,473	-2.3%
WARD 08	5,701	1.7%	5,701	1.7%	5,701	1.7%	5,701	1.7%
WARD 09	5,600	-0.1%	5,600	-0.1%	5,600	-0.1%	5,600	-0.1%
TOTAL	50,431		50,431		50,431		50,431	
AVERAGE	5,603		5,603		5,603		5,603	

Public Input

We received 151 responses to our survey:

- 48 had no preference
- 78 preferred option 1
- 11 preferred option 2
- 12 preferred option 3

We received approximately 15 comments ranging from indifference to requests for better maps (which we accommodated). There were some good suggestions and requests, as well... And one or two unrelated remarks.

Next Steps

Coordinate with the County Board/Bureau of Elections since they will need to amend their election/voter maps.

Work with the Township Engineer to prepare new legal descriptions for Wards 4 and 3.

Work with the Township Solicitor to amend Chapter 37, Wards & Precincts.

The Board of Commissioners will need to consider any changes through the Ordinance amendment process (i.e. public hearing and 2 readings).

Township of Haverford

Ordinance Number _____

(Formatted for Accessibility)

An ordinance of Haverford Township, Delaware County, Pennsylvania, amending chapter 37, wards and precincts, to amend portions of the boundaries of ward precincts 3-4 and 4-4 and the ward map to reapportion the Township’s voting districts to contain nearly equal electors as practicable as officially and finally reported in the 2020 federal decennial census

Whereas, the Home Rule Charter of the Township of Haverford (“Township”) and the Pennsylvania First Class Township Code authorizes the Haverford Township Board of Commissioners (“Board”) to make and adopt ordinances consistent with the constitution and laws of this Commonwealth and with the Haverford Township Charter when necessary for the proper management, care and control of the Township and the maintenance of peace, good government, health and welfare of the Township and its citizens;

Whereas, Article IX, Section 11 of the Pennsylvania Constitution, and Section 12.05 of the Municipal Reapportionment Act (53 Pa.C.S.A. §§ 901, *et seq.*), require that all municipalities in which the elected officials are elected by districts, and not elected at-large, must examine the distribution of their voting districts to ensure that they are as nearly even in population as practicable after each decennial census is reported;

Whereas, pursuant to the Act, and in accordance with Sections 202 and 203 of the Township Charter, the Township has nine Township Commissioner Districts, referred to as "wards," that form a compact, contiguous territory following distinctive geographical boundaries. Such wards are required to contain, as nearly as possible, equal numbers of residents as determined by the latest official census of the United States Bureau of the Census, and may be changed in accordance with the law;

Whereas, legal guidance and precedent establishes that, to ensure an equal number of residents in each ward (as nearly as possible), no ward should deviate more than ten percent (10%) from the average population;

Whereas, the results of the decennial census revealed that Haverford Township voting districts are imbalanced in the number of electors, such that Ward 4 deviated above the average population by 10.6%, and Ward 3 deviated below the average population by 6.5%;

Whereas, relocating 425 electors from Ward 4-4 to Ward 3-4 would result in a deviation of approximately 3.1%, which would match the average deviation of all wards;

Whereas, such relocated electors would be located from Census Block's 1000, 1001, 1005, 1006, 1010, 1011, and 1012;

Whereas, it has been determined that such a relocation would not violate the Voting Rights Act, nor would the relocation have a substantial impact on election outcomes;

Whereas, for the above stated reasons, and to advance the health, welfare, and constitutional rights of the voters of Haverford Township, and to comply with the Pennsylvania Constitution and the Municipal Reapportionment Act, the Board desires to amend its Code of Ordinances, Chapter, 37, Wards and Precincts, to amend portions of the boundaries of Ward Precincts 3-4 and 4-4 and the Ward Map to reapportion the Township's voting districts to contain nearly equal electors as practicable as officially and finally reported in the 2020 Federal Decennial Census;

Whereas, the Township finds that the proposed amended districts, and the entire proposed Ward Map, would still result in contiguous and compact boundaries and that the nine Township wards would divide the Township electorate into nine evenly numbered voting districts;

Now, therefore, be it ordained and enacted by the Haverford Township Board of Commissioners, that the voting district / ward map for Haverford Township is hereby repealed and replaced with the Ward Map attached hereto as **Exhibit "A"**, which shall be the official ward and voting district / precinct map of Haverford Township, Delaware County.

Now, therefore, be it further ordained and enacted by the Haverford Township Board of Commissioners, that the Haverford Township Code of Ordinances shall be amended as set forth below:

Section I: Amendment of the Code. The Haverford Township Code of Ordinances, Chapter 37, Wards and Precincts, is amended as follows:

Section 37-3, Ward No. 3, shall be amended to reflect the new Ward boundary shown on the Ward Map, with the written description amended to provide as follows:

The boundaries of Ward No. 3 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of Philadelphia and Western R.R. (Southeastern Pennsylvania Transit Authority (SEPTA) Hi-Speed Line) with the center of Ardmore Avenue; thence southwestwardly along the center of Ardmore Avenue to its intersection with the extension of the southwesterly line of Delaware County Tax Map Parcel No. 22-04-006-6700; thence southeasterly along the southwesterly property line of Tax Map Parcel No. 22-04-006-6700 and the rear property lines of Tax Map Parcel Nos. 22-04-006-6600 and 22-04-006-6500; thence along the southeasterly line of Tax Map Parcel No. 22-04-006-6400; thence along the rear lines of Tax Map Parcel Nos. 22-04-001-7100, 22-04-001-7001, 22-04-001-7000, 22-04-001-6901, and 22-04-001-6900 to its intersection with the southwesterly line of Tax Map Parcel No. 22-04-001-6900; thence northeasterly along the

southeasterly line of ~~22-04-001-6900~~ to the southwesterly line of Tax Map Parcel No. ~~22-04-001-6800~~; thence southeasterly along the southwesterly line of Tax Map Parcel No. ~~22-04-001-6800~~ extended to the center line of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to the center line of Prescott Road; thence southeastwardly along the center line of Prescott Road to its intersection with the center of Hillcrest Avenue; thence southwestwardly and eastwardly along the center of Hillcrest Avenue to its intersection with the center of Eagle Road; thence southwestwardly along the center of Eagle Road to its intersection with the center of the Penn Central Railroad (formerly the Philadelphia and Baltimore Central Railroad) right-of-way; thence southeastwardly along the center of the Penn Central Railroad (formerly the Philadelphia and Baltimore Central Railroad) right-of-way to its intersection with the extension of the center of Wood Lane; thence northeastwardly and eastwardly along the extension of and the center of Wood Lane to its intersection with the center of Bellemead Avenue; thence southeastwardly along the center of Bellemead Avenue to its intersection with the center of Braeburn Road; thence northeastwardly along the center of Braeburn Road to its intersection with the center of the southbound travel lanes of Darby Road; thence northwardly along the center of the southbound travel lanes of Darby Road to its intersection with the center of Marthart Avenue; thence northeastwardly along the center of Marthart Avenue to its intersection with the center of Winton Avenue; thence northwestwardly along the center of Winton Avenue to its intersection with the center of Campbell Avenue; thence northeastwardly and southeastwardly along the center of Campbell Avenue to its intersection with the center of Hastings Avenue; thence northeastwardly along the center of Hastings Avenue to its intersection with the center of Earlington Road; thence northwestwardly along the center of Earlington Road to its intersection with the center of Eagle Road; thence southwestwardly along the center of Eagle Road to its intersection with the center of Poplar Road; thence northwestwardly along the center of Poplar Road to its intersection with the center of Linden Drive; thence northwestwardly along the center of and the extension of Linden Drive to its intersection with the center of Cobbs Creek; thence northwestwardly along the center of Cobbs Creek to its intersection with the center of Golf View Road; thence northeastwardly along the center of Golf View Road to its intersection with the center of Sunnybrook Lane; thence southeastwardly along the center of Sunnybrook Lane to its intersection with the extension of the common line between Tax Map Parcel Nos. 22-14-324 and 22-14-325; thence northeastwardly along said common line between Tax Map Parcel Nos. 22-14-324 and 22-14-325 to its intersection with the center of the Philadelphia and Western R.R. (Southeastern Pennsylvania Transportation Authority (SEPTA) Hi-Speed Line); thence northwestwardly along the center of the Philadelphia and Western R.R. (SEPTA Hi-Speed Line) to its intersection with the center of Ardmore Avenue, being the first mentioned point and place of beginning.

Section 37-4, Ward No. 4, shall be amended to reflect the new Ward boundary shown on the Ward Map, with the written description amended to provide as follows:

The boundaries of Ward No. 4 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of West Chester Pike and Darby Creek; thence northwardly along the center of Darby

Creek to its intersection with the northerly boundary of Haverford Township, also being the southerly boundary of Radnor Township; thence northeastwardly along the boundary of Haverford Township, also being the southerly boundary of Radnor Township, to its intersection with the center of Mill Road; thence southeastwardly along the center of Mill Road to its intersection with the center of Radnor Road; thence southwardly along the center of Radnor Road to its intersection with the center of Darby Road; thence southeastwardly along the center of Darby Road to its intersection with the center of Ardmore Avenue; thence northeastwardly along the center of Ardmore Avenue to its intersection with the extension of the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence southeastwardly along the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence along the rear property lines of Tax Map Parcel Nos. 22-04-004-8215, 22-04-004-8214, 22-04-004-8213, 22-04-004-8212, 22-04-004-8211, 22-04-004-8210, 22-04-004-5120, 22-04-004-5110, 22-04-004-5100, 22-04-001-6820 and 22-04-001-6810 to the common line between Tax Map Parcel No. 22-04-001-6810 and 22-04-001-6800; thence southeasterly along the common line between 22-04-001-6810 and 22-04-001-6800 extended to its intersection with the center of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to its intersection with the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to its intersection with the center line of Prescott Road; thence southeastwardly along the center of Prescott Road to its intersection with the center of Hillcrest Avenue; thence southwestwardly and eastwardly along the center of Hillcrest Avenue to its intersection with the center of Eagle Road; thence southwestwardly and southwardly along the center of Eagle Road to its intersection with the center of Warren Avenue; thence westwardly along the center of Warren Avenue to its intersection with the center of Chester Avenue; thence northwardly along the center of Chester Avenue to its intersection with the center of Lawrence Road; thence westwardly along the center of Lawrence Road to its intersection with the center of Mt. Pleasant Road; thence southeastwardly along the center of Mt. Pleasant Road to its intersection with the center of Maryland Avenue; thence southeastwardly along the center of Maryland Avenue to its intersection with the center of Lynnewood Drive; thence southwestwardly along the center of Lynnewood Drive to its intersection with the center of Stanton Avenue; thence southeastwardly along the center of Stanton Avenue to its intersection with the center of Ashton Road; thence southwestwardly along the center of Ashton Road to its intersection with the rear line of Tax Map Parcel No. 22-30-066; thence westwardly along the rear line of Tax Map Parcel No. 22-30-066 to its intersection with the common line between Tax Map Parcel Nos. 22-30-066 and 22-30-067; thence southwardly along the extension of the common line between Tax Map Parcel Nos. 22-30-066 and 22-30-067 to its intersection with the center of West Chester Pike; thence westwardly along the center of West Chester Pike to its intersection with the center of Robinson Avenue; thence northeastwardly along the center of Robinson Avenue to its intersection with the center of Fairmont Road; thence northwestwardly along the center of Fairmont Road to its southerly intersection with the center of Circle Drive; thence northwestwardly and eastwardly along the center of Circle Drive to its northerly intersection with the center of Fairmont Road; thence northwestwardly along the center of Fairmont Road to its intersection with the center of Lawrence Road; thence southwardly along the center of Lawrence Road to its intersection with the center of West Chester Pike; thence

westwardly along the center of West Chester Pike to its intersection with the center of Darby Creek, being the first mentioned point and place of beginning.

Section 37-12.D, Precinct No. 3-4, shall be amended to reflect the new precinct boundary shown on the Ward Map, with the written description amended to provide as follows:

The boundaries of Precinct No. 3-4 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of Ardmore Avenue with the center of Darby Road; thence southwestwardly along the center of Ardmore Avenue to its intersection with the extension of the southwesterly line of Delaware County Tax Map Parcel No. 22-04-006-6700; thence southeasterly along the southwesterly property line of Tax Map Parcel No. 22-04-006-6700 and the rear property lines of Tax Map Parcel Nos. 22-04-006-6600 and 22-04-006-6500; thence along the southeasterly line of Tax Map Parcel No. 22-04-006-6400; thence along the rear lines of Tax Map Parcel Nos. 22-04-001-7100, 22-04-001-7001, 22-04-001-7000, 22-04-001-6901, and 22-04-001-6900 to its intersection with the southwesterly line of Tax Map Parcel No. 22-04-001-6900; thence northeasterly along the southeasterly line of 22-04-001-6900 to the southwesterly line of Tax Map Parcel No. 22-04-001-6800; thence southeasterly along the southwesterly line of Tax Map Parcel No. 22-04-001-6800 extended to the center line of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to the center line of Prescott Road; thence southeastwardly along the center line of Prescott Road to the center line of Colfax Road; thence northeastwardly along the center line of Colfax Road to its intersection with the center of Grasslyn Avenue; thence southeastwardly along the center of Grasslyn Avenue to its intersection with the center of Eagle Road; thence northeastwardly along the center of Eagle Road to its intersection with the center of Clover Lane; thence northwestwardly along the center of and northerly extension of Clover Lane to its intersection with the center of Huntington Lane; thence northwestwardly along the center of and the northerly extension of Huntington Lane to its intersection with the center of Ardmore Avenue; thence southwestwardly along the center of Ardmore Avenue to the center of Darby Road, being the first mentioned point and place of beginning.

Section 37-13.D, Precinct No. 4-4, shall be amended to reflect the new precinct boundary shown on the Ward Map, with the written description amended to provide as follows:

The boundaries of Precinct No. 4-4 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of Prescott Road and the center of Colfax Road; thence southwestwardly along the center of Colfax Road to its intersection with the center of Merrybrook Drive; thence northwestwardly along the center of Merrybrook Drive to its intersection with the center of Paddock Road; thence northwestwardly along the center of Paddock Road to its intersection with the center of David Drive; thence northwestwardly along the center of David Drive to its

intersection with the center of Ellis Road; thence northeastwardly along the center of Ellis Road to its intersection with the center of Ardmore Avenue; thence northeastwardly along the center of Ardmore Avenue to its intersection with the extension of the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence southeastwardly along the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence along the rear property lines of Tax Map Parcel Nos. 22-04-004-8215, 22-04-004-8214, 22-04-004-8213, 22-04-004-8212, 22-04-004-8211, 22-04-004-8210, 22-04-004-5120, 22-04-004-5110, 22-04-004-5100, 22-04-001-6820 and 22-04-001-6810 to the common line between Tax Map Parcel No. 22-04-001-6810 and 22-04-001-6800; thence southeasterly along the common line between 22-04-001-6810 and 22-04-001-6800 extended to its intersection with the center of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to its intersection with the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to its intersection with the center line of Prescott Road; thence southeastwardly along the center of Prescott Road to its intersection with the center of Colfax Road, being the first mentioned point and place of beginning.

Section II: Reflection of changes to wards and precincts

For ease of review, the specific changes made to the amended boundary descriptions are reflected in **Exhibit "B"**.

Unless for the ward and precinct changes set forth above in Section I, the ward and precinct boundaries of the remaining wards and precincts shall remain unchanged, as such contain nearly equal electors as practicable.

Section III: Repealer. All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

Section IV: Revisions. The Haverford Township Board of Commissioners does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of this Ordinance.

Section V: Severability. If any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section VI: Effective Date. This amendment shall become effective upon the legal date of its adoption.

Section VII: Failure to enforce not a waiver. The failure of Haverford Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder

Enacted and Adopted this _____ day of _____, 2025.

Township of Haverford

By: _____

Judy Trombetta,

President

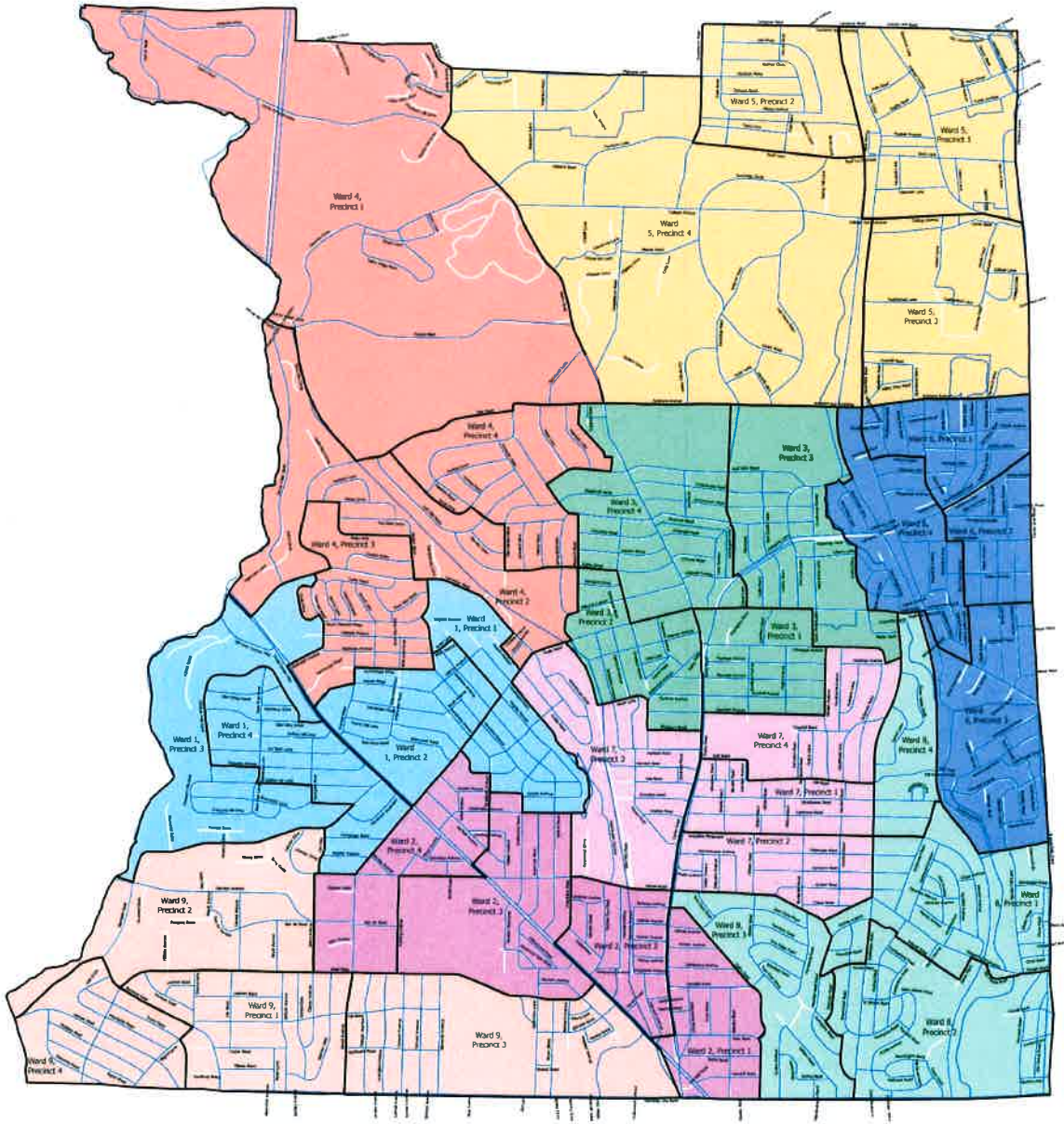
Attest: _____

David R. Burman

Township Manager/Secretary

Exhibit "A"

Revised Ward Map



2020 Census Blocks
 Haverford Proposed Precincts
 Ward 1
 Ward 2
 Ward 3 Proposed
 Ward 4 Proposed
 Ward 5
 Ward 6
 Ward 7
 Ward 8
 Ward 9

REAPPORTIONED POPULATION	WARD 01	WARD 02	WARD 03	WARD 04	WARD 05	WARD 06	WARD 07	WARD 08	WARD 09
PRECINCT 01	1,239	1,010	1,510	1,574	1,563	1,628	1,107	1,673	1,563
PRECINCT 02	1,170	1,379	1,091	1,580	982	1,035	1,328	1,653	1,600
PRECINCT 03	1,522	1,858	1,301	1,440	1,689	1,373	1,815	1,695	1,052
PRECINCT 04	1,769	1,374	1,762	1,179	1,170	1,459	1,223	680	1,385
Total	5,700	5,621	5,664	5,773	5,404	5,495	5,473	5,701	5,600
Mean	5,603	5,603	5,603	5,603	5,603	5,603	5,603	5,603	5,603
Deviation From Mean #	97	-82	61	170	-199	-108	-130	98	-3
Deviation From Mean %	1.7%	-1.5%	1.1%	3.0%	-3.6%	-1.9%	-2.3%	1.7%	-0.1%

Date: August, 14, 2024

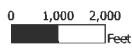


Exhibit "B"

Amended Boundary Descriptions

Ward 3

The boundaries of Ward No. 3 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of Philadelphia and Western R.R. (Southeastern Pennsylvania Transit Authority (SEPTA) Hi-Speed Line) with the center of Ardmore Avenue; thence southwestwardly ~~along the center of Ardmore Avenue to its intersection with the center of Darby Road; thence southwestwardly~~ along the center of Ardmore Avenue to its intersection with the extension of the southwesterly line of Delaware County Tax Map Parcel No. 22-04-006-6700; thence southeasterly along the southwesterly property line of Tax Map Parcel No. 22-04-006-6700 and the rear property lines of Tax Map Parcel Nos. 22-04-006-6600 and 22-04-006-6500; thence along the southeasterly line of Tax Map Parcel No. 22-04-006-6400; thence along the rear lines of Tax Map Parcel Nos. 22-04-001-7100, 22-04-001-7001, 22-04-001-7000, 22-04-001-6901, and 22-04-001-6900 to its intersection with the southwesterly line of Tax Map Parcel No. 22-04-001-6900; thence northeasterly along the southeasterly line of 22-04-001-6900 to the southwesterly line of Tax Map Parcel No. 22-04-001-6800; thence southeasterly along the southwesterly line of Tax Map Parcel No. 22-04-001-6800 extended to the center line of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to the center line of Prescott Road; thence southeastwardly along the center line of Prescott Road ~~to the center line of Colfax Road; thence northeastwardly along the center line of Colfax Road to its intersection with the center of Grasslyn Avenue; thence southeastwardly along the center of Prescott Road~~ to its intersection with the center of Hillcrest Avenue; thence southwestwardly and eastwardly along the center of Hillcrest Avenue to its intersection with the center of Eagle Road; thence southwestwardly along the center of Eagle Road to its intersection with the center of the Penn Central Railroad (formerly the Philadelphia and Baltimore Central Railroad) right-of-way; thence southeastwardly along the center of the Penn Central Railroad (formerly the Philadelphia and Baltimore Central Railroad) right-of-way to its intersection with the extension of the center of Wood Lane; thence northeastwardly and eastwardly along the extension of and the center of Wood Lane to its intersection with the center of Bellemead Avenue; thence southeastwardly along the center of Bellemead Avenue to its intersection with the center of Braeburn Road; thence northeastwardly along the center of Braeburn Road to its intersection with the center of the southbound travel lanes of Darby Road; thence northwardly along the center of the southbound travel lanes of Darby Road to its intersection with the center of Marthart Avenue; thence northeastwardly along the center of Marthart Avenue to its intersection with the center of Winton Avenue; thence northwestwardly along the center of Winton Avenue to its intersection with the center of Campbell Avenue; thence northeastwardly and southeastwardly along the center of Campbell Avenue to its intersection with the center of Hastings Avenue; thence northeastwardly along the center of Hastings Avenue to its intersection with the center of Earlington Road; thence northwestwardly along the center of Earlington Road to its intersection with the center of Eagle Road; thence southwestwardly along the center of Eagle Road to its intersection with the center of Poplar Road; thence northwestwardly along the center of Poplar Road to its intersection with the center of Linden Drive; thence northwestwardly

along the center of and the extension of Linden Drive to its intersection with the center of Cobbs Creek; thence northwestwardly along the center of Cobbs Creek to its intersection with the center of Golf View Road; thence northeastwardly along the center of Golf View Road to its intersection with the center of Sunnybrook Lane; thence southeastwardly along the center of Sunnybrook Lane to its intersection with the extension of the common line between Tax Map Parcel Nos. 22-14-324 and 22-14-325; thence northeastwardly along said common line between Tax Map Parcel Nos. 22-14-324 and 22-14-325 to its intersection with the center of the Philadelphia and Western R.R. (Southeastern Pennsylvania Transportation Authority (SEPTA) Hi-Speed Line); thence northwestwardly along the center of the Philadelphia and Western R.R. (SEPTA Hi-Speed Line) to its intersection with the center of Ardmore Avenue, being the first mentioned point and place of beginning.

Ward 4

The boundaries of Ward No. 4 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of West Chester Pike and Darby Creek; thence northwardly along the center of Darby Creek to its intersection with the northerly boundary of Haverford Township, also being the southerly boundary of Radnor Township; thence northeastwardly along the boundary of Haverford Township, also being the southerly boundary of Radnor Township, to its intersection with the center of Mill Road; thence southeastwardly along the center of Mill Road to its intersection with the center of Radnor Road; thence southwardly along the center of Radnor Road to its intersection with the center of Darby Road; thence southeastwardly along the center of Darby Road to its intersection with the center of *Ardmore Avenue*; thence northeastwardly along the center of Ardmore Avenue to its intersection with the extension of the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence southeastwardly along the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence along the rear property lines of Tax Map Parcel Nos. 22-04-004-8215, 22-04-004-8214, 22-04-004-8213, 22-04-004-8212, 22-04-004-8211, 22-04-004-8210, 22-04-004-5120, 22-04-004-5110, 22-04-004-5100, 22-04-001-6820 and 22-04-001-6810 to the common line between Tax Map Parcel No. 22-04-001-6810 and 22-04-001-6800; thence southeasterly along the common line between 22-04-001-6810 and 22-04-001-6800 extended to its intersection with the center of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to its intersection with the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to its intersection with the center line of Prescott Road; thence southeastwardly along the center of Prescott Road ~~to its intersection with the center of Colfax Road; thence southeastwardly along the center of Prescott Road~~ to its intersection with the center ~~of with the center~~ of Hillcrest Avenue; thence southwestwardly and eastwardly along the center of Hillcrest Avenue to its intersection with the center of Eagle Road; thence southwestwardly and southwardly along the center of Eagle Road to its intersection with the center of Warren Avenue; thence westwardly along the center of Warren Avenue to its intersection with the center of Chester Avenue; thence northwardly along the center of Chester Avenue to its intersection with the center of Lawrence Road; thence westwardly along the center of Lawrence Road to its intersection with the center of Mt. Pleasant Road; thence southeastwardly along the center of Mt. Pleasant Road to its intersection with the center of

Maryland Avenue; thence southeastwardly along the center of Maryland Avenue to its intersection with the center of Lynnewood Drive; thence southwestwardly along the center of Lynnewood Drive to its intersection with the center of Stanton Avenue; thence southeastwardly along the center of Stanton Avenue to its intersection with the center of Ashton Road; thence southwestwardly along the center of Ashton Road to its intersection with the rear line of Tax Map Parcel No. 22-30-066; thence westwardly along the rear line of Tax Map Parcel No. 22-30-066 to its intersection with the common line between Tax Map Parcel Nos. 22-30-066 and 22-30-067; thence southwardly along the extension of the common line between Tax Map Parcel Nos. 22-30-066 and 22-30-067 to its intersection with the center of West Chester Pike; thence westwardly along the center of West Chester Pike to its intersection with the center of Robinson Avenue; thence northeastwardly along the center of Robinson Avenue to its intersection with the center of Fairmont Road; thence northwestwardly along the center of Fairmont Road to its southerly intersection with the center of Circle Drive; thence northwestwardly and eastwardly along the center of Circle Drive to its northerly intersection with the center of Fairmont Road; thence northwestwardly along the center of Fairmont Road to its intersection with the center of Lawrence Road; thence southwardly along the center of Lawrence Road to its intersection with the center of West Chester Pike; thence westwardly along the center of West Chester Pike to its intersection with the center of Darby Creek, being the first mentioned point and place of beginning.

Precinct 3-4

The boundaries of Precinct No. 3-4 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of Ardmore Avenue with the center of Darby Road; *thence southwestwardly along the center of Ardmore Avenue to its intersection with the extension of the southwesterly line of Delaware County Tax Map Parcel No. 22-04-006-6700; thence southeasterly along the southwesterly property line of Tax Map Parcel No. 22-04-006-6700 and the rear property lines of Tax Map Parcel Nos. 22-04-006-6600 and 22-04-006-6500; thence along the southeasterly line of Tax Map Parcel No. 22-04-006-6400; thence along the rear lines of Tax Map Parcel Nos. 22-04-001-7100, 22-04-001-7001, 22-04-001-7000, 22-04-001-6901, and 22-04-001-6900 to its intersection with the southwesterly line of Tax Map Parcel No. 22-04-001-6900; thence northeasterly along the southeasterly line of 22-04-001-6900 to the southwesterly line of Tax Map Parcel No. 22-04-001-6800; thence southeasterly along the southwesterly line of Tax Map Parcel No. 22-04-001-6800 extended to the center line of West Golf View Road; thence southwestwardly along the center line of West Golf View Road to the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to the center line of Prescott Road; thence southeastwardly along the center line of Prescott Road to the center line of Colfax Road; thence northeastwardly along the center line of Colfax Road to its intersection with the center of Grasslyn Avenue;* thence southeastwardly along the center of Grasslyn Avenue to its intersection with the center of Eagle Road; thence northeastwardly along the center of Eagle Road to its intersection with the center of Clover Lane; thence northwestwardly along the center of and northerly extension of Clover Lane to its intersection with the center of Huntington Lane; thence northwestwardly along the center of and the northerly extension of Huntington Lane to its intersection with the center of Ardmore Avenue; thence southwestwardly along the center of Ardmore Avenue to the center of Darby Road, being the first mentioned point and place of beginning.

Precinct 4-4

The boundaries of Precinct No. 4-4 shall be as shown on the attached map which is made part of this chapter, the written description thereof being as follows: Beginning at the point of intersection of the center of Prescott Road and the center of Colfax Road; thence southwestwardly along the center of Colfax Road to its intersection with the center of Merrybrook Drive; thence northwestwardly along the center of Merrybrook Drive to its intersection with the center of Paddock Road; thence northwestwardly along the center of Paddock Road to its intersection with the center of David Drive; thence northwestwardly along the center of David Drive to its intersection with the center of Ellis Road; thence northeastwardly along the center of Ellis Road to its intersection with the center of Ardmore Avenue; thence northeastwardly along the center of Ardmore Avenue to *its intersection with the extension of the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216*; thence southeastwardly along the northeasterly property line of Delaware County Tax Map Parcel No. 22-04-004-8216; thence along the rear property lines of Tax Map Parcel Nos. 22-04-004-8215, 22-04-004-8214, 22-04-004-8213, 22-04-004-8212, 22-04-004-8211, 22-04-004-8210, 22-04-004-5120, 22-04-004-5110, 22-04-004-5100, 22-04-001-6820 and 22-04-001-6810 to the common line between Tax Map Parcel No. 22-04-001-6810 and 22-04-001-6800; thence southeasterly along the common line between 22-04-001-6810 and 22-04-001-6800 extended to its intersection with the center of West Golf View Road; thence southwesterly along the center line of West Golf View Road to its intersection with the center line of Ellis Road; thence southeastwardly along the center line of Ellis Road to its intersection with the center line of Prescott Road; thence southeastwardly along the center of Prescott Road to its intersection with the center of Colfax Road, being the first mentioned point and place of beginning.



PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

January 3, 2025

David R. Burman
Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Dave:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for Haverford Township. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with the Comcast franchise team. While there are many other important provisions in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Township Board of Commissioners.

1. Franchise Fees (Sections 1(q) and 6.1-6.3)

Municipalities are entitled under federal law to assess a franchise fee of up to 5% of the cable operator's "gross revenues" for cable services provided within the municipality. The Township currently assesses a 5% fee and this percentage remains the same in the new Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that are subject to the franchise fee. This list includes all current revenue sources, as well as all a "catch all" item to capture any future revenue sources pertaining to cable services. The list includes several revenue sources that are not in the Township's current Comcast agreement.

While several relevant variables such as cable rate increases, subscriber gains and losses, subscriber cable package levels, and related issues impact the Township's franchise fees, the Agreement is intended to maximize franchise fee revenue to the Township. Please

note that, pursuant to federal law, all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will continue to be paid to the Township on a quarterly basis.

2. Franchise Fee Accountability (Sections 6.4 and 6.5)

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability for the Township. It permits the Township to conduct an independent audit of Comcast's records to determine whether the company has paid franchise fees accurately. The audit "look back" period is 5 years as opposed to the Township's current agreement, which is 2 years. Should the audit reveal that franchise fees have been underpaid, then Comcast must pay the underpaid amount plus interest on the underpayment. The Township's current agreement does not include interest on late payments or underpayments. Furthermore, should the audit reveal that franchise fees have been underpaid by 5% or more, then Comcast also must contribute up to \$3,000 toward the cost of the audit. Again, there is no such penalty in the Township's current agreement.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Comcast's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount may not be applied entirely to cable services. If it did, franchise fee revenue to the Township would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services." The Township's current agreement does not include bundled services protection.

3. Educational and Governmental ("EG") Channels (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels (referred to as "EG" channels in the absence of a public access channel). In the Agreement, Comcast is required to continue the provision of an Educational ("E") and a Governmental ("G") channel with programming originating at the current origination locations. Comcast is required to maintain the wires and other signal distribution equipment so that programming be distributed over the cable system. The Township or its designee has complete control over the content, scheduling, and administration of the channels, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Within 180 days of the effective date of the Agreement, Comcast must convert the channels to high definition ("HD") format. Comcast also agreed to assume the costs of such conversion, including new equipment needed for HD. Comcast is required to cablecast the EG channels to all Comcast subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels. The Township's current agreement does not include HD format or commercial signal quality.

4. EG Capital Grant (Section 7.3)

The Agreement also requires Comcast to provide the Township with a cash grant for capital expenses “to be used for the production of EG programming.” The grant amount negotiated for the Township is in two parts. The first part, known as the Fixed EG Capital Grant, consists of two distributions: the first in the amount of \$10,000 within one year of the effective date and the second in the amount of \$5,000 within five years of the effective date. The second part, known as the Quarterly EG Capital Grant, consists of a quarterly grant equivalent to 15¢ per Township subscriber per month. As with franchise fees, Comcast will pass the grant through to subscribers over the term of the franchise as allowed by federal law.

5. Right-of-Way Protections (Sections 3.8-3.12)

The Agreement provides many protections for the Township’s public rights-of-way. Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes the provision of service area maps to the Township upon request, requirements for disconnection and relocation of Comcast’s wires and equipment, removal of equipment in the event of an emergency, and the need for Township approval for cutting down any trees in the public rights-of-way.

6. Cable System Requirements and Service Area (Section 3.1-3.4)

The Agreement provides technical requirements for the cable system serving the Township. It requires that the system to be built for digital television standards and meet or exceed all technical performance standards of the Federal Communications Commission (“FCC”), the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon the Township’s request, report to the Township regarding the results of the tests, and take corrective measures if the results show any Comcast non-compliance with applicable standards.

The Agreement requires that Comcast make cable service available to every area in which there is a minimum of 25 residential dwelling units per aerial plant mile (50 units per underground mile) subject to certain conditions. Any home that is within 275 feet from Comcast’s main distribution line is considered a “dwelling unit.” Upon the Township’s request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit between 125 and 250 feet, Comcast and the unit owner will share equally the incremental cost beyond the initial 125 feet. If the unit is more than 250 feet, then the unit owner pays the cost beyond the 125 feet.

7. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements.

The customer service standards include, but are not limited to, the following: telephone answering time limits for customer service representatives; time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers; a four-hour “appointment window” for service calls; requirements that bills be clear, concise, and fully itemized; customer complaint procedures; a prohibition on early imposition of late fees; requirements to be met prior to disconnecting service to a subscriber; and credits for service interruptions of 6 or more hours upon request.

8. Services to Community Facilities (Section 7.1)

The Agreement requires Comcast, upon 90 days’ written notice from the Township, to provide Basic Service to the 12 community facilities listed in Exhibit A to the Agreement. These buildings include the Township Building, the five Township Fire Companies, the Police Station, the Township Free Library, the Public Works Building, the Parks and Recreation Building, the Parks Maintenance Building and the Skatium. If requested by the Township, Comcast will provide this service for free unless and until it decides to charge for the service. If Comcast charges for the service, then pursuant to the FCC’s Section 621 Third Report and Order (2019) and the case of *City of Eugene v. FCC* (6th Circuit Court, 2021), Comcast may only charge the Township its “marginal cost,” which is expected to be minimal.

9. Reporting Requirements (Sections 5.7 and 6.3)

The Agreement includes three reporting requirements to the Township to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must provide the Township with a customer complaint report stating the date, nature and resolution of all subscriber complaints that required a service call. The term “complaint” is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast’s operation of the cable system that is within Comcast’s control and requires a corrective measure. In addition and upon request, the Township may obtain from Comcast specific information regarding service repair requests and service interruptions in the Township.

Third and finally, Comcast must, upon written request, provide to the Township copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Township.

10. Liquidated Damages for Violations (Section 8.2)

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Township to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as "liquidated damages," in the amount of \$250 per day for each Comcast violation of the Agreement. The Township may assess such monetary fines after providing Comcast with written notice and allowing Comcast 45 days to correct the violation, unless the nature of the violation is such that it cannot be cured within 45 days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Township may commence revocation proceedings or initiate a lawsuit.

11. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology often changes and we cannot predict the state of the technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. Based on our extensive dealings with Comcast over the past 27 years, we know that the company will not agree to a length of term that is shorter than 10 years.

12. Competitive Equity Provision (Section 2.6)

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Township may award more than one cable franchise to different cable operators and in Haverford there are two cable franchises—one with Comcast and one with Verizon. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as "level playing field" provision, in the Agreement. These provisions relate to the prospect of another cable operator providing cable services in the Township in the future.

The competitive equity provision negotiated with Comcast states that, if the Township grants another cable franchise and the material terms of the other franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. If in fact there is a lack of such competitive equity, then the Township and Comcast will enter into good faith discussions to amend the Agreement to the satisfaction of both parties. This provision keeps control with the Township and assesses the Agreement in the aggregate rather than on an issue-by-issue

basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your assistance and cooperation with this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Daniel S. Cohen

Daniel S. Cohen

CABLE FRANCHISE AGREEMENT

BETWEEN

HVERFORD TOWNSHIP

AND

COMCAST OF PENNSYLVANIA, LLC

With assistance from:

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

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EXHIBIT A: LOCATIONS FOR CABLE TELEVISION SERVICE

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the ____ day of _____, 2025 (hereinafter referred to as the “Effective Date”) by and between Haverford Township, a municipality located in Delaware County, Pennsylvania (hereinafter referred to as the “Township”) and Comcast of Pennsylvania, LLC (hereinafter referred to as “Comcast”).

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

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated May 21, 2007; and

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

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

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

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

WHEREAS, the Township has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

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

SECTION 1 **DEFINITIONS**

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

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

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Educational and Governmental ("EG") access channel.

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

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

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

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

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

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

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

(j) Educational (E) Channel - An access channel that consists of local educational programming.

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

(l) FCC - Federal Communications Commission.

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

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

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

(p) Governmental (EG) Channel - An access channel that consists of local governmental programming.

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

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;

- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Service;
- (11) inside wire maintenance fees for Cable Service;
- (12) service plan protection fees for Cable Service;
- (13) convenience fees;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) regional sports fees;
- (21) broadcast retransmission fees;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Service;
- (24) NSF check charges; and
- (25) Franchise Fees.

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

(r) HD - High definition format.

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

(t) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or

designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

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

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

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

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

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

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

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

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

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way, to provide

Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

2.4 NON-EXCLUSIVITY

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

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

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

2.6 COMPETITIVE EQUITY

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

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

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

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

3.1 TECHNICAL REQUIREMENT

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

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

3.2 AREA TO BE SERVED

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

survey results and applicable costs to extend Cable Service to the areas. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and, if applicable, pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting. The Township shall exercise reasonable efforts to provide Comcast with timely written notice of trenching and underground construction for new residential subdivisions.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit between one hundred twenty-five (125) feet and two hundred-fifty (250) feet aerial distance from the main distribution line, Comcast shall extend the Cable Service and the Subscriber and Comcast shall share equally the actual cost of installation from the main distribution line, with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations. For any dwelling unit in excess of two hundred fifty (250) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service and the Subscriber shall pay Comcast's actual cost of installation from its main distribution system, with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations only.

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

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

3.3 CABLE SYSTEM SPECIFICATIONS

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

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of

the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

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

3.5 EMERGENCY ALERT SYSTEM

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

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

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

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

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance,

weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

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

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

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

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices. All dangling wires, low hanging wires and/or coiled wires on utility poles shall be removed and/or corrected consistent with customary industry standards and practices within thirty (30) days of receiving written notice from Township.

3.9 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the Township

on which shall be shown those areas in which its facilities exist and the location of streets. The strand maps shall be provided to the Township in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the Township's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Township with updated maps within thirty (30) days after any request by the Township, but no more than once annually and only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

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

3.11 EMERGENCY REMOVAL OF EQUIPMENT

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

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

3.12 TREE TRIMMING

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

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency

situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

3.13 CHANNEL CAPACITY

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

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.15 SIGNAL SCRAMBLING

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

3.16 CONTINUITY OF SERVICE

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

3.17 PARENTAL CONTROL CAPABILITY

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) In accordance with applicable law, customer service and bill payment locations shall be conveniently located and open during Normal Business Hours.

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

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

(d) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

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

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

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

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

4.3 NOTICES

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

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

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

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

4.4 BILLING

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

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

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

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

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

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

(2) The Subscriber pays all undisputed charges; and

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

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

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

4.6 DISCONNECTION

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

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

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

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

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

4.7 SERVICE INTERRUPTIONS

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

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

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

SECTION 5 **REGULATION BY THE TOWNSHIP**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

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

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

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

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

5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be

conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

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

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

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

(a) Subscriber Complaint Reports

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

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

- (1) Number of repair service requests received;

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

(b) Government Reports

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

SECTION 6

COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

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

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if

mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review.

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

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

6.5 BUNDLED SERVICES

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

SECTION 7 **SERVICES TO THE COMMUNITY**

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Upon ninety (90) days' written notice to Comcast by the Township, Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Township at least one hundred twenty (120) days' notice of the commencement of charges. The charges shall be consistent with applicable law, which as of the Effective Date, is defined as the "marginal cost" of such services. Comcast will disclose in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Comcast shall arrange with the Township for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with Comcast's retail rate adjustments. The Township may remove locations or change the level of cable service indicated on Exhibit A with thirty (30) days' written notice to Comcast. The Township may elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon ninety (90) days' written notice to Comcast, provided that the new location is a standard installation and within one hundred twenty-five (125) feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL CHANNELS

(a) Comcast shall continue to make available to the Township one (1) Governmental ("G") access channel and one (1) Educational ("E") access channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. Comcast shall cablecast all activated EG channels so that they are received by all Comcast subscribers in the Township. The EG channels shall be used for programming related to community, governmental and/or educational activities. Their purpose is to contribute to an informed citizenry by, among other things, highlighting community activities, showing local government at work, responding to local needs, and bringing education into the home. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channels

in accordance with applicable law and may delegate certain or all of such functions to an appropriate designee. Subject to applicable law, Comcast shall not exercise any editorial control over EG Channel programming.

(b) Comcast shall continue to maintain, at its own cost and expense, the Return Lines to the origination locations currently being used and which are located at 1) 1014 Darby Road, Havertown, PA 19083; and 2) 50 E. Eagle Road, Havertown, PA 19083. The term “Return Line” as used in this section refers to the cables, wires, lines and/or other necessary signal distribution equipment such that live or recorded playback of cablecasts or other programming can originate from the selected locations and be distributed via the Cable System to Subscribers in the Township.

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

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

(c) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township’s expense, relocate one EG origination location and the associated Return Line one time during the term of this Agreement as follows: (1) the new location must be situated within two hundred fifty (250) feet of Comcast’s video return distribution line; (2) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original EG origination sites as described in this section; and (3) the Township shall provide access to such site at least ninety (90) days prior to the anticipated use of the new EG origination site. The timeline for relocation of the EG origination site and the Return Line shall be subject to the timely granting of any and all necessary permits, walk-out and make ready, and the detection of all underground utilities.

(c) Comcast shall, at its own expense, transport and distribute all existing activated EG channels in HD format within one hundred eighty (180) of the Effective Date. Comcast shall carry all components of the EG HD channel signals including, but not limited to, video, audio, stereo, closed captioning, and other elements associated with the programming. Comcast shall provide all necessary equipment at the designated channel origination locations and at its Headend and hubs or similar distribution facilities necessary to deliver all activated EG Channels in HD format to Subscribers. Comcast may implement HD carriage of EG Channels in any manner (including

selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the Cable System. All EG programming containing properly formatted closed captions, SAP or stereo audio shall be delivered to Subscribers in such formats.

(d) No earlier than one (1) year after the launch of the EG Channels identified in HD format as required by Section 7.2(c), Comcast shall have the right to reclaim the SD Access Channels.

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

(j) Comcast shall use its best efforts to maintain the current EG channel assignments during the term of this Agreement. Notwithstanding the foregoing, Comcast does not relinquish its ownership or ultimate right of control over a channel by designating it for EG use. Comcast reserves the right to change channel assignments if necessary, provided that such EG channels continue to be received by all Comcast Subscribers in the Township. In the event Comcast deems a change in any EG Channel assignment to be necessary and changes any EG channel position in accordance with this Section, Comcast shall provide the Township at least thirty (30) days advanced written notice of such change in EG channel assignment.

(k) Comcast shall, at no charge to the Township, provide one (1) cable Drop, outlet, converter box (and other required end user equipment) and Standard level Cable Services (or equivalent) to all EG channel origination locations for purposes of monitoring the EG programming content transmitted over the Cable System.

(l) The Township and Comcast agree that capital costs incurred by Comcast related to the provision of the EG channels and EG support grants shall not be deemed “Franchise Fees” within the meaning of Section 622 of the Cable Act, 47 U.S.C. §542, but may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

7.3 EG GRANT

Comcast shall provide the Township with an EG Capital grant to be used for the production of EG programming. The Township shall ensure that the use of the EG Capital grant is consistent with federal law. The EG Capital grant shall include a Fixed EG Capital Grant and an Annual EG Capital Grant as follows:

(a) Fixed EG Capital Grant: On or before the first (1st) anniversary of the Effective Date, Comcast shall pay to the Township a Fixed EG Grant in the amount of Ten Thousand Dollars (\$10,000). On or before the fifth (5th) anniversary of the Effective Date, Comcast shall pay the Township a Fixed EG Grant of Five Thousand Dollars (\$5,000).

(b) Quarterly EG Capital Grant: In addition to the Fixed EG Grants, Comcast shall pay to the Township a Quarterly EG Grant in the amount of fifteen cents (\$.15) per Subscriber per month. The Quarterly EG Grant payments, along with a brief summary of the Subscriber information upon which they are based (subject to applicable privacy laws and regulations) shall be remitted to the Township within thirty (30) days after the end of each calendar quarter during the term of the Agreement.

(c) Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Borough. Comcast and the Borough agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8

ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto.

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

(c) If the violation has not been cured within the time allowed under Section 8.1(b) and, in the Township’s judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

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

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

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

8.3 REVOCAION

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

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

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

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

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

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

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

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

8.5 INSURANCE

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

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

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

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

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

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

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

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

8.6 INDEMNIFICATION

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

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

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

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

9.3 NOTICES

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

Haverford Township
1014 Darby Road
Havertown, PA 19083
Attention: Township Manager

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

Comcast Cable Communications Management, LLC
110 Springbrooke Blvd.
Aston, PA 19014
Attention: Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

And

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

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

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

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

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

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

assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

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

9.8 ENTIRE AGREEMENT

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

9.9 SEVERABILITY

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

9.10 NO WAIVER OF RIGHTS

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

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

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

9.13 THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2025 of the Township Board of Commissioners.

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

HAVERFORD TOWNSHIP

By: _____
Name: _____
Title: _____
Date: _____

COMCAST OF PENNSYLVANIA, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LOCATIONS FOR CABLE TELEVISION SERVICE

Brookline Fire Company
1315 Darby Road
Havertown, PA 19083

Manoa Fire Company
115 S. Eagle Road
Havertown, PA 19083

Llanerch Fire Company
107 West Chester Pike
Havertown, PA 19083

Bon Air Fire Company
541 Royal Avenue
Havertown, PA 19083

Oakmont Fire Company
23 W. Benedict Avenue
Havertown, PA 19083

Haverford Township Free Library
1601 Darby Road
Havertown, PA 19083

Haverford Township Building
1014 Darby Road
Havertown, PA 19083

Haverford Police Department
1010 Darby Road
Havertown, PA 19083

Haverford Township Public Works
1 Hilltop Road
Havertown, PA 19083

Haverford Skatium
1018 Darby Road
Havertown, PA 19083

Haverford Township Parks and Recreation
9000 Parkview Drive
Havertown, PA 19041

Haverford Township Parks Maintenance
Glendale Road
Havertown, PA 19083



Township of Haverford

Resolution No. 2445 - 2025

Resolution of the Township of Haverford Authorizing Execution of a Cable Franchise Agreement Between the Township and Comcast of Pennsylvania, LLC.

Whereas, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, Haverford Township (“Township”) is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Township’s jurisdiction; and

Whereas, Comcast currently holds a cable franchise previously granted by the Township dated May 21, 2007; and

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

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

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

Whereas, the Township has determined that the Cable Franchise Agreement (“Agreement”) negotiated by the parties and the process for consideration of the Agreement complies with all applicable federal, state and local laws and regulations; and

Whereas, the Township has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained in the agreement.

Now, therefore, be it resolved that the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, does hereby approve the Agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

Resolved this 10th day of February, 2025.

Township of Haverford

By: Judy Trombetta,
President Board of Commissioners

Attest: David R. Burman,
Township Manager/Secretary

Haverford Township - Board of Commissioners

Meeting: Monday, February 10, 2025

Time: 7:00 p.m.

Location: Commissioners Meeting Room -1014 Darby Rd., Havertown PA, 19083

Regular Meeting Minutes

Opening of Meeting

President Trombetta announced that an Executive Session was held prior to the meeting to discuss personnel and legal matters.

Roll Call

Eight Commissioners were present at roll call: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, and Trombetta. Commissioner Cavender was absent.

Also present were Township Manager David R. Burman, Township Solicitor John Walko, Esq., Assistant Township Manager Aimee M. Cuthbertson, CPA, Chief of Police John Viola, David Pennoni, Pennoni Associates, Director of Parks & Recreation Brian Barrett, and Director of Community Development Jaime Jilozian.

Pledge of Allegiance

Chief Viola led the Pledge of Allegiance.

Proclamations

Black History Month 2025

Commissioner McCloskey presented the Proclamation for Black History Month 2025.

Pennsylvania Teacher of the Year

Commissioner Holmes presented the Proclamation for Pennsylvania Teacher of the Year, Haverford High School's Leon Smith.

Citizens' Forum: 20 Minutes for Registered Speakers, 20 Minutes for Agenda Items

Tristan Grupp, 107 Llandaff Road, spoke on population growth.

Diane Drentlaw, 738 Rugby Road, voiced concern about 700 Haverford Road's plan for land development.

Bureau of Fire Update

Commissioner Gondek announced that there are two months of reports to give.

In December, Haverford Township's fire companies responded to 70 total incidents, including 55 within the township and 15 out-of-township mutual aid. The average personnel per call was 18. There were 974 personnel hours committed to incidents and 304 personnel hours committed to training. The township provided mutual aid to 5 working fires in Delaware County.

In January, Haverford Township's fire companies responded to 75 total incidents, including 49 within the township and 26 out-of-township mutual aid. The average personnel per call was 18. There were 985 personnel hours committed to incidents and 531 personnel hours committed to training. The township provided mutual aid to 7 working fires in Delaware County and 1 in Lower Merion Township. Commissioner Gondek also announced that the Annual Service Awards Ceremony was held the week

prior, highlighting the years of service contributed by its dedicated members.

Township Auditor Update

Township Auditor Ross Anderson reported that he has reviewed the warrants and expenditures, found no irregularities, and all his questions were answered to his satisfaction.

Township Manager's Update

Township Manager Burman thanked the Police Department and residents for the previous night's safe celebrations following the Super Bowl. He announced that there was one serious accident that occurred that night. He thanked Brookline, Manoa, and Oakmont fire companies for responding, as well as to Narberth Ambulance and the Police Department for the same. He also announced that there is a winter weather advisory in effect for Tuesday, February 11, at around noon. While the Township is prepared to treat the roads and sidewalks, he advised residents to stay off the roads if possible to allow the road crew space to work.

Approval of Minutes

Reorganization Meeting Minutes of January 6, 2025.

Commissioner Quinn moved to approve the Reorganization Meeting Minutes of January 6, 2025. Commissioner Hart seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Regular Meeting Minutes of January 13, 2025.

Commissioner Quinn moved to approve the Regular Meeting Minutes of January 13, 2025. Commissioner Hart seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Approval of Warrants

Commissioner Holmes moved to approve the following warrant #2-2025 totaling \$5,432,399.45:
General & Sewer Fund Payroll for Jan. 16, 2025, in the amount of \$908,967.42
General & Sewer Fund Payroll for Jan. 30, 2025, in the amount of \$827,802.11
General Fund disbursements in the amount of \$1,697,193.23
Sewer Fund disbursements in the amount of \$178,031.36
Community Development Block Grant Fund disbursement in the amount of \$213,332.25
Capital Projects Fund disbursement in the amount of \$1,309,131.51
American Rescue Plan Fund disbursement in the amount of \$280,405.74
Credit Card Statement ending Jan. 27, 2025, in the amount of \$17,535.83

Commissioner Gondek seconded the motion. Commissioner Holmes recommended the Board approve the warrant. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Appointments

Commissioner Gondek moved to table the appointment to the Human Relations Commission for a term to expire on December 31, 2027. Commissioner Quinn seconded the motion. All present Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Ordinances

Ordinance No. 3012-2025 – Pensions and Employee Benefits – 2nd Reading

Commissioner Holmes moved to adopt the second reading of Ordinance No. 3012-2025, “Pensions & Employee Benefits,” amending Ordinance 1960, adopted June 30, 1986, and known as the “General Laws of the Township of Haverford,” further amending Chapter 30, “Pensions & Employee Benefits.” Commissioner Gondek seconded the motion. Commissioner Holmes recommended the Board adopt the Ordinance. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Ordinance No. P2-2025 – Skatium Shop Lease Agreement – 1st Reading

Commissioner Gondek moved to adopt the first reading of Ordinance No. P2-2025, the Skatium Shop Lease Agreement. Commissioner Quinn seconded the motion. With no further comments, roll was called. All present Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Resolutions

Resolution No. 2440-2025 – PennDOT Landscaping Agreement

Commissioner Holmes moved to adopt Resolution No. 2440-2025, authorizing David R. Burman to enter into a Small Dollar Settlement Agreement with the Commonwealth of Pennsylvania. Commissioner Gondek seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Resolution No. 2441-2025 – Amended 2025 Fee Schedule

Commissioner McCloskey moved to adopt Resolution No. 2441-2025, adopting the amended Fee Schedule for 2025. Commissioner Gondek seconded the motion. With no further comments, roll was called. All present Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Resolution No. 2442-2025 – Subdivision & Land Development for 780 College Ave.

Commissioner McCloskey moved to adopt Resolution No. 2442-2025, approving a Preliminary/Final Subdivision and Land Development Plan for the Jewish Student Enrichment Center for lot consolidation and improvements, including constructing a building addition, parking area, and storm water management at 780 and 788 College Avenue, Haverford. Commissioner Gondek seconded the motion. Commissioner McCloskey clarified that there was a presentation at the February 3 Work Session regarding the plan. Commissioner Holmes asked if all of the waivers listed were going to be granted. Solicitor Walko explained the wording of the fifth waiver. With no further comments, roll was called. All present Commissioners voted Yes: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Resolution No. 2443-2025 – Subdivision and Land Development for 30 Ellis Rd.

President Trombetta announced that there was a correction made to the Resolution, changing a partial waiver to a full waiver. Commissioner McCloskey moved to adopt Resolution No. 2443-2025, approving a Subdivision Plan for Thomas and Joanne Storey for a four-lot consolidation at 30 Ellis Road, Havertown. Commissioner Quinn seconded the motion. Commissioner McCloskey clarified that there was a presentation at the February 3 Work Session regarding the plan. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Resolution No. 2444-2025 – 2024 Budget Transfers

Commissioner Holmes moved to adopt Resolution No. 2444-2025, authorizing transfers to be made between accounts of the 2024 Budget as set forth. Commissioner Gondek seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Stipulations & Agreements

Three Tax Assessment Appeals:

Commissioner McCloskey moved to approve Settlements and Stipulations of Counsel in the matter of three owner-initiated property tax assessment appeals for properties located at 893 Penn Street, 350 Ardmore Avenue and 6 E. Hillcrest Avenue. Commissioner Gondek seconded the motion. With no further comments, roll was called. Seven Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, McCollum, McCloskey, Trombetta. Commissioner Hart voted NO. The motion passed 7-1.

PECO Bryn Mawr Substation - Agreement in Lieu of Zoning, SALDO and Subdivision Application/ Approvals PECO Bryn Mawr Substation on Landover Road.

Commissioner McCloskey moved to approve the PECO Agreement in Lieu of Zoning, SALDO, and Subdivision Application/Approvals at the PECO Bryn Mawr Substation on Landover Road. Commissioner Gondek seconded the motion. Commissioner Holmes asked to be reminded of what SALDO means. Township Manager Burman answered that it stands for Subdivision and Land Development. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Contract Awards

Parks & Recreation:

Commissioner Hart moved to award a contract for the Polo Field Driveway Widening Project in the amount of \$15,300 to J&J Concrete & Paving Inc., having the lowest responsible bid. Commissioner Quinn seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Police Vehicles:

Commissioner Gondek moved to award a purchase order to Whitmoyer Auto Group in the amount of \$216,000.00 for four (4) 2024 Chevrolet Tahoe CK10706 4WD vehicles under the Pennsylvania COSTARS Cooperative Purchasing Program. Commissioner Quinn seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Public Works:

Commissioner McCollum moved to award a purchase order to Hondru Ford in the amount of \$128,524.00 for two (2) 2025 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box with 9 FT Plow Package under the Pennsylvania COSTARS Cooperative Purchasing Program. Commissioner Hart seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Commissioner McCollum moved to award a purchase order to Hondru Ford in the amount of \$64,262.00 for one (1) 2025 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box

with 9 FT Plow Package under the Pennsylvania COSTARS Contract Cooperative Purchasing Program. Commissioner Hart seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Commissioner McCollum moved to award a purchase order to Foley Inc. in the amount of \$22,975.00 for one (1) 2025 Tink Claw Leaf Attachment for the CAT938 Loader under the Pennsylvania COSTARS Cooperative Purchasing Program. Commissioner Hart seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Administration:

Commissioner Holmes moved to award a professional services contract to Gallagher Benefit Services, Inc. in the amount of \$13,200 for GASB 75 Retiree Health Plan Valuation for Fiscal Years ending December 31, 2024, and December 31, 2025. Commissioner Gondek seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Library:

Commissioner Forste-Grupp moved to approve a no-cost change order with Rycon Construction Inc., the General Contractor for the Haverford Township Free Library Renovation and Expansion Project. Commissioner Quinn seconded the motion. Commissioner Gondek clarified that this change order delays the deadline for about three weeks. Commissioner Forste-Grupp also clarified that this does not delay the reopening of the Library. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Commissioner Forste-Grupp moved to award a purchase order in the amount of \$67,661.78 to Applied Video Technologies, Inc., for network equipment at the Haverford Township Free Library Renovation and Expansion Project utilizing the Pennsylvania COSTARS Cooperative Purchasing Agreement. Commissioner McCloskey seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Commissioner Forste-Grupp moved to award a professional service contract in the amount of \$20,451.00 to Spidernet Technical Consulting for the IT services at the Haverford Township Free Library Renovation and Expansion Project. Commissioner Quinn seconded the motion. With no further comments, roll was called. All present Commissioners voted YES: Commissioners Gondek, Forste-Grupp, Holmes, Quinn, Hart, McCollum, McCloskey, Trombetta.

Continuation of Citizens' Forum for Non-Agenda Items

Dory Doughty, Rosewood Lane, commented on the Comprehensive Plan approval process.

Ms. Wagner, Rosewood Lane, also commented on the Comprehensive Plan approval process.

Mike Lee, Fairlamb Avenue, commented on how densely populated the Township is.

Liz Goldberg, 2424 Winfield Drive, inquired on the expected timeline for the Comprehensive Plan approval process.

Township Manager Burman explained that the redrafting process takes time to ensure it is a good draft that is circulated.

Commissioner Holmes stated that the Town Hall for the Fifth and Sixth Wards would most likely take place during the last week of February or the first week of March.

New Business

There was no new business.

Other Business

Commissioner Gondek congratulated the Philadelphia Eagles on their Super Bowl victory. He wishes everyone a safe parade on Friday and to be mindful of the weather.

Commissioner Forste-Grupp recited a quote from Martin Luther King, Jr. and said she felt blessed to be part of the Board of the Commissioners and to have wonderful public servants at Haverford Township. She also announced for no resident to hesitate to reach out to their local officials.

Commissioner Holmes also recited a quote from Martin Luther King, Jr. and spoke on the value of public service, highlighting the achievements of Mr. Leon Smith.

Commissioner Quinn congratulated the Philadelphia Eagles.

Commissioner Hart reminded everyone to pay their dues to the Fire Departments.

Commissioner McCollum reminded everyone that there would be no brush collection on Monday, February 17, due to Presidents' Day. He also announced the Haverford Township's Police Department will be hosting a "Cop Camp." He ended by wishing Commissioner Quinn a happy belated birthday.

Commissioner McCloskey noted the joy of celebrating the Eagles' win.

Commissioner Trombetta had nothing to add.

Adjourn



Township of Haverford

Ordinance No. P2 - 2025

An Ordinance of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, amending Ordinance 1960, adopted June 30, 1986, and known as the “General Laws of the Township of Haverford”, authorizing the lease of certain township grounds and property.

Now, therefore, it is hereby ordained and enacted that:

Section I: Pursuant to Section 707, paragraph A, of the Home Rule Charter, the Township hereby authorizes a renewal lease agreement with Hockeytown 19083 LLC, Havertown, PA for a portion of certain property located at 1018 Darby Road (the Skatium), Havertown, PA subject to review by the Township Solicitor and further subject to the approval of the Township Manager of the final document.

Section II: All Township elected and appointed officials are authorized to take all action necessary to ensure the implementation and effect the purpose hereof.

Section III: Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters herein are affected.

Section IV: This is effective ten (10) days following adoption by the Board of Commissioners and publication as required by law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Board of Commissioners of the Township of Haverford.

Adopted by the Township Board of Commissioners this 10th day of March 2025.

Township of Haverford

By: Judy Trombetta, President

Attest: David R. Burman, Township Manager/Secretary

LEASE FOR
RENTAL OF THE SKATIUM PRO SHOP
BETWEEN

TOWNSHIP OF HAVERFORD and HOCKEYTOWN 19083 LLC

THIS LEASE is made as of the 1st day of April 2025 between the Township of Haverford (referred to as "Landlord") with its principal place of business located at 1014 Darby Road, Havertown, PA 19083, and Hockeytown 19083, LLC, a Pennsylvania limited liability company with its principal place of business located at 7 Pennsylvania Avenue, Havertown, PA 19083 (collectively referred to as "Tenant"). In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. **Leased Premises.** The Leased Premises are those described as "The Skatium Pro Shop" located at the Skatium, 1018 Darby Road, Havertown, Pennsylvania 19083.
2. **Term.** The term of this lease shall be for a period of **TWENTY-FOUR (24)** months and shall commence on **April 1, 2025** and end on **March 31, 2027**. ("Lease Term")
3. **Rent.** The monthly rent amount for the leased premises is **EIGHT HUNDRED TWENTY-FIVE** Dollars (\$825.00) per month to commence on April 1, 2025 thru March 31, 2026 and increase to **EIGHT HUNDRED FIFTY** Dollars (\$850.00) per month to commence on April 1, 2026 thru March 31, 2027. There will be a 10% late fee assessed against the tenant if the rent is not delivered to the landlord by the 5th of the month.
4. **Security Deposit.** The Tenant shall not be required to make a security deposit to Landlord.
5. **Occupancy and Use.** The Leased Premises shall be solely occupied by Tenant and used as a pro shop providing skating and hockey equipment and services to the users of The Skatium **AS WELL AS THE GENERAL PUBLIC**. Unless otherwise approved by the Skatium Operations Manager, the pro shop must be open and operational during the following events: (i) all family and/or public skating sessions; and (ii) high school or college hockey games. Tenant shall be permitted to open pro shop at any other time during which the Skatium is open to the public and Skatium personnel are working.
6. **Renewal Notice.** Ninety (90) days prior to the end of this Lease, Landlord will either express its desire to not renew the lease or propose terms for an additional two-year period extension. Should tenant not wish to enter into renewal discussions, a written notification of that fact delivered to the Township Manager is required at least ninety (90) days prior to the end of this Lease.
7. **Repairs.** Tenant must take good care of the Leased premises and of all the equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by, or as a result of, any acts or neglect of Tenant, its invitees, and its guests.

Landlord shall be responsible for any repair to the electrical and heating systems resulting from ordinary wear and tear or old age, and to the roof, the supporting walls, and the foundation, floors and plumbing systems, that are the result of ordinary wear and tear or old age. Tenant shall be responsible for all other repairs required to the interior of the pro shop.

8. **Alterations.** Tenant must have Landlord's written consent before making any alterations, improvements, or installations to the Leased premises. Landlord's written consent for approval of any alterations, improvements, or installations to the Leased premises shall include written approval from the following entities: (i) the Skatium Operations Manager; (ii) the Haverford Township Manager and/or Assistant Township Manager; and (iii) the Haverford Township Code Enforcement Department. The parties must decide, in writing, whether the alteration, installation, or improvement shall be surrendered as part of the premises at the end of the lease or belong to the Tenant. In absence of such writing it shall be assumed that the alteration, installation, or improvement shall be surrendered as part of the premises when the Lease comes to term.
9. **Maintenance.** The Tenant shall maintain the Leased premises in a clean and sanitary condition at all times. At the end of the term, Tenant shall leave the Leased premises in the condition it was received, with the exception of ordinary wear and tear.
10. **Assignment/Subletting.** Tenant may not assign or sublet the Leased Premises without the written consent of the Landlord.
11. **Utilities.** Tenant is responsible for the payment of all **TELECOMMUNICATIONS SERVICES**. Utilities including gas, electric, and water **ARE INCLUDED IN THE MONTHLY RENT PAYMENT.**
12. **Real Estate Taxes.** All property taxes assessed or imposed upon the Leased premises and/or the building of which the Leased premises is a part, during the term of this lease, shall be the responsibility of the Landlord. To the extent any reassessment or determination by the Delaware County Board of Assessment triggers any change in the taxability or assessed value of the Property and the imposition of any additional taxes based thereon, it is expressly understood that Tenant shall be solely responsible for such impact of real estate taxes.
13. **Landlord's right to re-enter.** The Landlord may, at reasonable times, enter the Leased Premises to inspect it, or make repairs or alterations, and to show to potential buyers, lenders, or tenants. However, the Landlord must get approval from the Tenant to enter the premises if such entry would interfere with the Tenant's use of the Leased Premises.
14. **Pets.** Tenant may not keep or bring pets into the Leased Premises. This restriction does not apply to service pets accompanying disabled customer/business invitee of the Tenant.
15. **Laws and Regulations.** Tenant must comply with all laws, regulations, ordinances that are effective during the term of the lease, pertaining to the use of the Leased premises. All violations on the Leased Premises pre-dating this agreement shall be the sole responsibility of the Landlord.

If the Tenant's activities increase the Landlord's insurance premium, Landlord must give notice of such an increase in writing to the Tenant, and Tenant shall in five (5) days, either cease such activities or pay the Landlord for the increase.

16. **Default/Abandonment.**

- a. If the Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written right to cure such default. If the Tenant fails to cure such default within sixty (60) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises, and remove the Tenant, all other occupants, and their possessions.
- b. If Tenant abandons or vacates the Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at its option, relet the Premises. Landlord shall have a duty to mitigate its damages. If the Landlord is unable to relet the Leased Premises for as much rent as would have been paid by the Tenant, during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after the abandonment without liability and apply the proceeds to reduce such difference.

17. **Liability of Landlord and Tenant.** The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's agents, employees, invitees, and licensees. Landlord and its insurance carriers expressly reserve the right to subrogate against Tenant and its agents, employees, contractors, subcontractors, invitees and licensees for any and all acts or neglect.

18. **Insurance and Indemnity.** Tenant shall carry, during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death; and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than \$1,000,000 per occurrence, and fire insurance in an amount not less than \$500,000 for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Leased Premises or the occupancy or use by Tenant for the Leased premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

19. **Notices.** All notices, rent payments, request, and other communications under this Lease shall be in writing and shall be sent by first class mail, hand delivery, or as required by law, addressed as follows:

If intended for Landlord:

David Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083

If intended for Tenant:

Jack Beck, Owner
Hockeytown 19083 LLC
7 Pennsylvania Avenue
Havertown, PA 19083

20. **Modification.** This Lease may be modified by a written agreement signed by all parties.
21. **Counterparts.** This Lease may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.
22. **Whole Agreement.** All understandings and agreements heretofore had between the parties hereto, whether oral or written, are merged into this Lease, which alone fully and completely expresses their agreement.
23. **Severability.** If any provision of this Lease shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.
24. **Governing Law.** This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the Court of Common Pleas of the County of Delaware, Pennsylvania.

IN WITNES WHEREOF, and intending to be legally bound hereby, the parties hereto have executed the Lease on the day and year first above written.

For Landlord, Haverford Township:

David R. Burman
Township Manager/Secretary

Judy Trombetta, President
Board of Commissioners

For Tenant, Hockeytown 19083, LLC:

Jack Beck



TOWNSHIP OF
HAVERFORD

DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

LARRY HOLMES, ESQ, PRESIDENT
JUDY TROMBETTA, VICE PRESIDENT
DAVID R. BURMAN, TWP MANAGER/SECRETARY
AIMEE CUTHBERTSON, ASS'T TWP. MANAGER
JOHN F. WALKO ESQ., SOLICITOR
PENNONI ASSOCIATES INC., ENGINEER

WARD COMMISSIONERS
1ST WARD BRIAN D. GONDEK, ESQ
2ND WARD SHERYL FORSTE-GRUPP, PH.D
3RD WARD KEVIN MCCLOSKEY, ESQ
4TH WARD JUDY TROMBETTA
5TH WARD LAURA CAVENDER
6TH WARD LARRY HOLMES, ESQ
7TH WARD CONOR QUINN
8TH WARD GERARD T. HART, MD
9TH WARD MICHAEL MCCOLLUM

Manager 610-446-1000 ext. 2208
Human Resources 610-446-1000 ext. 2233

HAVT 13232

December 31, 2024

David R. Burman, Township Manager
Haverford Township
1014 Darby Road
Havertown, PA 19083-2251

**RE: Emergency Repairs Sanitary and Storm Sewers
Contract No. S-24 (2024)**

Dear Mr. Burman:

Attached herewith is a tabulation of the bids received on Thursday, December 4, 2024, at 10:00 p.m. for the above referenced contract. The low bidder was Eagle Contracting Inc. of Downingtown, Pa in the amount of \$783,737.50. However, based on the information submitted, Eagle Contracting Inc. does not meet the requirements of the Township's responsible contractor ordinance.

The second bidder was N. Abbonizio Contractors, Inc. of Conshohocken, Pa in the amount of \$947,900.00. N. Abbonizio Contractors, Inc. does comply with the requirements of the Township's responsible contractor ordinance.

Please note that N. Abbonizio Contractors, Inc. has also held this contract at several times in the past. During that time, it is our understanding that N. Abbonizio was responsive to the Township's requests and fulfilled the obligations of the contract.

We recommend the Township award the contract to N. Abbonizio Contractors, Inc. in the amount of \$947,900.00 contingent upon execution of the contract and supply of the required bonds and insurance.

Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
PENNONI

David Pennoni, PE
Township Engineer

CF/rg

cc: Aimee Cuthbertson, Assistant Township Manager

P:\Projects\HAVT\13232 - EMERGENCY CONTRACT\2024 CONTRACT\DOCS\Bid Tab Ltr (HAVT13232).docx

The Township of Haverford
 Tabulation of Bids Received Until 10:00 AM
 Prevailing Time on December 4, 2024

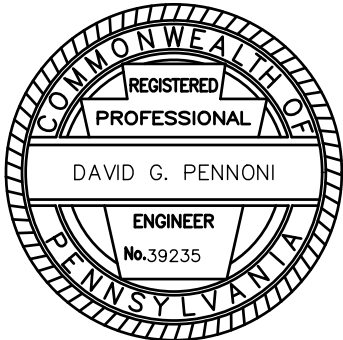
CONTRACT NO. S-24 (2024)
EMERGENCY REPAIRS
SANITARY AND STORM SEWERS

Eagle Contracting Inc.
1150 Boot Road
Downingtown, PA 19335

N. Abbonizio Contractors, Inc.
1250 Conshohocken Road,
Conshohocken, PA 19462

MOR Construction Services, Inc.
139 Schoolhouse Lane
Glen Mills, PA 19342

ITEM NO.	ESTIMATED QUANTITY/UNIT		DESCRIPTION	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
24-1	5	E.A.	Type I Emergency Mobilization	\$10,950.00	\$	54,750.00	\$13,000.00	\$	65,000.00	\$3,000.00	\$	15,000.00			
24-2	2	E.A.	Traffic Control - State Highway	\$7,500.00	\$	15,000.00	\$4,800.00	\$	9,600.00	\$1,800.00	\$	3,600.00			
24-3	5	E.A.	Traffic Control - Township Roads	\$3,500.00	\$	17,500.00	\$3,900.00	\$	19,500.00	\$1,800.00	\$	9,000.00			
24-4	20	Days	By-Pass Pumping	\$3,250.00	\$	65,000.00	\$2,000.00	\$	40,000.00	\$8,500.00	\$	170,000.00			
24-5	350	L.F.	Replacement of 8-inch D.I. Sewer; 0-12' Deep within Township or State Roads	\$475.00	\$	166,250.00	\$575.00	\$	201,250.00	\$750.00	\$	262,500.00			
24-6	75	L.F.	Replacement of 12-inch D.I. Sewer; 0-12' Deep within Township or State Roads	\$500.00	\$	37,500.00	\$675.00	\$	50,625.00	\$1,000.00	\$	75,000.00			
24-7	50	L.F.	Replacement of 18-inch D.I. Sewer; 0-12' Deep within Township or State Roads	\$585.00	\$	29,250.00	\$875.00	\$	43,750.00	\$1,200.00	\$	60,000.00			
24-8	100	L.F.	Lateral Replacement, Any Size, All Depths Within Township or State Roads	\$395.00	\$	39,500.00	\$575.00	\$	57,500.00	\$600.00	\$	60,000.00			
24-9	300	L.F.	Replacement of 8-inch D.I. Sewer; 0-12' Deep within Rights-of-Way	\$300.00	\$	90,000.00	\$525.00	\$	157,500.00	\$700.00	\$	210,000.00			
24-10	75	L.F.	Replacement of 12-inch D.I. Sewer; 0-12' Deep within Rights-of-Way	\$600.00	\$	45,000.00	\$625.00	\$	46,875.00	\$750.00	\$	56,250.00			
24-11	50	L.F.	Replacement of 18-inch D.I. Sewer; 0-12' Deep within Rights-of-Way	\$750.00	\$	37,500.00	\$825.00	\$	41,250.00	\$750.00	\$	37,500.00			
24-12	50	L.F.	Lateral Replacement, Any Size, All Depths Within Rights-of-Way	\$395.00	\$	19,750.00	\$525.00	\$	26,250.00	\$650.00	\$	32,500.00			
24-13	8	V.F./L.F.	Additional Excavation/Backfill Beyond 12-Foot Depth in Township or State Roads	\$250.00	\$	2,000.00	\$350.00	\$	2,800.00	\$400.00	\$	3,200.00			
24-14	8	V.F./L.F.	Additional Excavation/Backfill Beyond 12-Foot Depth in Rights-of-Way	\$175.00	\$	1,400.00	\$250.00	\$	2,000.00	\$400.00	\$	3,200.00			
24-15	30	C.Y.	Rock Excavation	\$350.00	\$	10,500.00	\$250.00	\$	7,500.00	\$500.00	\$	15,000.00			
24-16	25	V.F.	4-Foot Diameter Manholes	\$1,050.00	\$	26,250.00	\$1,350.00	\$	33,750.00	\$3,000.00	\$	75,000.00			
24-17	30	L.F.	8-inch Concrete Encasement	\$195.00	\$	5,850.00	\$250.00	\$	7,500.00	\$200.00	\$	6,000.00			
24-18	30	C.Y.	Plain Cement Concrete	\$175.00	\$	5,250.00	\$650.00	\$	19,500.00	\$450.00	\$	13,500.00			
24-19	125	L.F.	Concrete Curb	\$75.00	\$	9,375.00	\$125.00	\$	15,625.00	\$150.00	\$	18,750.00			
24-20	175	S.F.	4-inch Thick Concrete Sidewalk	\$28.50	\$	4,987.50	\$35.00	\$	6,125.00	\$50.00	\$	8,750.00			
24-21	150	S.F.	6-inch Thick Concrete Aprons	\$77.50	\$	11,625.00	\$55.00	\$	8,250.00	\$40.00	\$	6,000.00			
24-22	350	S.Y.	10-inch Thick Bituminous Trench Restoration	\$155.00	\$	54,250.00	\$135.00	\$	47,250.00	\$85.00	\$	29,750.00			
24-23	50	S.Y.	State Highway Restoration	\$245.00	\$	12,250.00	\$250.00	\$	12,500.00	\$110.00	\$	5,500.00			
24-24	50	S.Y.	3 1/2-inch Bituminous Driveway Restoration	\$115.00	\$	5,750.00	\$125.00	\$	6,250.00	\$75.00	\$	3,750.00			
24-25	350	L.F.	Right-of-Way Restoration	\$35.00	\$	12,250.00	\$35.00	\$	12,250.00	\$10.00	\$	3,500.00			
24-26	100	S.Y.	Furnishing and Installation of Sod	\$50.00	\$	5,000.00	\$75.00	\$	7,500.00	\$8.00	\$	800.00			
TOTAL BID				\$783,737.50		\$947,900.00		\$1,184,050.00							
Bid Security				Yes		Yes		Yes							



We Declare this to be a true Tabulation of Bids
 Received on December 4, 2024 by the Township of Haverford
 for Contract No. S-24 (2024) Emergency Repairs Sanitary and Storm Sewers

PENNONI ASSOCIATES INC.
David Pennoni
 David Pennoni, P.E., PENNA.REG.NO. 039235-E

February 25, 2025

Dave Burman- Township Manager
Haverford Township
1014 Darby Rd.
Haverford, PA 19083

RE: Haverford Township Free Library Renovation & Addition Project
1 Mill Road Parking Lot – Sitework Construction Costs

Mr. Burman,

In coordination with the Township and the Township's Civil Engineer (Pennoni), a detailed scope of work was designed, and construction documents were issued for the new parking lot at 1 Mill Road across the street from the Library. The General Contractor, Rycon, provided initial preliminary pricing for 1 Mill Road off of sketches provided by Pennoni this past fall. This initial pricing was approved by the Board of Commissioners at the December 2024 meeting for \$176,000.

Now having received the final construction documents, Rycon revised their initial pricing from \$176,000 up to almost \$300,000. There were a number of changes in the final set of plans as compared to the sketches they priced this past fall that caused the pricing to go up. This pricing seemed to be inflated in our opinion, so we procured a separate price from a Costars Sitework Contractor, Premier Concrete, Inc. Premier provided a price of \$248,850 to perform the same work which is more in line with what was to be expected.

Attached please find Premier's proposal to construct the new parking lot at 1 Mill Road. As mentioned above, \$176,000 was previously approved at the December 2024 board meeting, and will be credited back to the Township in a change order recommendation letter submitted separately for the March meeting. We recommend the Township approve moving forward with Premier in the amount of **\$248,850.00 (Two hundred forty-eight thousand eight hundred fifty dollars and zero cents)**. Please note that the cost difference from the previously approved in the amount of \$72,850 will come out of project contingency. Currently the project contingency balance is at \$60,021 including this cost, all change orders to date, and all known potential change orders to finish the project.

Please let us know if you have any questions or comments.

Sincerely,

Kenneth C. Matthews

Kenneth C. Matthews
C.B. Development Services, Inc.

CC: Aimee Cuthbertson, Donna Reeves

February 25, 2025

Dave Burman- Township Manager
Haverford Township
1014 Darby Rd.
Haverford, PA 19083

RE: Haverford Township Free Library Renovation & Addition Project- Construction Change Orders

Mr. Burman,

Below is a summary of change orders we have reviewed and are recommending for approval by the Board of Commissioners. There is an explanation of each change as well as the detailed back-up for the costs.

For **Rycon Construction** contract these change order requests total a credit of **(\$176,000.00) (One hundred seventy-six thousand dollars & zero cents)** and will be part of a change order to their contract.

For **AJM Electric (Electrical)** contract these change order requests total an add of **\$165,915.10 (One hundred sixty-five thousand nine hundred fifteen dollars & ten cents)** and will be part of a change order to their contract.

The remaining project contingency is currently at \$60,021.00.

Please let us know if you have any questions or comments.

Sincerely,

Kenneth C. Matthews

Kenneth C. Matthews
C.B. Development Services, Inc.

CC: Aimee Cuthbertson, Donna Reeves

Rycon Construction Change Request for a credit of (\$176,000.00).

The cost included is a credit for the previously approved not to exceed in December 2024 for Rycon to construct the new parking lot at 1 Mill Road. The parking lot will now be constructed via a Costars Sitework Contractor. The cost submitted and attached for reference is fair and reasonable.

AJM Construction Change Request #14 for an add of \$2,440.10.

The cost included is for additional lighting controllers needed for the lighting zones requested in review with the Library and design team. The drawings showed the number of controllers included in the contract however after a final review there were an additional seven controllers needed for the proper operation of the system. The cost submitted and attached for reference is fair and reasonable.

AJM Construction Change Request #15 for an add of \$68,000.00.

The cost included is for AJM to furnish and install the electrical vehicle car chargers and light pole fixtures for 1 Mill Road. These two items were not included in the previously approved electrical change order for 1 Mill Rd. The cost submitted and attached for reference is fair and reasonable.

AJM Construction Change Request #16 for an add of \$105,949.00.

The cost included is for Exact Solar, AJM's subcontractor, to design and build a solar array on top of the newly construction flat roof of the second-floor addition. This falls within the project budgeted line item for solar panels. The cost submitted and attached for reference is fair and reasonable.

AJM Construction Change Request #17 for a credit of (\$10,474.00).

The cost is for a credit back to the owner for not having to supply the network patch cords included in the project. The Library's IT Consultant (Spidernet) will be setting up the network and will be providing the patch cords needed. A cost from Spidernet will be forthcoming to provide the patch cords. The cost submitted and attached for reference is fair and reasonable.

January 29, 2025

Dave Burman- Township Manager
Haverford Township
1014 Darby Rd.
Haverford, PA 19083

RE: Haverford Township Free Library Renovation & Addition Project- Prime Contractors Substantial Completion

Mr. Burman,

In coordination and discussions with the Library, Township, Township Solicitor and the four Prime Contractors; it is recommended that the Board of Commissioners approve a zero-cost time extension from the originally agreed upon substantial completion date of March 7, 2025 to March 28, 2025. Specific language is currently being drafted by the Township Solicitor to all Prime Contractors which will be executed via an AIA Change Order as per each Prime Contractor's contract. Overall, this time extension does not impact the projected Spring opening date of the Library.

Please let us know if you have any questions or comments.

Sincerely,

Kenneth C. Matthews

Kenneth C. Matthews
C.B. Development Services, Inc.

CC: Aimee Cuthbertson, Sukrit Goswami

February 27, 2025

Dave Burman- Township Manager
Haverford Township
1014 Darby Rd.
Haverford, PA 19083

RE: Haverford Township Skatium Renovation Project- Construction Change Orders

Mr. Burman,

Below is a summary of change orders we have reviewed and are recommending for approval by the Board of Commissioners. There is an explanation of each change as well as the detailed back-up for the costs.

For **S.B Conrad** contract these change order requests total an add of **\$13,295.00 (Thirteen thousand two hundred ninety-five dollars & zero cents)** and will be part of a change order to their contract.

Please let us know if you have any questions or comments.

Sincerely,

Kenneth C. Matthews

Kenneth C. Matthews
C.B. Development Services, Inc.

CC: Aimee Cuthbertson

S.B. Conrad Change Request #01 for an add of \$13,295.00.

The cost is for additional flooring in locker room 101 that was not shown on the bid documents but is required. The cost submitted and attached for reference is fair and reasonable.



TOWNSHIP OF
HAVERFORD
DELAWARE COUNTY
1014 DARBY ROAD
HAVERTOWN, PA 19083-2551
(610) 446-1000

Memorandum

To: David R. Burman, Township Manager
From: John Viola, Chief of Police
Subject: Agenda item Request - Purchase of Holsters
Date: February 18, 2025

The Haverford Township Police Department seeks authorization to purchase seventy-five (75) duty holster systems. The purchase will be through Alien Gear Holsters, also known as Tedder Industries, 4411 W. Riverbend Avenue, Post Falls, ID 83854. Alien Gear Holsters is the sole source manufacturer of Rapid Force Duty Holsters. A verification letter is attached.

The total purchase amount of \$18,576.25 will be funded from the 2025 Capital Projects Fund adopted on December 9, 2024.



January 10th, 2025

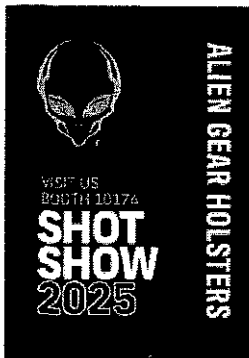
To:
Haverford Township Police Department
1010 Darby Rd., Havertown, PA 19083

This letter serves as formal notification that Alien Gear Holsters, aka Tedder Industries, is the sole source manufacturer of Rapid Force Duty Holsters and will act as your sole source provider for your order.

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

Best Regards.

Joe



JOE LIENEMANN

L.E. Sales Director U.S. & Canada

P [208-618-8300](tel:208-618-8300) | D [913-426-1991](tel:913-426-1991)

A [4411 W Riverbend Avenue, Post Falls, ID 83854](https://www.aliengearholsters.com)

W [aliengearholsters.com](https://www.aliengearholsters.com)



IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.



Quote

01/09/2025



#QUO7507

Remit Payment to:
 Tedder Industries LLC
 4411 W. Riverbend Ave
 Post Falls ID 83854
 United States

Haverford Township Police Department
 1010 Darby Road
 Havertown PA 19083
 United States
slane@havpd.org
 (610) 853-1298

Sales Rep	Quote Expires	Shipping Method	Terms
DTM Group	02/09/2025	FedEx Ground®	Net 30

Line	Product	Item	Description	Quantity	UOM	MSRP	Discount	Unit Price	Amount
1	R3-M-0691-BK- RH-CL-A0-B	1938588535 43	Rapid Force Level 3 Duty Holster - Mid Ride Belt Slide - Sig P320 Full Size 9mm/.40 cal/ M17/XFull, Sig P320 Compact/ Carry 9 mm/.40 cal/M18/XCarry - Matte Black - Right Hand - Compact Light - No Axon - Bag Packaging	67	EA	\$189.99	\$28.50	\$161.49	\$10,819.83
2	R3-M-0691-BK- LH-CL-A0-B	1938588534 51	Rapid Force Level 3 Duty Holster - Mid Ride Belt Slide - Sig P320 Full Size 9mm/.40 cal/ M17/XFull, Sig P320 Compact/ Carry 9 mm/.40 cal/M18/XCarry - Matte Black - Left Hand - Compact Light - No Axon - Bag Packaging	8	EA	\$189.99	\$28.50	\$161.49	\$1,291.92
3	RBS-L-BK-B	1938588468 42	Rapid Force Belt Slide Expansion - Low Ride - Black - Bag Packaging	75	EA	\$29.88	\$4.48	\$25.40	\$1,905.00
4	RFPT-QD-BK-B	1938588459 68	Rapid Force - Quick Disconnect System - Black - Bag Packaging	150	EA	\$35.00	\$5.25	\$29.75	\$4,462.50



Quote

01/09/2025

#QUO7507

**RAPID
FORCE**
DUTY HOLSTER

Subtotal	\$18,479.25
Tax	\$0.00
Est. Freight	\$97.00
Total USD	\$18,576.25

Total Saved \$3,261.00