



# BOROUGH OF NORTH WALES

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300 School Street, North Wales, PA 19454

Phone: 215-699-4424 • Fax: 215-699-3991

<http://northwalesborough.org>

## COUNCIL MEETING Tuesday, May 13, 2025 – 7:00 P.M.

Salvatore Amato  
Sherwin Collins  
Anji Fazio  
Alexander Groce  
Brittany Kohler

Wendy McClure  
Sally Neiderhiser  
Mark Tarlecki  
Sarah Whelan  
Neil McDevitt, Mayor

**Call to Order, Date and Time**  
**Roll Call**  
**Pledge of Allegiance**

**1. Public Comment**

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**2. Consideration: Approval of Verizon Franchise Agreement**

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**3. Discussion: Bird Town Designation**

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**4. Consideration: Resolution Recognizing Emergency Medical Services Week**

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**5. Consideration: Approval of Minutes: April 22<sup>nd</sup>, 2025**

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**6. Old Business / Committee & Board Reports / Zoning Applications / Parking Lot**

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**7. Solicitor / Mayor / Council / Chief / Public Works / Manager**

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**Adjournment**

All interested parties may participate on the date and time noted above and when called upon by the Council President. The public may also submit questions or comments prior to the meeting by e-mail to [info@northwalesborough.org](mailto:info@northwalesborough.org); these must be received no later than 12 Noon on the day of the meeting. Persons with disabilities who wish to attend the meeting and require auxiliary aid, service, or other accommodation to participate in the meeting should contact North Wales Borough at 215-699-4424 or by e-mail to [info@northwalesborough.org](mailto:info@northwalesborough.org).

**Mayor's Office Hours:**

2<sup>nd</sup> Tuesdays 5:00 P.M. - 7:00 P.M.

**Monthly Meetings Information:**

<b>HARB</b>	3 <sup>rd</sup> Wednesday of Month
<b>Historic Commission</b>	4 <sup>th</sup> Thursday of Month
<b>Human Relations Commission</b>	3 <sup>rd</sup> Thursday of Month
<b>Park &amp; Recreation Board</b>	2 <sup>nd</sup> Thursday of Month
<b>Planning Commission</b>	1 <sup>st</sup> Wednesday of Month
<b>Shade Tree Commission</b>	2 <sup>nd</sup> Thursday of Month
<b>Zoning Hearing Board</b>	1 <sup>st</sup> Tuesday of Month, as needed
<b>Nor-Gwyn Pool Commission</b>	4 <sup>th</sup> Tuesday of Month

All the above meetings begin at 7 P.M. at Borough Hall, unless noted otherwise.

<b>North Wales Water Authority</b>	3 <sup>rd</sup> Wednesday of Month 5:00 P.M., 200 W. Walnut Street
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Please note: The meeting is being digitally recorded.

**CABLE FRANCHISE RENEWAL AGREEMENT**

**BETWEEN**

**BOROUGH OF NORTH WALES**

**AND**

**VERIZON PENNSYLVANIA LLC**

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on \_\_\_\_\_ (the “Effective Date” as set forth in Section 2.3) by and between the BOROUGH OF NORTH WALES, Montgomery County, Pennsylvania, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Local Franchising Authority” or “LFA” or “Borough”) and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

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

WHEREAS, LFA granted to Franchisee, effective as of September 27, 2006, a nonexclusive initial franchise to install, maintain, extend, and operate a Cable System in the Borough for a term of twelve (12) years (the “Initial Franchise”);

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

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

WHEREAS, LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and state law, Franchisee submitted to LFA a proposal to renew the Initial Franchise to operate the Cable System in the Borough;

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

WHEREAS, LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest and applicable law; and

WHEREAS, LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

## **1. DEFINITIONS**

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

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

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

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

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

1.5 *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6 *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). Franchisee's Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Borough and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

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

1.9 *Complaint*: Any written communication by a Subscriber expressing dissatisfaction about any aspect of Franchisee's Cable System or Franchisee's Cable Service operations in the Borough.

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

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

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

1.13 *EG*: Educational or Governmental.

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

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

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

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

1.18 *Government Access Channel*: An Access Channel available for the use of LFA for Governmental purposes.

1.19 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is received by Franchisee and its Affiliates from the operation of the Cable System to provide Cable Service in the Borough, including:

- (1) fees charged to Subscribers for Basic Service;

- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium services, e.g. HBO, Cinemax, or Showtime;
- (4) fees charged to Subscribers for any optional, per-channel, or per-program Cable Services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
- (7) fees for changing any level of Cable Service programming;
- (8) fees for service calls;
- (9) fees for leasing of Channels;
- (10) rental of customer equipment, including converters and remote control devices;
- (11) fees for digital video recorders;
- (12) advertising revenues, on a pro rata basis, as set forth herein;
- (13) revenue from the sale or rental of Subscriber lists;
- (14) revenues or commissions received from the carriage of home shopping channels, on a pro rata basis, subject to Subsection 1.19.5 below;
- (15) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (16) revenue from the sales of program guides;
- (17) late payment fees;
- (18) NSF check charges;
- (19) franchise fees for the provision of Cable Service over the Cable System in the Borough;
- (20) fees for video on demand; and
- (21) forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Subsection 1.19.9 below.

For the avoidance of doubt, advertising revenues shall include the amount of Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.19(12) and 1.19(14) above, is based upon the ratio of the number of Subscribers in LFA as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. Franchisee has 100 Subscribers in LFA, 500 Subscribers in Pennsylvania, and 1,000 Subscribers nationwide. Gross Revenue as to LFA from Ad "A" is ten percent (10%) of Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is twenty percent (20%) of Franchisee's revenue therefrom.

Gross Revenue shall not include:

1.19.1 Revenues received from Franchisee by any Affiliate or Person other than Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System in the Borough.

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

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

1.19.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communications that is not Cable Services; and any other revenues attributed to Non-Cable Services in accordance with applicable federal and state laws or regulations;

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

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

1.19.7 The imputed value of the provision of Cable Services to customers on a complimentary basis including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

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

1.19.9 Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person including, without limitation, employees of Franchisee and public institutions or other institutions designated in this Franchise; provided, however, that such forgone revenue that

Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

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

1.19.11 Program launch fees;

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

1.19.13 Any fees or charges collected from Subscribers or other third parties for any Grant required by this Agreement.

1.20 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

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

1.22 *Local Cable Ordinance*: Shall be defined herein as all prior or subsequent ordinances enacted by the Borough of North Wales related to Cable Services.

1.23 *Local Franchising Authority or LFA*: The Borough of North Wales or the lawful successor, transferee, or assignee thereof.

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

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

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

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

1.28 *Service Area:* All portions of the Borough where Cable Service is being offered.

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

1.30 *Subscriber:* A Person who lawfully receives Cable Service distributed by the Cable System with Franchisee's express permission.

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

1.32 *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

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

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

1.35 *Transfer of the Franchise:*

1.35.1 Any transaction in which:

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

1.35.1.2 at least thirty-five (35%) of the equitable ownership of Franchisee is transferred or assigned to another Person or group of Persons; or

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

1.35.2 Notwithstanding Subsection 1.35.1, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in this Franchise or the rights held by Franchisee under this Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action that is the result of a merger of the parent of Franchisee; or any action that is the result of a merger of another Affiliate of Franchisee.

1.36 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.37 *Video Service Provider or VSP:* Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities, or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet protocol based services within the territorial boundaries of LFA.

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

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, LFA hereby grants Franchisee the right to own, construct, operate and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Borough. No privilege or power of eminent domain is bestowed or waived by this grant; nor is such a privilege or power bestowed or waived by this Agreement.

2.2 *LFA's Regulatory Authority:* As provided in Section 621 of the Communications Act, 47 U.S.C. § 541, LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority LFA may have under federal, state and local law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on \_\_\_\_\_ (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until \_\_\_\_\_, unless the Franchise is earlier terminated by Franchisee pursuant to Section 2.4 or 2.5 hereof or is revoked by LFA as provided herein.

2.4 *Termination Generally:* If, at any time during the term of this Franchise, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Service Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate this Franchise upon twelve (12) months' written notice to LFA.

### ***2.5 Modification/Termination Based on VSP Requirements:***

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that LFA has required from or imposed upon a VSP, or if LFA enters into any franchise, agreement, license, or grant of authorization with a VSP to provide Video Programming services to residential subscribers in LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and LFA shall, within sixty (60) days of LFA's receipt of Franchisee's written notice, commence

negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSP(s).

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

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

(a) commencing franchise renewal proceedings in accordance with Section 626 of the Communications Act, 47 U.S.C. § 546, with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

(b) terminating this Franchise within two (2) years from notice to LFA;

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

(d) submitting the matter to mediation by a mutually acceptable mediator.

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

2.7 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Agreement is subject to and shall be governed by all applicable provisions of federal law and state law to the extent not in conflict with federal law.

2.8 *No Waiver:*

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

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

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives. The parties agree that this Agreement contains all terms and conditions applicable to this Agreement. In the event of a conflict between the Local Cable Ordinance and this Agreement, this Agreement shall prevail. Local Cable Ordinance provisions not addressed by this Agreement do not apply to this Agreement.

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

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement, making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Borough, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on Franchisee of the material alteration. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to this Agreement, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Agreement shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of LFA. If LFA exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Borough, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of LFA's exercise of its police power rights on Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of LFA's exercise of its police power rights, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

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

conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

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

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

3.1.1 Subject to Section 3.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

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

3.3 *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, within a reasonable period of time following the Effective Date of this Agreement, Franchisee may provide written notice to LFA regarding the manner and process by

which Franchisee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under this Agreement. Subject to Section 3.1, if requested in writing by LFA and within sixty (60) days following such request, Franchisee shall provide, without charge within the Service Area, one (1) service outlet activated for Basic Service to each municipal facility, fire station, public school, police station, public library, and other public buildings as are designated by LFA and set forth in Exhibit A. Franchisee may charge for such Basic Service in accordance with applicable law, which as of the Effective Date of this Agreement is Franchisee's marginal cost of providing such service.

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

4.1 *Technical Requirements:* Franchisee shall operate, maintain, construct, and extend the Cable System so as to provide high quality signals and reliable delivery of one-way and two-way Cable Services for all cable programming services throughout LFA. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations, as determined by a final order of a court of competent jurisdiction.

4.2 *System Characteristics:* Franchisee's Cable System, which utilizes portions of the FTTP Network, shall meet or exceed the following requirements:

4.2.1 The System shall be designed constructed, and maintained with a digital carrier passband between 57 and 861 MHz.

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

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

4.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the System.

#### **5. EG SERVICES**

5.1 *EG Set Aside; Interconnection:*

5.1.1 In order to ensure universal availability of Educational and Governmental Access programming (collectively, the "EG Channels"), Franchisee shall reserve on its Basic Service tier for LFA's future use one (1) dedicated Access Channel that LFA may use for Governmental purposes. Franchisee also shall provide capacity on its Basic Service tier for one (1) dedicated Access Channel that LFA may use for Educational purposes as designated

by LFA such as the North Penn School District Channel. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity, in its sole discretion, during the term of this Franchise until such time that LFA begins using the EG Channel(s) pursuant to Subsection 5.1.2 and/or if LFA ceases to use the EG Channels during the term of this Agreement.

5.1.2 LFA reserves the right to obtain from Franchisee, upon one hundred twenty (120) days prior written notice, one (1) Educational Access Channel and one (1) Government Access Channel for exclusive use by LFA or its designee. Such written notification shall constitute authorization to Franchisee to transmit the EG Channel programming within and without LFA. Franchisee shall assign the EG Channel numbers to the extent such Channel number assignments do not interfere with Franchisee's existing or planned Channel number line-up and contractual obligations, provided it is understood that Franchisee specifically reserves the right to make or change such Channel number assignments in its sole discretion. The EG Channels shall be used for community programming related to Educational and/or Governmental activities. LFA shall have complete control over the content, scheduling, and administration of the EG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article 5 is not being utilized by LFA, Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval from LFA, until such time as LFA elects to utilize the EG Channel for its intended purpose. In the event that LFA decides to exercise its right to use the EG Channel capacity, LFA shall provide Franchisee with ninety (90) days' prior written notice of such request.

5.1.3 LFA shall comply with all applicable laws and regulations regarding the non-commercial use of EG Channels.

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

5.1.5 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channel programming, no earlier than twelve (12) months after

written notice by LFA to activate an EG Channel, LFA may require Franchisee to provide a video link, without charge to LFA, to a location within LFA where EG Channel programming is originated for the purpose of cablecasting EG Channel programming; provided, however, that Franchisee shall not be obligated to provide LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

5.2 *EG Channel Relocation:* If LFA relocates the location where its EG Channel programming originates from the location set forth in Subsection 5.1.2 or after such time as Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming, LFA shall reimburse Franchisee for any costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator.

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

5.4 *Recovery of Costs:* Franchisee shall be allowed to recover from Subscribers any costs arising from the provision of EG services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542.

## **6. FRANCHISE FEES**

6.1 *Payment to LFA:* Franchisee shall pay to LFA a franchise fee of five percent (5%) of annual Gross Revenue; provided, however, that if LFA issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee, then the percentage of the franchise fee payment due under this Agreement shall be reduced to match such lower percentage over the same time period. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall

be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

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

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any franchise fee payable hereunder shall be four (4) years from the date on which payment by Franchisee is due.

6.4 *Audits:*

6.4.1 LFA may audit or conduct a franchise fee review of Franchisee's books and records no more than once every three (3) years during the term of this Franchise. All records reasonably necessary for any such audit shall be made available by Franchisee to LFA. Franchisee shall provide copies of such records to LFA upon written request. Any confidential information provided for review shall be afforded all confidential protection available under Section 8.1 below and under applicable state and federal law.

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

6.4.3 If the results of an audit indicate an overpayment or underpayment of franchise fees, the parties agree that such overpayment or underpayment shall be returned to the proper party within forty-five (45) days; provided, however, that Franchisee shall be required to remit underpayments to LFA together with interest at five percent (5%) of the amount correctly due from the date such underpayment would have been due.

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

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services, as reflected on the books and records of

Franchisee in accordance with FCC rules, regulations, standards, or orders, and generally accepted accounting principles.

## **7. CUSTOMER SERVICE**

Customer Service Standards are set forth in Exhibit B, which shall be binding on the parties unless amended by written consent of the parties.

## **8. REPORTS AND RECORDS**

8.1 *Open Books and Records:* Upon thirty (30) days' written notice to Franchisee, LFA shall have the right to inspect Franchisee's books and records pertaining to this Agreement or Franchisee's provision of Cable Service in the Borough at any time during Normal Business Hours, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of this Franchise that is under review, so that Franchisee may organize the necessary books and records for appropriate access by LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than four (4) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or the provision of Cable Service in the Borough. If Franchisee claims any information to be proprietary or confidential, it shall provide an explanation as to the reason it is claimed to be confidential or proprietary. LFA shall treat any information disclosed by Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

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

8.2.1 Records of all written Complaints for a period of four (4) years after receipt by Franchisee. Complaints recorded will not be limited to Complaints requiring an employee service call;

8.2.2 Records of Significant Outages for a period of four (4) years after occurrence, indicating date, duration, area, the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of four (4) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of four (4) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

## **9. INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

9.1.3 Upon receipt of notice from its insurer(s), Franchisee shall provide LFA with thirty (30) days' prior written notice of cancellation of any insurance policy required by this Agreement.

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

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

## 9.2 *Indemnification:*

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

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

## **10. TRANSFER OF FRANCHISE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of LFA, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. Franchisee shall make written application to LFA for any Transfer of the Franchise and shall provide information required by FCC Form 394 and any other applicable law regarding transfer or assignment. LFA shall have one hundred twenty (120) days from the receipt of all required information to take action on the Transfer application. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.35 above. Any consent by LFA for any Transfer of the Franchise 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.

## **11. RENEWAL OF FRANCHISE**

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

11.2 *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, LFA may notify Franchisee of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the current Franchise term, if such assessments are performed.

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

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

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

12.3 *Public Hearing:* In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article 12, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 12.2(iii) above, if LFA seeks to continue its investigation into the alleged noncompliance, then Franchisee may request a public hearing. If such a hearing is scheduled, LFA shall provide Franchisee at least thirty (30) days’ prior written notice of such public hearing, which will specify the time, place, and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

12.4 *Liquidated Damages:* After the time periods set forth in Sections 12.1-12.3 above, in the event that LFA finds that an alleged noncompliance continues to exist and that Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, Franchisee agrees that LFA may recover liquidated damages from Franchisee in the amounts set forth below following the notice and opportunity to

cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if Franchisee disputes the assessment of any liquidated damages hereunder, Franchisee may request and LFA agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, LFA shall provide Franchisee with written notice that it intends to elect the liquidated damages remedies set forth herein. If LFA elects to recover liquidated damages for any item set forth in this Section 12.4 (including customer service violations), LFA agrees that such recovery shall be its exclusive remedy for the time period for which liquidated damages are assessed; provided, however, once LFA has ceased to assess its liquidated damages remedies as set forth in Subsection 12.4.1, it may pursue other available remedies.

12.4.1 Pursuant to Section 12.4, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.3	\$100/day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4.1	\$100/day for each day the violation continues;
For failure to provide EG services to the community as specified in Section 5.1	\$100/day for each day the violation continues;
For failure to permit a franchise fee audit within forty-five (45) days of a request as set forth in Section 6.4	\$100/day for each day the violation continues;
For failure to provide LFA with any reports or records required by this Agreement within the time period required	\$100/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B	\$300 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Subsection 9.1.1	\$100/day for each day the violation continues; and
For a Transfer specified in Article 10 without required approval	\$100/day for each day the violation continues.

12.4.2 The amount of all liquidated damages per annum shall not exceed twelve thousand dollars (\$12,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one (1) of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Sections 12.1-12.3 above.

12.5 *Revocation:* Should LFA seek to revoke this Agreement after following the procedures set forth above in this Article 12, including any public hearing described in Section 12.3, and LFA chooses not to impose liquidated damages or ceases to impose liquidated damages, LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event LFA has not received a satisfactory response from Franchisee, it may then seek revocation of this Agreement at a second public hearing. LFA shall cause to be served upon Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this Agreement.

12.5.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, or employees of LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross-examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

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

12.5.3 LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce LFA's rights under this Agreement in lieu of revocation of the Franchise.

### **13. MISCELLANEOUS PROVISIONS**

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

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns. This Agreement is authorized by Ordinance No. \_\_\_\_ dated \_\_\_\_\_, of the North Wales Borough Council.

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

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

13.5 *Good Faith Error:* The parties hereby agree that it is not LFA's intention to subject Franchisee to penalties, fines, forfeitures, or revocation of this Franchise for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by LFA and/or Subscribers.

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

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

13.7.1 Notices to Franchisee shall be mailed to:

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

13.7.2 with a copy to:

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

13.7.3 Notices to LFA shall be mailed to:

Borough Manager  
Borough of North Wales  
300 School Street  
North Wales, PA 19454

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

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

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

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

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

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

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

leased access requirements under Title VI of the Communications Act or the EG Channel requirements set out in this Agreement.

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

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

13.17 *Equipment Grant:* Franchisee shall pay to LFA, within sixty (60) days of the Effective Date, an Equipment Grant in the amount of four thousand dollars (\$4,000) to be used by LFA to purchase and install equipment at the Borough's performing arts and community center. Franchisee shall be entitled to an accounting of LFA's use of the Equipment Grant upon written request. To the extent permitted by federal law, Franchisee shall be allowed to recover the amount of the Equipment Grant from Subscribers and may line-item or otherwise pass-through this amount to Subscribers. Any franchise, agreement, license, or grant of authorization entered into by LFA after the Effective Date of this Agreement shall require an equivalent grant be provided by any other cable operator offering Video Programming services in the Borough.

**[SIGNATURE PAGE FOLLOWS]**

BOROUGH OF NORTH WALES

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

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

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

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

VERIZON PENNSYLVANIA LLC

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

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

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

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

EXHIBIT A Cable Service to Public Buildings

EXHIBIT B Customer Service Standards

## **EXHIBIT A**

### **CABLE SERVICE TO PUBLIC BUILDINGS**

1. North Wales Borough Administration  
300 School Street, North Wales, PA 19454
2. North Wales Police Department  
300 School Street, North Wales, PA 19454
3. North Wales Water Authority  
200 W. Walnut Street, North Wales, PA 19454
4. North Penn Volunteer Fire Company  
141 S. Main Street, North Wales, PA 19454
5. North Wales Library  
201 Summit Street, North Wales, PA 19454

## **EXHIBIT B**

### **CUSTOMER SERVICE STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply.

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

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

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

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

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

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

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

appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

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

A. Franchisee shall promptly notify LFA of any Significant Outage of the Cable Service.

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

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

- (1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area, and shall diligently pursue to completion.
- (2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or LFA of a Cable Service problem and shall diligently pursue to completion.

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

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

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

G. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Franchisee to verify the problem if

requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

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

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

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

## **SECTION 5: SUBSCRIBER COMPLAINTS**

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

## **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills must be itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, franchise fees, taxes, and/or other governmentally-imposed fees. Franchisee shall maintain records of the date and place of delivery of bills.

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

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

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date;
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and
- (4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

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

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

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

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

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

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

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

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

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

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

D. Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this Subsection 8.D., the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee and to receive Cable Service or other multi-channel video service from another Person or entity.

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

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

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

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

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

D. Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the

foregoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers and LFA a minimum of thirty (30) days in advance of such changes if within the control of Franchisee, and Franchisee shall provide a copy of the notice to LFA including how and where the notice was given to Subscribers.

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

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Procedures for resolving Complaints, including the name, address, and telephone number of LFA, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of Franchisee's office to which complaints may be reported.

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

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

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

H. LFA hereby requests, and Franchisee agrees, that Franchisee omit publishing information specified in 47 C.F.R. § 76.952(a) from Subscriber bills.

## Bird Town Pennsylvania Annual Report Goal and Activity Worksheet

The goals for each of the five strategies are listed on the tables below, along with the points that can be earned by either making progress on, or completing, the suggested activities for each goal in any given year. Use this worksheet to record your achievements and points earned before transferring that information to the Annual Report Spreadsheet by circling the points your Bird Town has earned for any of the listed activities. For each goal, you can also add "Other" activities that may not be listed. For "Other" activities, please contact [pabirdtown@gmail.com](mailto:pabirdtown@gmail.com) to determine the point value.

**BIRD TOWN  
PENNSYLVANIA**



birdtownpa.org



### Goal 1: Habitat Enhancement:

Manage municipal-owned land to restore and create diverse bird and wildlife habitat and promoting the same management practices on privately owned land in the community and creating green corridors when possible

Suggested Activities	Progress Points	Completion Points
1.1 Creating a public bird garden, a pollinator garden, or a native plant demonstration garden	1	3
1.2 Maintaining a demonstration garden	1	3
1.3 Using native plants for foundation plantings at municipal-owned buildings	1	3
1.4 Certifying municipal properties in habitat certification programs	1	3
1.5 Planting native trees, shrubs, and other native plants	1	3
1.6 Removing invasive species	1	3
1.7 Establishing a native meadow	1	3
1.8 Reducing the amount of mowed lawn, road ditches, storm water basins, and other grasslands on municipal property to allow grassland nesting bird species to complete nesting	1	3
1.9 Limiting the removal of healthy trees and leaving snags for habitat, food, and nesting	1	3
1.10 Reducing or eliminating the use of fertilizers, herbicides, or insecticides	1	3
1.11 Installing and monitoring nest boxes, chimney swift towers, purple martin condos, etc.	1	3
1.12 Installing educational signage promoting native plants	1	2
1.13 Planting a native tree on municipal property to celebrate Arbor Day	1	2
1.14 Protecting native plantings from deer	1	2
1.15 Other...		



### Goal 2: Addressing Threats to Birds:

Protect bird populations on municipal property and encourage residents to do the same.

Suggested Activities	Progress Points	Completion Points
2.1 Reducing indoor/outdoor lighting during migration or installing motion-activating lights	1	3
2.2 Managing species having a negative impact on habitat or wildlife (e.g., cats or deer)	1	3
2.3 Prohibiting off-leash dogs in natural areas to protect nesting birds and reduce dog waste		2
2.4 Educating residents about the impact of cats on birds and wildlife and promoting initiatives that keep cats indoors	1	2
2.5 Promoting bird safe initiatives such as Lights Out	1	2
2.6 Educating and lobbying for the reduction or elimination of fertilizers, herbicides, and insecticides on municipal property and encourage private landowners in the community to do the same by creating a pesticide brochure, create a resource page for a municipal website		1
2.7 Hosting a speaker on sustainable, organic land care		1
2.8 Other...		

### Goal 3: Market the municipality as a Bird Town, promote the goals of the Bird Town program, and administer the Bird Town committee or program within the municipality.

Suggested Activities	Progress Points	Completion Points
3.1 Installing Bird Town street signs		1
3.2 Creating and maintaining a Bird Town page on the municipal website		1
3.3 Using municipal publications or social media to promote the goals and activities of Bird Town		1
3.4 Making Bird Town materials available to the public at municipal properties		1

3.5 Including bird-related topics at public municipal meetings		1
3.6 Attending educational workshops or conferences on environmental issues		1
3.7 Other...		

<b>Goal 4: Pass environment proclamations, resolutions, or ordinances.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
4.1 Passing a Native Plant Ordinance requiring native landscaping on new commercial development	1	3
4.2 Passing a Weeds Ordinance allowing for the naturalization of lawn areas	1	3
4.3 Passing a Dog Leash Ordinance for community parks and other municipal properties	1	3
4.4 Passing a no-tolerance ordinance for stray and feral cats or an ordinance requiring that cats be kept indoors, on a leash, or in an enclosure	1	3
4.5 Passing a Lighting Ordinance that mitigates the impact of lighting on birds and insects	1	3
4.6 Passing a Tree Ordinance that preserves and protects native street trees	1	3
4.7 Passing a Bird Town Resolution committing municipality to support of Bird Town program	1	2
4.8 Proclaiming and celebrating a Community Bird Town Day		1
Other...		

<b>Goal 5: Establish municipal advisory boards or committees to engage community members on environmental issues.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
5.1 Establishing a Bird Town Committee	1	3
5.2 Establishing an Environmental Advisory Council (EAC)	1	3
5.3 Establishing a Shade Tree Commission that promotes and protects native trees	1	3
5.4 Other...		

<b>Goal 6: Manage municipal owned land to mitigate stormwater runoff or erosion issues and promote the same management practices on privately-owned land in the community.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
6.1 Planting a riparian buffer using native trees or shrubs	1	3
6.2 Installing a bioswale or rain garden using native plants	1	3
6.3 Naturalizing a retention basin	1	3
6.4 Other...		

<b>Goal 7: Dedicate municipal-owned parcels of land as passive recreation areas.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
7.1 Setting aside areas of a municipal park or preserve to passive recreation activities such as hiking, birdwatching, or nature study that don't adversely affect the natural habitat	1	3
7.2 Other...		

<b>Goal 8: Promote energy efficient and sustainable practices on municipal property.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
8.1 Educating municipal officials about the Sierra Club's Ready for 100 program		1
8.2 Inviting Penn Environment or Penn Future Leader to give a presentation		1
8.3 Securing a municipal Climate Action Plan or Sustainability Plan		1
8.4 Other...		

<b>Goal 9: Brand the municipality as an environmentally conscious and wildlife friendly community.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
9.1 Becoming a Tree City USA or Bee City	1	3
9.2 Becoming certified as a National Wildlife Federation Community Wildlife Habitat	1	3
9.3 Annually re-certifying your community as a Tree City USA	1	2
9.4 Annually re-certifying your community as a NWF Community Wildlife Habitat	1	2
9.5 Installing street signs for either of the above designations to brand the municipality for both residents and visitors to the community		1
9.6 Other...		

**Goal 1: Habitat Enhancement:****Work to improve bird and wildlife habitat with school students or non-school youth groups on or off school property.**

Suggested Activities	Progress Points	Completion Points
1.1 Reducing some areas of school property to a once-a-year mowing to provide nesting and winter habitat for birds, insects, and other wildlife	1	3
1.2 Installing a native meadow	1	3
1.3 Planting native trees and shrubs, including foundation plantings at school buildings	1	3
1.4 Installing or maintaining a butterfly, pollinator, or rain garden	1	3
1.5 Cleaning up a creek or pond	1	3
1.6 Installing live stakes along a creek to mitigate erosion	1	3
1.7 Removing invasive plant species	1	3
1.8 Other...		

**Goal 2: Addressing Threats To Birds:****Protect birds on school district property and encourage students to do the same at home.**

Suggested Activities	Progress Points	Completion Points
2.1 Reducing the lighting on school district properties during spring and fall migration	1	3
2.2 Installing materials to reduce window strikes	1	3
2.3 Promoting bird safe initiatives such as Lights Out	1	2
2.4 Meeting with school officials to discuss the negative impact of pesticides (fertilizers, herbicides, and insecticides) on children and birds and reducing the use of these chemicals		1
2.5 Other...		

**Goal 3: Promote energy efficient and sustainable practices on school property.**

Suggested Activities	Progress Points	Completion Points
3.1 Meeting with school officials to encourage solar and other energy initiatives		1
3.2 Other...		

**Goal 4: Certifying school district properties in any of the property certification programs promoted by Bird Town PA.**

Suggested Activities	Progress Points	Completion Points
4.1 Certifying school property as bird, pollinator, or wildlife habitat	1	3
4.2 Other...		

**Goal 5: Work with students on activities that increase their knowledge and appreciation of birds.**

Suggested Activities	Progress Points	Completion Points
5.1 Planting a bird-friendly garden	1	2
5.2 Making, installing, or maintaining bird feeders	1	2
5.3 Building, installing, or monitoring nest boxes	1	2
5.4 Working with teachers to plan and organize bird-centered field trips	1	2
5.5 Encouraging teachers to participate in Community Science programs promoted by Bird Town P	1	2
5.6 Working with classroom teachers or school groups on programs such as The Cornell Lab: K-12 Resources, Bird Sleuth, or the NWF: Kids and Family	1	2
5.7 Organizing a bird walk and teaching children how to ID birds		1
5.8 Giving a presentation to students on creating bird habitat		1
5.9 Holding a live presentation with a local zoo or rehab center		1

5.10 Other...		
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Goal 6: Ensure that students learn about, and have access to information about, environmental issues such as climate change, habitat loss, biodiversity, invasive species, and the importance of native plants.		
Suggested Activities	Progress Points	Completion Points
6.1 Collaborating with teachers on the writing an implementation of curriculum	1	2
6.2 Purchasing books or other materials for classroom teachers or school libraries	1	2
6.3 Other...		

Goal 7: Increasing the awareness of school officials, faculty, students, or parents about environmental issues.		
Suggested Activities	Progress Points	Completion Points
7.1 Working with teachers to create a Birding Club or Environmental Club		3
7.2 Giving a presentation or hosting a workshop		1
7.3 Hosting a speaker or presentation		1
7.4 Partnering with classroom teachers to work directly with students		1
7.5 Partnering with school groups, such as environmental clubs		1
7.6 Other...		

Goal 1: Habitat Enhancement: Organize volunteer workdays to improve bird and wildlife habitat in the community or to address other environmental concerns		
Suggested Activities	Progress Points	Completion Points
1.1 Planting native trees and shrubs in a local park, preserve or high traffic area such as a library	1	3
1.2 Removing invasive plants from the community's open spaces	1	3
1.3 Collaborating with community members to install demonstration bird, butterfly, or pollinator gardens using native plants	1	3
1.4 Remediating erosion issues along waterways by planting riparian buffers or installing live stakes	1	3
1.5 Installing a rain garden or bioswale or naturalizing a retention basin	1	3
1.6 Holding a community litter clean-up	1	3
1.7 Other...		

Goal 2: Addressing Threats to Birds: Inform, educate, and engage community members about the threats and environmental issues facing birds and what they can do to help		
Suggested Activities	Progress Points	Completion Points
2.1 Coordinating a cleanup of lead ammunition on gun ranges and lead tackle at fishing areas	1	3
2.2 Participating, as a community, in the Bird Safe Philly program	1	3
2.3 Installing canisters for fishing line in to reduce entanglement and ingestion risk	1	2
2.4 Organizing table events, conducting workshops, or hosting speakers		1
2.5 Writing articles on the topic for the municipal newsletter or local paper		1
2.6 Protecting birds from window strikes in areas of special concern in the community		1
2.7 Mitigating light pollution within the community by identifying particular areas of concern and working to reduce light pollution in those areas		1
2.8 Educating residents about the threat that stray and feral cats pose to birds		1
2.9 Encouraging and promoting the use of non-lead tackle and ammunition. Working with local clubs to include related education in hunter education and gun safety		1
2.10 Other...		

Goal 3: Inform and educate community members about the Bird Town program.		
Suggested Activities	Progress Points	Completion Points

3.1 Holding a Bird Town table event, workshop, or lecture	1	2
3.2 Writing an article about Bird Town for the municipal newsletter or local paper	1	2
3.3 Creating and maintaining a local Bird Town Facebook page	1	2
3.4 Speaking to local birding groups, garden clubs, or HOAs, about the Bird Town program	1	2
3.5 Other...		

<b>Goal 4: Educate and engage residents on how to certify their properties in any of the certification programs promoted by Bird Town PA.</b>		
Suggested Activities	Progress Points	Completion Points
4.1 Educating residents about the existence and importance of these programs	1	2
4.2 Organizing a local tour of certified properties in your community	1	2
4.3 Surveying your community to determine the number of certified properties	1	2
4.4 Other...		

<b>Goal 5: Increase awareness and appreciation of birds and their habitats.</b>		
Suggested Activities	Progress Points	Completion Points
5.1 Holding a community-sponsored Bird Festival	1	3
5.2 Having a mural painted for beautification and awareness about birds	1	3
5.3 Offering programming for summer camps	1	2
5.4 Working to encourage underserved communities to visit and enjoy birding in local parks	1	2
5.5 Offering multilingual programs and/or materials on birds and birding	1	2
5.6 Organizing a community bird walk		1
5.7 Creating a map or pamphlet of local Birding Areas (IBAs) and birding hotspots in your area		1
5.8 Other...		


<b>Goal 6: Educate and engage community members about the value of native plants and encourage them to create bird, pollinator, and wildlife friendly habitat on their own properties using native plants.</b>		
Suggested Activities	Progress Points	Completion Points
6.1 Planting a native plant demonstration garden with educational signage	1	3
6.2 Organizing a native plant sale, plant swap, or native plant pop-up park	1	3
6.3 Sponsoring a tree give-away program in the community	1	3
6.4 Organizing table events, conducting workshops, or hosting speakers		1
6.5 Writing articles on the topic for the municipal newsletter or local paper		1
6.6 Other...		

<b>Goal 7: Educate and engage residents to participate in citizen-science initiatives.</b>		
Suggested Activities	Progress Points	Completion Points
7.1 Educating / engaging residents about FeederWatch, Great Backyard Birdcount, or NestWatch	1	2
7.2 Collaborating with community members to build, install, and monitor nest boxes	1	2
7.3 Celebrating World Migratory Bird Day in the Spring and Fall	1	2
7.4 Creating an eBird account for your community, designating your local birding area as a hotspot, and encouraging community members to submit sightings	1	2
7.5 Other...		

<b>Goal 8: Have the community's open spaces certified in the various habitat certification programs promoted by Bird Town PA.</b>		
Suggested Activities	Progress Points	Completion Points
8.1 Certifying a local park or nature preserve as a bird or wildlife friendly habitat	1	3
8.2 Certifying a public pollinator or butterfly garden in one of the pollinator-friendly programs	1	3
8.3 Other...		


<b>Goal 9: Work with your local library to increase awareness of birds and environmental issues.</b>		
Suggested Activities	Progress Points	Completion Points
9.1 Installing a native plant garden with signage in a high traffic area	1	3
9.2 Developing birding backpacks that can be checked out to all age groups	1	3
9.3 Providing programming for about the threats that face birds and the practical solutions	1	3

9.4 Creating a resource center with materials about birds	1	3
9.5 Raising money to purchase, or donating, books or other materials about birds and other issues	1	3
9.6 Other...		

 <b>Activities and projects that enhance wildlife habitat or address threats to birds are of special importance to Bird Towns.</b>		
<b>Goal 1: Partner with other entities within one's own municipality.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
1.1 Organizing a community initiative involving any combination of the municipality's Bird Town Committee, EAC, Parks & Rec Department, or Shade Tree Commission working together		1
1.2 Other...		

<b>Goal 2: Partner with outside groups and organizations.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
2.1 Organizing a tree planting with PHS Tree Tenders	1	3
2.2 Planting a riparian buffer with the help of Master Watershed Stewards	1	3
2.3 Planting a garden with the help of Master Gardeners	1	3
2.4 Holding a Bird or Native Plant Festival	1	3
2.5 Working on a project with local Audubon chapters	1	3
2.6 Working on a project with land trusts or other conservation groups	1	3
2.7 Working with churches, libraries, or business members of the community to install plant-friendly landscapes	1	3
2.8 Working on a project with a local business, such as a workday at a local park or preserve	1	2
2.9 Getting outside groups or businesses to sponsor an event	1	2
2.10 Working with local plant nurseries to increase the availability and marketing of native plants	1	2
2.11 Offering Lunch and Learn programming for companies, organizations	1	2
2.12 Providing a presentation to a local club such as Rotary or Chamber group	1	2
2.13 Inviting local conservation groups to participate in a table event		1
2.14 Other...		

<b>Goal 3: Partner with other Bird Towns.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
3.1 Working with your cluster on a native plant sale, pop-up park, or tree give-away	1	3
3.2 Holding a joint bird walk		1
3.3 Co-sponsoring a workshop or speaker		1
3.4 Other...		

 <b>Advocating for issues that enhance wildlife habitat or address threats to birds are of special importance to Bird Towns.</b>		
<b>Goal 1: Reach out to local residents or community members on an environmental issue.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
1.1 Posting regular material for blogs or social media	1	2
1.2 Writing an article for the municipal newsletter		1
1.3 Submitting a letter-to-the-editor to the local newspaper		1
1.4 Providing information at local kiosks or community bulletin boards		1
1.5 Other...		

<b>Goal 2: Educate and engage local, state, or national government officials on an environmental issue.</b>		
<b>Suggested Activities</b>	<b>Progress Points</b>	<b>Completion Points</b>
2.1 Writing a letter to local, state, or national leaders		1

2.2 Organizing a meeting with elected representatives		1
2.3 Attending and speaking at a local Borough Council or Township Supervisors meeting		1
2.4 Circulating a petition within the community		1
2.5 Other...		

Goal 3: Educate community members about issues supported by local, state, or national environmental or conservation groups.		
Suggested Activities	Progress Points	Completion Points
3.1 Creating community awareness of these issues		1
3.2 Distributing information from these organizations		1
3.3 Other...		

No. Strategies Engaged In: _____	Total Points: _____
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**BOROUGH OF NORTH WALES  
RESOLUTION 2025-025  
A RESOLUTION TO RECOGNIZE EMERGENCY MEDICAL SERVICES WEEK**

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

**NOW, THEREFORE, BE IT RESOLVED**, that the BOROUGH COUNCIL OF THE BOROUGH OF NORTH WALES recognizes the week of May 18 - 24, 2025, as EMERGENCY MEDICAL SERVICES WEEK

The 51<sup>st</sup> anniversary of EMS Week theme is *EMS WEEK: We Care. For Everyone.* We encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.

**ADOPTED** this 13<sup>th</sup> day of May, 2025.

BOROUGH COUNCIL OF THE  
BOROUGH OF NORTH WALES

BY: \_\_\_\_\_  
Salvatore Amato, President

ATTEST:

\_\_\_\_\_  
Christine A. Hart, Secretary

BOROUGH OF NORTH WALES  
300 SCHOOL STREET  
NORTH WALES, PENNSYLVANIA

MEETING: April 22nd, 2025, 7:03 P.M., EST

CALL TO ORDER made by President Amato.

ROLL CALL:	Salvatore Amato	Present
	Sherwin Collins	Absent
	Anji Fazio	Absent
	Alexander Groce	Present
	Brittany Kohler	Present
	Wendy McClure	Present
	Sally Neiderhiser	Present
	Mark Tarlecki	Present
	Sarah Whelan	Present
	Mayor Neil McDevitt	Present

Also, in attendance were John Filice, Borough Solicitor, David Erenius, Chief of Police, Alex Turock, Assistant Borough Manager, and Braeden Bussman, Junior Council Person.

President Amato led the Pledge of Allegiance.

### **Public Comment**

There was no public comment.

### **Consideration: Approval to Procure Public Works Vehicles and Equipment**

Manager Hart reviewed the list of vehicles and equipment for which the Borough has obtained quotes to procure through the LSA Statewide grant awarded in 2024. The list includes two dump trucks, one pickup truck, one wheel loader, one UTV, and one skid steer loader. She requested a contingency fund of 2% of the grant award (\$360,555.00), which equates to \$7,211. The contingency would come from the capital equipment fund.

Member Whelan asked if these new purchases would affect the cost of our insurance.

Manager Hart responded that our overall replacement value is how the insurance cost is derived, and while there may be an increase in the dollar value of our assets, the replacement value should not change substantially.

Andrew Berenson, 439 Washington Ave., asked how long after placing the order it would take for the equipment to be delivered.

Manager Hart responded that we anticipate a six-to-eight-week delivery time.

Member McClure made a motion to Approve Procurement of Public Works Vehicles and Equipment. Member Kohler seconded the motion. Motion passed 7 yes, 0 no.

### **Consideration: Approval of Budget Transfers**

Manager Hart explained the budget transfer from Public Works Full Time Wages to Contracted Services. With the resignation of the Public Works Supervisor, these contracted services are being used to complete some tasks previously assigned to him.

Member McClure made a motion to Approve the Budget Transfers. Member Neiderhiser seconded the motion. Motion passed 7 yes, 0 no.

### **Consideration: Approval of Disposal of Records**

Manager Hart reviewed the list of records to be shredded at this Saturday's Earth Day Event.

Member McClure made a motion to Approve the Disposal of Records. Member Kohler seconded the motion. Motion passed 7 yes, 0 no.

### **Consideration: Approval of Disbursements: \$70,968.74**

Manager Hart reviewed the bills list, highlighting expenses relating to readying the North Wales Arts and Cultural Center for its Grand Opening.

Vice President Tarlecki asked if we pay market rate for gasoline. Manager Hart responded that we pay a contracted price.

Member McClure made a motion to Approve Disbursements of \$70,968.74. Member Whelan seconded the motion. Motion passed 7 yes, 0 no.

### **Consideration: Approval of Minutes: April 8th, 2025**

Member Neiderhiser made a motion to Approve the Minutes of April 8th, 2025. Member McClure seconded the motion. Motion passed 7 yes, 0 no.

### **Old Business / Committee & Board Reports / Zoning Applications / Parking Lot**

Manager Hart reviewed the memo submitted by the Planning Commission to the Zoning Hearing Board stating their support of the Zoning Hearing Application for 201-205 N. Main Street.

### **Solicitor / Mayor / Council / Chief / Public Works / Manager**

Solicitor Filice announced an executive session on one matter of personnel. Borough Council is not expected to reconvene or take action.

Mayor McDevitt congratulated Chief Erenius on his selection to be the speaker at the YMCA Leadership Breakfast. He also commended the Borough on being ahead of the recycling game by having their 9<sup>th</sup> annual Earth Day recycling event. Lastly, he asked that residents do their part to clean up their curb lines and keep their yard waste away from streets and sidewalks. Council members acknowledged Earth Day and encouraged residents to utilize the services offered by the Borough at Saturday's Earth Day Recycling Event.

Member Whelan and Member Neiderhiser thanked everyone for their work on the Easter Egg Hunt.

Member Kohler asked the community to be aware of increased activity as the weather warms up and children are outside biking, skating, and playing.

Member McClure sang a song about Mother Earth and requested that the Borough research the possibility of becoming a Bird Town.

Vice President Tarlecki added to Member Kohler's comments about children outside, stating that he has seen many children and adolescents ignoring traffic safety.

President Amato stated the Borough will not tolerate political signs on Borough Property. Signs are to be removed immediately by staff or police. This has no bearing on whether Council, Borough Staff, or Police agree or disagree with the messages of the signs.

Manager Hart reviewed all the services available at this Saturday's Earth Day Event.

### **Adjournment**

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 7 yes, 0 no. Meeting adjourned at 7:50pm.

Attest: \_\_\_\_\_  
Christine A. Hart  
Borough Manager



# BETTER BIKING IN MONTCO

## SPONSORSHIP OPPORTUNITIES

Become a Sponsor and Support  
Better Biking in Montco!

Your sponsorship will help provide bike  
safety resources and cycling opportunities  
to communities in Montgomery County.

From bike helmets and safety education for  
youth to providing bikes for adults in need,  
your support makes a real difference.

Read more to explore our sponsorship levels  
and benefits, and help us improve mobility  
and quality of life for local residents!



# BETTER BIKING IN MONTCO

Be a part of enhancing the quality of life through Better Biking! Your sponsorship will directly support these quality transportation programs for disadvantaged communities.

## Bike Safety:

Our Bike Safety program benefits youth in the Boys and Girls Clubs in Lansdale, Souderton and Ambler, Littles in Big Brothers/Big Sisters of Montgomery County, and other community members, by providing new, fitted bike helmets and bike safety educational materials. In 2024, we provided new, fitted helmets to 369 people.

## Bike Match:

Our Bike Match program serves adults who need transportation to get to work. The program provides bicycles, helmets, lights, locks and safety education. We partner with Manna on Main St, Lansdale and Keystone Opportunity Center, Souderton to support their clients who need bikes to get to work. In 2024, 5 people were matched with bikes so they could get to work.

## Bike Share:

Our Bike Share Program is a free community resource for local residents. Bicycles and tricycles are used for local trips, commuting, errands and recreation. Libraries and other partners host our bikes at their sites in Horsham, Lansdale, North Wales, Harleysville, Telford, and Upper Perk. Last year, our bike share program had a 43% increase in usage.

# BETTER BIKING IN MONTCO SPONSORSHIP BENEFITS

Sponsorship Benefits	LEVEL 1 \$350	LEVEL 2 \$700	LEVEL 3 \$1000
Sponsor recognition in social media	X	X	X
Sponsor recognition in E-newsletter	X	X	X
Sponsor recognition on signage board at community events	X	X	X
Sponsor recognition on bike safety educational materials	X	X	X
Sponsor recognition on the Partnership TMA website		X	X
Sponsor recognition on Partnership TMA general brochure		X	X
Sponsor logo on helmet bags			X
Prominent placement of sponsor logo on bike share bikes			X
Volunteer opportunities for employees at community events			X

To become a sponsor, please reach out to us:  
[info@ptma-mc.org](mailto:info@ptma-mc.org) or 215-997-9100

4TH STREET  
COMMUNITY GARDEN  
*Spring Planting*  
YOU ARE INVITED

COME PLANT  
WITH US!!!

LEARN ABOUT  
COMPOSTING!!!



17TH MAY 9:30AM

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208 S 4TH ST

# THE POWER OF RECYCLING

JOIN NMCRC for a Tour of  
Mascaro's Total Recycle facility

1270 Lincoln Rd, Birdsboro, PA  
Friday, May 23, 2025  
@ 11:00 AM

(tour will last approx 1.5 hours)

RSVP: Mary Anne Girard  
[magirard@hatfieldborough.com](mailto:magirard@hatfieldborough.com)



# ***SUMMER KICKOFF***

June 14, 2025  
Weingartner Park  
5pm - 9pm

**LIVE MUSIC  
SOUND WAVE**

**FOOD TRUCKS**

**LOCAL BREWERIES**

***SUMMER  
STARTS  
HERE***



# ★ 4<sup>th</sup> of July ★

## ★ Parade and Picnic ★



**The NWCPA**

**Would like to invite everyone to help us celebrate the  
4<sup>th</sup> of July!**

**The parade begins at Main St. and Elm Ave. at 11 am,  
then Marches up Main Street to Weingartner**

★ **If you would like to participate in the parade,** ★  
**please call 215-699-6247 or email [NWCPA19454@gmail.com](mailto:NWCPA19454@gmail.com)**

- **Veterans and antique cars will gather on Pennsylvania Avenue, behind North Wales Water Authority (in their parking lot) at 10:30 am**
- **Children and families with decorated bicycles, scooters, wagons will gather on Water Street, behind May's Funeral Home at 10:30 am**
- **Businesses and Groups (Church, Dance, Karate...) that would like to join, will gather on Pennsylvania Avenue, between W. Walnut Street and Elm Avenue at 10:30. Registration is required, please contact the NWCPA to register your business by June 27!**

*North Wales Community Project Alliance (NWCPA) is a non-profit North Wales Borough based group of volunteers established to carry out activities that promote the well-being and pride of our community.*