



**COOLBAUGH TOWNSHIP  
MUNICIPAL CENTER**

5520 MUNICIPAL DRIVE, TOBYHANNA, PA. 18466  
(570) 894-8490 \* FAX (570) 894-8413  
WWW.COOLBAUGHTWP.ORG

**COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS  
Work Session Agenda  
May 5, 2026, 6:00PM**

*Work Session is Canceled and Regular Meeting will begin at 6:00PM*

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**COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS  
REGULAR MEETING AGENDA  
May 5, 2026, 6:00PM**

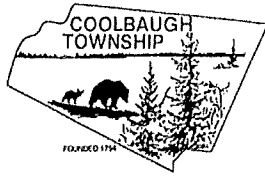
**Roll Call**

**BOARD OF SUPERVISORS**

\_\_\_ B. Weimer \_\_\_ A. Ruiz-Smith \_\_\_ C. Colgan \_\_\_ L. Kelly \_\_\_ C. Rogan  
\_\_\_ Solicitor Armstrong \_\_\_ E. Masker

Public input will be considered at the beginning of the meeting agenda. The public will be given an opportunity to speak on each agenda item. When speaking please state your name and the city or community that you reside in.

1. Public input
2. Approval of minutes / notes:
  - April 23, 2026- Public Hearing Minutes
  - April 23, 2026- Regular Meeting Minutes
3. Request for Reduction of Bond #0777877 for Pocono Mountains Business Park South-Section 2- Lot 28: LPC Pocono in the amount of \$102,433.72 leaving a balance of \$288,801.42 (145 Market Way)
4. Consider Request for Bond #0777878 in the amount of \$473,053.00 be released for Pocono Mountains Business Park South-Section 2- Lot 28: LPC Pocono (145 Market Way)
5. Planning Commission Recommendation of Conditional Approval of the Minor Subdivision Plan of Steven Ou for the Property located at 2199 Green Road, Tobyhanna
6. Parks and Recreation Recommendation of Denial of Field Usage Request from Wyoming Valley Adult Baseball Association
7. Coolbaugh Township Volunteer Fire Company MOU



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8. Authorization to Advertise Coolbaugh Township Pump Station Bid– on May 6, 2026
9. Adoption of Resolution #10-2026: Authorizing Chairman William Weimer and Business Manager, Meredith Eilber as Authorized Signers for GTRP Grant
10. Adoption of Ordinance #164-2026: Blue Ridge Cable and Coolbaugh Township Cable Franchise Agreement
11. Coolbaugh Township Volunteer Fire Company Request for Release of Funds for the following, Annual Stipend in the amount of \$165,000.00 and Tax Funds for the Rescue Truck Payment in the amount of \$150,000.00

12. Current obligations

• General Fund	\$ 455,930.54
• Escrow Fund	\$ 5,912.25
• Sewer Fund	<u>\$ 25,395.62</u>
<b>Total Disbursements</b>	<b>\$ 487,238.41</b>

13. Business Manager Comments/Updates
14. Solicitor Armstrong Comments/Updates
15. Board of Supervisors Executive Sessions
16. Adjournment

**Upcoming Events**

**May 23<sup>rd</sup>- Memorial Day Remembrance Ceremony (3pm)**  
Coolbaugh Township Veterans Memorial Monument

**June 27<sup>th</sup>- Neighborhood Night Out (5-9pm) Followed by Fireworks**  
Coolbaugh Township Municipal Park

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**COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS  
PUBLIC HEARING MINUTES  
April 23, 2026, 6:00pm**

Board Members present:

William Weimer, Alma I. Ruiz-Smith, Lynn Kelly and Cara Rogan

Board Members absent:

Clare Colgan

Staff present:

Patrick Armstrong, Solicitor, Meredith Eilber, Business Manager, Darren Dixon, Township Controller and Tomas Keane, Director of Codes and Zoning

Staff absent:

Erin Masker, Township Secretary

The public hearing was called to order by Chairman William Weimer at 6:00pm

**Proposed Ordinance No. 163-2026 amending the official zoning map by rezoning Monroe County Tax Parcel No. 03.7.1.25 / Property Identification No. 03635600069823 from Industrial to Woodland Conservation**

Solicitor Tuosto stated that this is a public hearing of the Coolbaugh Township Board of Supervisors was called to order for consideration of a proposed ordinance No. 163-2026 amending the official zoning map by rezoning Monroe County Tax Parcel No. 03.7.1.25 / Property Identification No. 03635600069823 from Industrial to Woodland Conservation. The hearing was stated to have been properly advertised in accordance with the Municipalities Planning Code, and the hearing was opened for public comment and Board deliberation.

**Public Comment**

- Ms. Ruiz-Smith stated she opposes the ordinance and that rezoning the property would forgo potential industrial tax benefits, referenced the municipal taxes paid by Walmart distribution center, and argued that retaining industrial zoning could affect future economic development and help offset future fire-service costs. She stated that the Township wishes to preserve open space, the Township could consider purchasing the property rather than changing the zoning. This is the perfect opportunity. She stated that we will be incurring a large debt in having to have a career fire company and building. If we do not have industry coming into the area, taxpayers will be left to pay the expense. Changing this zoning will have huge collateral damage.
- Ms. Rogan stated that the tax-based argument doesn't make sense if we are considering purchasing it, stating that the taxpayers would also be paying for the property to turn it into open space. She also stated that there are areas that have far less residents than Coolbaugh Township and they have professional paid fire companies also stating that additional development would increase the need for professional fire protection, supported a longer-term community vision, and voiced dissatisfaction with prior zoning changes affecting the property.

- Ms. Kelly expressed support for open-space consideration and asserted that, based on Monroe County Planning Commission materials, the property was largely wetlands, making Woodland Conservation an appropriate zoning classification.
- L. Smolsky, speaking on behalf of the Pennsylvania Northeast Regional Railroad Authority, stated that the Authority owns the rail line through Coolbaugh Township and has worked to preserve rail service and attract manufacturing and other family-sustaining industries to Northeast Pennsylvania. He stated that changing the zoning away from industrial would not assist that mission and expressed the Authority's preference that the zoning remain unchanged. He also described freight rail as environmentally beneficial and discussed the rail line's history, excursion service, and proposed Amtrak corridor service in response to questions.
- Attorney Mark Kaplan, speaking for Pocono Mountain Industries, stated that prior increases to wetlands buffers and the proposed rezoning would significantly reduce development potential on the property and could amount to a regulatory taking requiring just compensation under the Pennsylvania and Federal Constitutions. He also stated that PMI owed approximately \$9 million to public entities and argued that additional restrictions on the property would jeopardize the ability to repay those obligations.
- M. Bisbing, President of Pocono Mountains Industries / Pocono Mountains Economic Development, stated that PMI opposed the rezoning and presented historical and planning background regarding the development of the Pocono Mountains Corporate Center properties. She summarized planning documents from 1995 forward, asserted that the subject lands had long been targeted for industrial development, stated that the park is served by rail, public water, sewer, natural gas, and internal road infrastructure, and reported that PMI currently owed the Commonwealth Financing Authority \$6,816,457 in principal and \$2,779,978 in accrued interest through March 31, 2026, together with additional obligations to Monroe County. She also stated that the 2025 property tax revenue generated by the two existing PMCC West buildings totaled \$2,972,972, of which \$400,619.00 represented the Township, fire company, and library portion on a split-tax basis.
- J. Miller stated that the property was largely swamp and should not be developed. He stated that no one complained about the warehouse being built across from the airport, it belongs there. This development does not belong here and on this property. He referenced his prior presentations to the Board and planning bodies, summarized documents submitted in support of rezoning, cited comments from the Monroe County Planning Commission and environmental organizations, and urged the Board to rezone the remaining lands back to Woodland Conservation.
- B. Leonard, on behalf of the Tobyhanna Conservation Association, urged the Board to restore Woodland Conservation zoning to the remaining undeveloped land. He stated that the extensive wetlands on the site make industrial development impractical and environmentally damaging, and he characterized the proposed rezoning as a correction to a mistaken zoning action from approximately 29 years ago.
- M. Sweeney, a professional engineer with Barry Issett Associates, presented exhibits regarding zoning and site features. She stated that the site is located within a

contiguous industrial area, served by existing infrastructure and transportation access, and that approximately 129 acres of the roughly 248-acre area were suitable for development while approximately 119 acres would remain undeveloped as protected natural or special-feature areas. She also referenced a proposed 2021 development concept showing 10 possible smaller building sites and stated that future development would remain subject to NPDES, Chapter 105, Township, Conservation District, and DEP review.

- M. Peterson stated that he opposed the rezoning as a taxpayer and expressed the view that the matter represented an unnecessary dispute if the Township believed in its existing ordinances.
- J. Miller referenced a desktop assessment by Craig Todd stating that more than half the property consisted of exceptional-value wetlands, floodplain, high-water-table soils, and important stream and wildlife-corridor features.
- Attorney M. Kaplan stated that if the property truly is undevelopable, no future development would occur, but that if developable acreage exists, making it undevelopable could expose the Township to significant financial risk.
- Ms. Ruiz-Smith discussed the burden and expense of commuting to New York City, the value of local employment opportunities, and the impact of long commuting times on families.

**Closing of Hearing**

After a final call for comments and with no further public comment, Solicitor Tuosto called for the closing of the public hearing.

Hearing closed at 6:56pm.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Erin Masker, Township Secretary

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_  
William Weimer, Chairman

**Coolbaugh Township Board of Supervisors  
Regular Meeting Minutes  
April 23, 2026**

The meeting was called to order by Mr. Weimer at 6:56pm at the Coolbaugh Township Municipal Center located at 5520 Municipal Drive, Tobyhanna, PA.

**Board Members Present:**

William Weimer, Alma I. Ruiz-Smith, Lynn Kelly, and Cara Rogan

**Board Members Absent:**

Clare Colgan

**Staff Present:**

Mike Tuosto, Solicitor; and Meredith Eilber, Business Manager, Darren Dixon, Controller, and Tomas Keane, Director of Codes and Zoning

**Staff Absent:**

Erin Masker, Township Secretary

**Announcements**

Mr. Weimer announced that public input would be considered at the beginning of the meeting for non-agenda items, the public would be given an opportunity to speak on each agenda item, and speakers should state their name and community or city of residence.

**1. Public Input**

Ms. Kelly thanked the Department of Public Works for installing the sign for EAC at the Tannery property and the Story walk.

**2. Approval of Minutes and Notes – April 7, 2026 Regular Meeting Minutes**

*Ms. Ruiz-Smith made a motion seconded by Ms. Kelly to approve the April 7, 2026 Regular Meeting Minutes.*

- **Discussion:** None.
- **Vote:** All in favor, motion passes.

**3. Code, Zoning, and Short-Term Rental Report**

Presented by Mr. Keane, stating the reflected figures were prior to clean-up day and are expected to increase in the next report.

- **Discussion:** Ms. Ruiz-Smith suggested that Savvy Citizen be used next year to remind residents that recycling permits must be renewed annually.

**4. Adoption of Ordinance 163-2026: An Ordinance of Coolbaugh Township, Monroe County, Pennsylvania, Amending the Official Zoning Map of Coolbaugh Township by Rezoning the Parcel Identified as Monroe County Tax Parcel No. 03.7.1.25 and Property Identification No. 03635600069823 from I-Industrial to WC- Woodland Conservation**

*Ms. Ruiz-Smith made a motion seconded by Mr. Weimer to table Ordinance 163-2026.*

- **Discussion:** Ms. Ruiz-Smith stated that substantial information had been presented during the public hearing and that additional due diligence was needed before making a decision. In response to public comments, she stated that she preferred to take additional time to review the information, make a few phone calls, and place the matter on a future agenda.
- **Vote:** All in favor, motion passes.

**5. Adoption of Resolution 09-2026: A Resolution of the Board of Supervisors of the Township of Coolbaugh, Monroe County, Pennsylvania, Amending the Personnel Policy Manual Financial Department Supplement of Coolbaugh Township Adopted Under Resolution 14-2002 by Amending Part 4 Section 403 of the Personnel Policy Manual Financial Department Supplement**

*Mr. Weimer made a motion seconded by Ms. Ruiz-Smith to adopt Resolution 09-2026.*

- **Discussion:** None.
- **Vote:** All in favor, motion passes.

**6. Authorization to Hire Seasonal Parks Maintenance Employee at \$16.00 Per Hour**

*Ms. Rogan made a motion seconded by Mr. Weimer to authorize the hire of William Michael Kish as a seasonal park maintenance employee at \$16.00 per hour.*

- **Discussion:** The Board thanked Ms. Eilber and Mr. Knecht for attending the job fair and conducting the interviews. It was noted that one vacancy remains and that the job fair was a cost-effective advertising method compared to Indeed.
- **Vote:** All in favor, motion passes.

**7. Controller Report**

Presented by Mr. Dixon; discussing the anticipated delivery of the 2027 Western Star vehicle, and expected broom purchase. Mr. Weimer stated that admin is currently drafting a preferred vendor list for emergency situations.

**8. Current Obligations**

• General Fund:	\$ 156,544.50
• Sewer Fund:	\$ <u>18,037.00</u>
Total Disbursements:	\$ 174,581.50

*Ms. Kelly made a motion seconded by Ms. Ruiz-Smith to approve paying the current obligations as presented, in the amount of \$174,581.50.*

- **Discussion:** None.
- **Vote:** All in favor, motion passes.

**9. Business Manager Comments/Updates**

Ms. Eilber stated that she had nothing further for the evening.

**10. Solicitor Comments/Updates**

Solicitor Tuosto thanked the Board for having him and stated that he had no further comments.

**11. Adjournment**

*Ms. Ruiz-Smith made a motion second by Mr. Weimer to adjourn at 7:07pm.*

- **Vote:** All in favor, motion passes.

NEXT BOARD WORK SESSION / MEETINGS:

Meetings are held at the Coolbaugh Township Municipal Building, 5520 Municipal Drive, Tobyhanna, PA 18466.

- Next Regular Board Meeting: Tuesday, May 5, 2026 at 6:00pm.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Erin Masker, Township Secretary

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_  
William Weimer, Chairman

**3/4**



COOL-20-011

April 3, 2026

Coolbaugh Township Board of Supervisors

(via email to Erin Masker, Township Secretary / Administrative Assistant: [emasker@coolbaughtwp.org](mailto:emasker@coolbaughtwp.org))

**RE: I-80-380 LOGISTICS CENTER (145 MARKET WAY)  
"POCONO MOUNTAINS BUSINESS PARK SOUTH, SECTION 2 – LOT #28"  
PERFORMANCE BOND RELEASE REQUEST  
REVIEW #1**

Dear Supervisors,

On March 9, 2026, KCE conducted an inspection of the completed onsite improvements for the above referenced project. The inspection was performed to determine if **Bond 0777877** in the amount of **\$381,235.14** can be released to Logistics Property Company, LLC ("LPC") as requested in their letter dated January 9, 2026.

This Bond covers the following items as noted in the REQUEST FOR RELEASE/REDUCTION OF PERFORMANCE BOND letter, prepared by Russell R. Kresge, Jr., P.E., P.L.S., of KCE, dated November 2, 2021.

Sanitary Sewer	\$86,105.64 x 0.15 =	\$12,915.85
Storm Sewer	\$415,967.58 x 0.15 =	\$62,395.13
Water System	\$238,151.59 x 0.15 =	\$35,722.74
Restoration (Includes Landscaping)	\$279,583.20 x 0.15 =	\$41,937.48
<u>Pond Conversion</u>	<u>\$207,512.67 x 1.10 =</u>	<u>\$228,263.94</u>
Total		\$381,235.14

The following is a breakdown of our findings.

Sanitary Sewer – No issues were observed on the site regarding the sanitary sewer system. I recommend that **100%** for this item be released.

Storm Sewer – Curbing and bituminous paving has settled around many inlets. Also, many inlets still contain temporary filter bags. The settling issues shall be addressed and the filter bags removed. I recommend that **0%** for this item be released.

Water Sewer – No issues were observed on the site regarding the water supply system. I recommend that **100%** for this item be released.

**Engineering firm of choice since 1972**

Restoration (including Landscaping) – One (1) dead Spruce Tree was observed along the northwest access drive. One (1) damaged evergreen was observed on the north side of the entrance sign. There were at least two (2) deciduous trees between the access drive and the parking lot on the south side of the building that were damaged. There are significant areas of washout behind the much of the parking lot curbing, especially in the islands, and embankment slopes throughout the site. The trees shall be replaced, and all disturbed areas shall be stabilized accordingly. I recommend that **50%** of this item be released.

Pond Conversion – Although the outlet structure was converted from a temporary feature to the permanent structure, there was at least one foot of standing water at the bottom of the basin. Evidence was observed that showed long-term stagnation. The outlet structure was partially blocked by debris. No vegetation was established below the water surface. The debris shall be removed from the outlet structure and the bottom of the entire basin drained and stabilized accordingly. I recommend that **10%** for this item be released.

Based on the above findings, the remaining amount of the Bond can be decreased to:

Sanitary Sewer	\$12,915.85 x 0% =	\$0.00
Storm Sewer	\$62,395.13 x 100% =	\$62,395.13
Water System	\$35,722.74 x 0% =	\$0.00
Restoration (Includes Landscaping)	\$41,937.48 x 50% =	\$20,968.74
Pond Conversion	\$228,263.94 x 90% =	\$205,437.55
Total		\$288,801.42

Thus, \$381,235.14 - \$288,801.42 = **\$102,433.72** can be released from this Bond.

Miscellaneous Observations – There are many unsealed pavement joints on the site. Surface runoff from snow melt was observed draining into the joints. Curbing is damaged in many locations (spalling), most likely from snow plowing. Some of the paint lines were faded and almost nonexistent. Snow plow and mower damage is event throughout the site.

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The bond release letter from LPC also requested that **Bond 0777878** in the amount of **\$473,053.00** be released. This Bond covers offsite improvements at the Markey Way / Industrial Park Drive intersection. A POST DEVELOPMENT TRAFFIC ANALYSIS, prepared by Benchmark Civil Engineering Services, Inc., dated August 2022, has been presented that concludes that none of the offsite improvements are necessary at this time.

The Township should determine if this is acceptable and how those offsite improvements may be required to be installed in the future if the occupant of the site would change and lead to a more intensive use.

If you have any questions regarding this project, please do not hesitate to contact me at your convenience.

Sincerely,

**KEYSTONE CONSULTING ENGINEERS, INC.**



Gregory S. Haas, P.E.

c.c. (all via email): Patrick Armstrong, Esquire  
Russ Kresge, KCE  
John Hickey, KCE  
Wil Freve, LPC  
Peter Terry, Benchmark  
Michael Hartman, Schlouch



January 9, 2026

Erin Masker  
Township Administration  
Coolbaugh Township Municipal Center  
5520 Municipal Drive  
Tobyhanna, PA 18466

**Re: I-80-380 Logistics Center (145 Market Way)  
Performance Bond Release Request**

Dear Ms. Masker,

Logistics Property Company, LLC ("LPC") respectfully requests that Coolbaugh Township release the following bonds associate with the project at 145 Market Way:

**Bond 0777877 for onsite sitework in the amount of \$381,235.14**

\$ 4,722,682.40 – Original bond amount  
(\$ 4,341,447.26) – Previously release by the Township Board  
**\$ 381,235.14 – Remaining bond amount**

All site work covered by this bond (onsite earthwork, erosion control, utilities, and paving) has been completed and inspected by the Township.

**Bond 0777878 for offsite work in the amount of \$473,053.00**

Note that this bond covers offsite roadway work at the Market Way / Industrial Park Drive intersection including:

- Geometric intersection improvements including a NB right-turn lane on Industrial Park Drive.
- Traffic signal optimization at several surrounding intersections.
- The construction of a Traffic signal at the Market Way / Industrial Park Drive intersection.

Note that both the geometric improvements and signal optimization scopes were completed in 2021. The proposed traffic signal was not installed due to a failure to meet PennDOT traffic warrants and obtain signal approval. The site has been fully leased for five years, and the project has only produced roughly 10% of the traffic required to

**Logistics Property Company, LLC**  
191 North Wacker Drive, Suite 1700  
Chicago, IL 60606

[wfreve@logisticspropco.com](mailto:wfreve@logisticspropco.com)  
+1 708 667 6913 -- Direct  
+1 630 452 9516 -- Mobile

warrant the proposed signal. Given the exceedingly low probability that this signal will ever be warranted, and the fact that we have been maintaining this bond for five years at an annual premium of over \$9,000, we feel it appropriate to request a release of this security.

To facilitate the release of these bonds, please return the original bond forms to my attention and provide written confirmation of the Township's intent to cancel or release the bonds. Please note that my work address has changed since our last correspondence.

If you require any additional information, please don't hesitate to contact me at 708-667-6913, or at [wfreve@logisticspropco.com](mailto:wfreve@logisticspropco.com).

Best regards,



Wil Freve  
Executive Vice President  
National Head of Construction

wf/enclosures

cc: C. Mikos (LPC)

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LAND N/F  
HEATHER L. SIMPSON  
DEED BOOK 2491, PAGE 7490  
PARCEL ID 03.89829

LAND N/F  
THEODORE LYZENGA  
DEED BOOK 2631, PAGE 4984  
PARCEL ID 03.89830

LAND N/F  
LEON F. MACHIN AND  
DILSA P. MACHIN  
DEED BOOK 1182, PAGE 244  
PARCEL ID 03.7.1.23-6

LAND N/F  
FELIX J. CODRINGTON AND  
ANTOINETTE D. CODRINGTON  
DEED BOOK 1457, PAGE 3337  
PARCEL ID 03.7.1.23-2

LAND N/F  
LEON F. MACHIN AND  
DILSA P. MACHIN  
DEED BOOK 1182, PAGE 244  
PARCEL ID 03.7.1.23-5

LAND N/F  
POCONO MOUNTAINS INDUSTRIES IN  
DEED BOOK 2072, PAGE 3565  
PARCEL ID 03.96054


LAND N/F  
POCONO MOUNTAINS INDUSTRIES IN  
DEED BOOK 2072, PAGE 3565  
PARCEL ID 03.96055

Zoning District	Minimum Lot Dimensions				Minimum Setbacks				Maximum Building Height (feet)	Maximum Coverage	
	Area	Width (feet)	Depth (feet)	Front (feet)	Side (feet)	Rear (feet)	Yard (feet)	Building		Lot	
R-1	2.0 acres	200	350	40	20	50	35	10'	10%	15%	

**CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGMENT OF PLAN:**

COMMONWEALTH OF PENNSYLVANIA,  
COUNTY OF MONROE.

ON THIS 17<sup>th</sup> DAY OF MARCH, 2023, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED STEVEN DUJ, BOTH DEPOSE AND SAY THAT HE IS THE OWNER OF THE PROPERTY SHOWN AND DEPICTED ON THIS PLAN, THAT THE MINOR SUBDIVISION PLAN THEORETICALLY WAS MADE AT HIS DESIRE, THAT HE ACKNOWLEDGES THE SAME TO BE BY HIS OWN ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED ACCORDING TO LAW.

STEVEN DUJ  
  
 NOTARY PUBLIC OR OFFICER

**REQUIRED PERMIT CERTIFICATION:**

COMMONWEALTH OF PENNSYLVANIA,  
COUNTY OF MONROE.

ON THIS 17<sup>th</sup> DAY OF MARCH, 2023, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED STEVEN DUJ, BOTH DEPOSE AND SAY THAT HE IS THE OWNER OF THE PROPERTY SHOWN AND DEPICTED ON THIS PLAN, WHEREBY CERTIFY THAT HE, HIS HEIR OR ASSIGNS WILL FULFILL ALL REQUIREMENTS AND OBTAIN ALL PERMITS AS REQUIRED BY ANY AND ALL LOCAL, STATE OR FEDERAL AGENCIES AND ALSO ACKNOWLEDGE AND REALIZE THAT IF THE SAID PERMITS ARE NOT OBTAINED AS REQUIRED AND ALL APPROVALS GIVEN BY COOLBAUGH TOWNSHIP WILL BECOME NULLIFIED AND BE VOIDABLE WITH NO FURTHER ACTION ON THE PART OF THE TOWNSHIP.

STEVEN DUJ  
  
 NOTARY PUBLIC OR OFFICER

**COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS**

**CERTIFICATE OF REVIEW AND APPROVAL:**

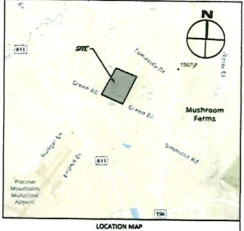
AT A PUBLIC MEETING HELD ON 30 THE BOARD OF SUPERVISORS OF COOLBAUGH TOWNSHIP REVIEWED AND BY A MOTION, DULY CARRIED, DOES HEREBY APPROVE OF THE SAID MINOR SUBDIVISION PLAN FOR THE PROPERTY OF STEVEN DUJ AS SHOWN HEREON.

CHAIRPERSON \_\_\_\_\_  
 SUPERVISOR \_\_\_\_\_  
 SECRETARY \_\_\_\_\_  
 COUNTY APPROVAL/REVIEW BLOCK  
 REVIEWED BY MONROE COUNTY PLANNING COMMISSION.  
 COUNTY PLANNING COMMISSION \_\_\_\_\_

**CERTIFICATE OF ACCURACY, COMPLETENESS AND RESPONSIBILITY:**

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS ALL RELATED DRAWINGS AND DOCUMENTS SUBMITTED HEREBY ARE TRUE AND CORRECT TO THE ACCURACY AND COMPLETENESS REQUIRED BY THE COOLBAUGH TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS AND/OR THE COOLBAUGH TOWNSHIP ZONING ORDINANCES AND WERE PREPARED BY ME UNDER MY DIRECT SUPERVISION AND FOR WHICH I ACCEPT FULL AND COMPLETE RESPONSIBILITY.

*Thomas Simala*  
 DATE 03-17-23  
 TOWNSHIP SUPERVISOR



- SUBDIVISION NOTES:**
- All lots shown on this plan are subject to the rules and regulations contained in Chapter 400, Zoning.
  - Wells shall be developed in accord with the current standards of the Pennsylvania Department of Environmental Protection and Coolbaugh Township and Township approval of this plan in no way certifies or guarantees the quality or capacity of any well.
  - No certificate of compliance pursuant to Chapter 400, Zoning, shall be issued for any dwelling or building to be used or occupied, until such time as all improvements required to service and provide access to said dwelling or building have been installed by the developer and approved by the Township.
  - In cases where the requirements for average planning is waived by the Township, the lot(s) shown on this plan have not been approved for any type of average disposal, based upon the representation by the developer that the lot(s) will be used for the purposes other than a dwelling, commercial establishment, or any use which generates wastewater. The development of the lot(s) for any such purpose shall require a sewage permit and other applicable approvals by the Township.
  - The approval of this plan by the Township Supervisors shall not in any manner be construed to be or to constitute an approval of compliance by the developer with statutes or regulations promulgated by any state or federal agencies relating to wetlands existing on the subdivision. The Township shall have no liability or responsibility to the purchaser or to any other regulations with respect to the subdivision or any lands contained therein.
  - A statement disclosing the status of any mineral, oil, gas, or other similar subsurface agreement of lease, agreement, or sale along with the record book and page number as recorded in the County Recorder of Deeds Office, if none exists, a statement to that effect.

- GENERAL NOTES:**
- TOTAL LOT AREA: 15.956 acres
  - CERTIFICATION INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY, LENDING INSTITUTIONS AND ASSIGNEES. CERTIFICATIONS ARE NOT TRANSFERABLE.
  - THE EXISTENCE OF RIGHT OF WAY AND/OR EASEMENT UNDETERMINED GROUND OF RECORD, IF ANY, NOT SHOWN ARE NOT CERTIFIED.
  - THERE WERE NO NATURAL STREAMS OR WATERCOURSES VISIBLE AT THE TIME OF THE FIELD SURVEY.
  - ENCLOSUREMENTS AND VAULTS, IF ANY, BELOW SURFACE NOT SHOWN HEREON.
  - THE OFFSETS SHOWN ARE NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE, FENCE, FURNACE ADDITIONS, ETC.
  - WETLANDS AS SHOWN ARE SUPERIMPOSED FROM THE NATIONAL WETLANDS INVENTORY MAP AND ARE UNDER AND SUBJECT TO CERTAIN RULES AND REGULATIONS AS GOVERNED BY THE ARMY CORP. OF ENGINEERS AND THE PA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
  - SUBJECT PROPERTY IS NOT LOCATED WITHIN ANY FLOOD ZONE AS PER FEMA COMMUNITY PANEL 4-00692012E DATED 05/02/2013.

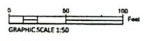
- REFERENCES:**
- DEED BOOK 2626, PAGE 630.
  - SUBDIVISION MAP OF GREEN ROAD ESTATE, RECORDED IN BOOK 47 AT PAGE 113.
  - SUBDIVISION MAP OF SIMPSON'S GLEN, RECORDED IN BOOK 47 AT PAGE 160.

TS LAND SURVEYING PC  
 632 MAIN STREET, SUITE 212  
 STRYDOMBIC, PENNSYLVANIA 18360  
 TEL: (717) 279-8344  
 E-MAIL: INFO@TSLPC.COM

MINOR SUBDIVISION OF LAND OF  
 STEVEN DUJ  
 7199 GREEN ROAD, TOWNSHIP, PA 18446  
 PARCEL ID: 03.7.1.23-2  
 TOWN OF COOLBAUGH  
 COUNTY OF MONROE, STATE OF PENNSYLVANIA

SUBMITTED BY: S.A. DATE: 03-10-2023  
 DRAFTED BY: G.L. DATE: 03-20-2023  
 CHECKED BY: T.S. DATE: 03-20-2023

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S EMBOSSED SEAL AND SIGNATURE SHALL NOT BE CONSIDERED TO BE A TRUE AND VALID COPY.





## COOLBAUGH TOWNSHIP Planning Commission

5520 Municipal Drive, Tobyhanna, PA 18466  
570-894-8490 Fax 570-894-8413  
www.coolbaughtwp.org

To: Coolbaugh Township Board of Supervisors

From: Coolbaugh Township Planning Commission

Date: April 15, 2026

Subject: Steven Ou Minor Subdivision Conditional Plan Approval Recommendation (2199 Green Road, Tobyhanna)

.....

Dear Coolbaugh Township Board of Supervisors:

At their meeting on Tuesday April 14, 2026, the Coolbaugh Township Planning Commission recommended that the Board of Supervisors consider granting conditional approval of the Minor Subdivision Plan for property owner(s) Steven Ou, conditioned on SALDO comments #1,2,3,5, & 6 and General comment #1 of Township Engineer Greg Haas's letter dated April 10, 2026. (SALDO comment #4 has already been addressed)

It was also advised that if the plans are noted as an unbuildable lot, and the non-buildable documentation is completed with the Township SEO, there would be no recreation fees or fee in lieu of required, as this would not be considered a buildable dwelling unit. (reference SALDO comment #6)

Thank you for your consideration of our recommendation.

Sincerely,  
Coolbaugh Township Planning Commission



COOL-26-003

April 10, 2026

Coolbaugh Township Planning Commission (via email to Erin Masker)

**RE: MINOR SUBDIVISION PLAN OF LANDS OF STEVEN OU  
REVIEW #2**

Dear Planners,

I have reviewed the above-referenced submission which included the following information.

- Plan titled "MINOR SUBDIVISION OF LANDS OF STEVEN OU – 2199 GREEN ROAD", prepared by TS LAND SURVEYING PC, dated September 26, 2025, sheet 1 of 1 ("Plan")

The submitted items were reviewed for compliance with the applicable requirements of the following ordinances.

- **Chapter 355. Subdivision and Land Development**, adopted by the Board of Supervisors of the Township of Coolbaugh on February 5, 2013, with Amendments noted where applicable (SALDO)
- **Chapter 400. Zoning**, adopted by the Board of Supervisors of the Township of Coolbaugh on February 5, 2013, with Amendments noted where applicable (ZO)

My review comments are as follows:

**CHAPTER 355. SUBDIVISION AND LAND DEVELOPMENT COMMENTS**

1. SALDO – Section 355-17.E., Section 355-28.A.(25), Section 355-28.C.(1), Section 355-53.H., and Section 355-53.M. - A **Sewage Facilities Planning Module** must be approved by the Pennsylvania Department of Environmental Protection (PA DEP) for this subdivision. Locations of all soil test pits and percolation tests shall be shown and labeled on the Plan. Copies of the approval letter and final supporting documentation shall be provided to the Township for review. The Applicant shall contact the Township Sewage Enforcement Officer (S.E.O.) regarding this comment.

A Planning Waiver and Non-Building Declaration has been submitted by the Applicants to waive all sewage planning and note 4 added to the Plan. Section B of the Request for Planning Waiver and Non-Building Declaration is incomplete. The Township S.E.O. should be consulted regarding this Planning Waiver.

2. SALDO – Section 355-28.A.(18) and Section 355-28.A.(26) – The **existing well** shall be labeled on the Plan. The approximate **water line** location shall also be shown and labeled on the Plan. Comment remains.
3. SALDO – Section 355-28.A.(19) and Section 355-60. – Any **wetlands** located within the overall property shall be delineated by a Wetlands Scientist and shown and labeled on the Plan. “If no wetlands are present, a certification to such effect shall be provided by the Applicant.” If wetlands are present, then the language within Section 355-28.B.(7) shall be added to the Plan. Wetlands are now shown on the but have been superimposed onto the plan based on the National Wetlands Inventory Map and not provided by a Wetlands Scientist. The notes from Section 355-28.B.(7)(a) and 355-28.B.(7)(b) shall be added to the plan.
4. SALDO – Section 355-28.A.(22) – **Existing contour lines** shall be shown and labeled on the Plan.
5. SALDO – Section 355-28.B.(10) – The language required in this section regarding **mineral, oil, gas, and other similar subsurface materials** shall be added to the Plan. Note #6 has been added to the plan, however the statement provided does not specifically list whether or not any mineral, oil gas or other subsurface agreements exist.
6. SALDO – Section 355-61. – **Residential common open space area** shall be proposed, or a **recreation fee** shall be paid for the new proposed residential lot being created by this Plan. Comment remains.

#### **GENERAL COMMENTS**

1. General – Copies of **draft Deeds** for the two proposed lots should be provided for review.

If you have any questions regarding this project, please do not hesitate to contact me at your convenience.

Sincerely,

**KEYSTONE CONSULTING ENGINEERS, INC.**



Gregory S. Haas, P.E.

c.c. (all via email): Patrick Armstrong, Esquire  
Michael Tuosto, Esquire  
Tomas Keane, Director of Codes & Zoning  
Jake Schray, S.E.O., Hanover Engineering  
Tomasz Suwala, P.L.S.

6

To: Coolbaugh Township Board of Supervisors

From: Coolbaugh Township Parks and Recreation Commission

Date: Wednesday April 29, 2026

**Re: Wyoming Valley Adult Baseball Association Field Usage  
Recommendation**

---

Dear Coolbaugh Township Board of Supervisors,

The Coolbaugh Township Parks and Recreation Commission recommends denying Wyoming Valley Adult Baseball Association request for usage of the Volunteer Field every Saturday night May 2, 2026, thru August 22, 2026 6:30 PM to 9:30 PM. Request denied based on Tobyhanna Athletic Association's current usage schedule.

Thank you for your consideration of our recommendation and for your continued support.

Sincerely,

Coolbaugh Township Parks and Recreation Commission

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**Coolbaugh Township Volunteer Fire Company**

Organized October 19<sup>th</sup>, 1948

652 Laurel Dr. – Tobyhanna, PA 18466

[www.coolfire25.com](http://www.coolfire25.com)

MONROE COUNTY FIREMENS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS  
THE FIREMENS ASSOCIATION OF THE STATE OF  
PENNSYLVANIA

NATIONAL VOLUNTEER FIRE COUNCIL  
PENNSYLVANIA ASSOCIATION OF ARSON  
INVESTIGATORS  
INTERNATIONAL ASSOCIATION OF ARSON

12/11/2025

To the Board of Supervisors:

The Coolbaugh Township Volunteer Fire Company would like to ask permission for DPW to complete the following work at the fire company properties during the next year 2026:

- |                                                                      |                                                                |
|----------------------------------------------------------------------|----------------------------------------------------------------|
| Add additional footers at the fire academy                           | Clean up around pond, help plant trees                         |
| Concrete work at the fire academy                                    | Dredge the pond                                                |
| Miscellaneous usage of heavy equipment to move props at fire academy | Replace the pipes leading to pond                              |
| Moving and rolling stone                                             | Install conduit at station 2 for sign                          |
| Helping rig the crane for addition of containers                     | Fill in trench to sign add seed                                |
| Mow the 196 property (443 Route 196)                                 | Smooth out the Traffic incident Management course at Station 1 |

Although a pretty inclusive list, we may have forgotten a couple of things and would appreciate the opportunity to save the taxpayers money so the fire company does not have to pay contractors to complete this work.

We thank you for your consideration in approving this to help your volunteers out. All of these will of course be when time allows DPW to fit in their schedule.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Keane", with a long horizontal flourish extending to the right.

Tomas Keane, President Coolbaugh Township Volunteer Fire Company

9

**Coolbaugh Township  
Resolution # 10-2026  
GTRP – Authorized Official Resolution**

**Be it RESOLVED**, that Coolbaugh Township of Monroe County hereby requests a Greenways, Trails and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for the Coolbaugh Township Municipal Park Revitalization Project – Phase 1.

**Be it FURTHER RESOLVED**, that the Applicant does hereby designate Meredith Thompson, Business Manager and William Weimer, Chairman of the Board as the official(s) to execute all documents and agreements between Coolbaugh Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, \_\_\_\_\_, duly qualified Secretary of Coolbaugh Township, Monroe County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Coolbaugh Township Board of Supervisors at a regular meeting held \_\_\_\_\_, and said Resolution has been recorded in the Minutes of Coolbaugh Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Coolbaugh Township, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COOLBAUGH TOWNSHIP  
BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
Erin Masker, Township Secretary

\_\_\_\_\_  
William Weimer, Chairman

\_\_\_\_\_  
Alma I. Ruiz-Smith, Vice Chair

\_\_\_\_\_  
Clare Colgan, Supervisor

\_\_\_\_\_  
Alma I. Ruiz-Smith, Supervisor

\_\_\_\_\_  
Cara Rogan, Supervisor

**11**



# Coolbaugh Township Volunteer Fire Company

Organized October 19<sup>th</sup>, 1948

652 Laurel Dr. – Tobyhanna, PA 18466

[www.coolfire25.com](http://www.coolfire25.com)

MONROE COUNTY FIREMENS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS  
THE FIREMENS ASSOCIATION OF THE STATE OF PENNSYLVANIA

NATIONAL VOLUNTEER FIRE COUNCIL  
PENNSYLVANIA ASSOCIATION OF ARSON INVESTIGATORS  
INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATOR

5/1/2026

To the Board of Supervisors:

The Coolbaugh Township Volunteer Fire Company would like to request the release of the stipend for 2026 in the amount of \$165,000.00 as well as a release of the tax funds in the amount of \$150,000 for the annual rescue payment. We look forward to an exciting year of finishing up some capital projects as well as the fire academy expansion putting Coolbaugh on the map for a state of the art training facility that should make you all proud to support.

Thank you!!

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Keane", with a long horizontal flourish extending to the right.

Tomas Keane

President, Coolbaugh Township Volunteer Fire Company

**12**

**COOLBAUGH TOWNSHIP  
CASH DISBURSEMENTS REPORT  
MAY 05,2026**

<b>DATE</b>	<b>CK #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
4/22/2026		Payroll	\$ 59,000.00
5/5/2026		General Fund	\$ 396,930.54
5/5/2026		<b>Total General Fund</b>	<b>\$ 455,930.54</b>
5/5/2026		Sewer Fund	\$ 25,395.62
5/5/2026		<b>Total Sewer Fund</b>	<b>\$ 25,395.62</b>
5/5/2026		Escrow Fund	\$ 5,912.25
5/5/2026		<b>Total Escrow Fund</b>	<b>\$ 5,912.25</b>
5/5/2026		<b>TOTAL DISBURSEMENTS</b>	<b>\$ 487,238.41</b>

0

**CASH TRIAL BALANCE AS OF MAY 05, 2026**

General Fund Checking	\$ 74,763,856.69
American Rescue Plan	1,629,555.03
Payroll Checking	5,882.53
Rainy Day Fund Savings	1,015,916.89
<b>Total General Fund</b>	<b>\$ 77,415,211.14</b>
Fire Tax/Coolbaugh Twp VFD	325,977.22
Fire Tax- Volunteer Fire Departments	101,299.50
Fire Tax- Coolbaugh Fire Building Fund	1,036,612.85
<b>Total Fire Fund</b>	<b>\$ 1,463,889.57</b>
EMS	88,049.93
<b>Total EMS Fund</b>	<b>\$ 88,049.93</b>
Sewer Fund Checking	9,968.66
Sewer PennVest Checking	58.42
<b>Total Sewer Fund</b>	<b>\$ 10,027.08</b>
Capital Projects Fund Checking	17,150.39
<b>Total Capital Projects Fund</b>	<b>\$ 17,150.39</b>
Emerg. Services Fund Money Market	211,269.07
Emerg. Services Fund Checking	21,928.62
<b>Total Emergency Services Fund</b>	<b>\$ 233,197.69</b>
Liquid Fuels Fund Checking	608,408.30
<b>Total Liquid Fuels Fund</b>	<b>\$ 608,408.30</b>
Escrow Fund Checking	656,716.99
Escrow Fund Clarius Checking	63,138.96
<b>Total Escrow Fund</b>	<b>\$ 719,855.95</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 80,555,790.05</b>

## List of Bills

## GENERAL FUND CHECKING

Meeting Date: 05/05/2026 For bills from 04/22/2026 to 04/29/2026

Check#	Vendor	PO	Description	Amount	Check Total
13098	AIRGAS USA,LLC	28621	SUPPLIES	153.04	153.04
13099	ALLSTATE SEPTIC SYSTEM,LLP	28615	PARK	750.00	750.00
13100	AMAZON CAPITAL SERVICES	28578	ZIP TIES	36.84	
		28618	DRAIN CLEANER MACHINE	639.89	676.73
13101	AMERICAN UNITED LIFE INS. CO.	28599	MAY	1,534.59	1,534.59
13102	AUTO PARTS OF MT POCONO	28559	AIR FILTER OES CHEVY	106.91	
		28586	HORN TRUCK#9	28.25	
		28600	544P LOADER PART	63.61	
		28601	LOADER PART	83.86	
		28604	AIR FILTER LOADER	83.86	366.49
13103	CANON FINANCIAL SERVICES,INC.	28563	COPIER	189.50	189.50
13104	CENTRAL JERSEY EQUIPMENT	28602	SEAL ZERO TURN MOWER	29.93	29.93
13105	CINTAS -	28619	FIRST AID CABINET	457.07	457.07
13106	CINTAS CORPORATION	28565	SHOP TOWELS/UNIFORMS	108.56	
		28566	UNIFORMS	42.49	
		28607	UNIFORMS	42.49	
		28608	SHOP TOWELS/UNIFORMS	508.04	701.58
13107	CINTAS FIRE PROTECTION	28594	FIRE EXTINGUISHER	4,793.93	4,793.93
13108	CLASSIC QUALITY HOMES	28624	LOT 6132 SEC N CHEROKEE TRAIL	450.00	450.00
13109	CURTIN & HEEFINER LLP	28570	ENCROACHMENT APPEAL	25.00	25.00
13110	DALEVILLE ACE HARDWARE	28588	DPW SOAP	79.94	79.94
13111	ERIN MASKER	28580	MILEAGE	176.96	176.96
13112	FIVE STAR EQUIPMENT,INC.	28585	LOADER 544	524.01	
		28622	FITTINGS	127.50	651.51
13113	HANOVER ENGINEERING ASSOC.,INC.	28609	SEO	8,412.18	8,412.18
13114	HIGHMARK BLUE SHIELD	28581	MAY	52,485.24	52,485.24
13115	HOURIGAN KLUGER & QUINN	28593	GENERAL	588.00	588.00
13116	INTERSTATE BILLING SERVICE	28560	STARTER MOTOR/LED MODULE- VOLVO	632.77	
		28603	HOSE/FILTER VOLVO#1	301.38	934.15
13117	KCE KEYSTONE CONSULTING ENGINEERS	28558	MEETINGS/LANDSTON/ ROAD MATTERS/FIRE CO/	9,539.89	9,539.89
13118	KEVIN BEEHLER	28613	BOOT ALLOWANCE	130.01	130.01
13119	LOURDES APONTE	28625	PSATS 2026	244.06	244.06
13120	NAPA AUTO PARTS	28587	CLEANING FLUIDS ALL TRUCKS	67.24	67.24
13121	P P & L	28573	43281-27004 MUNICIPAL CENTER	2,935.57	
		28574	89631-95000 IND'L DRIVE	32.40	
		28575	RTE 611	94.35	
		28582	89343-21023 SPEED LIMITSIGN	26.69	
		28583	54691-27003 DPW	625.04	
		28591	88900-24001 GARAGE	36.70	
		28592	36034-04005 ECHO LAKE	45.10	
		28598	39910-23005 196	62.75	3,858.60
13122	P P & L	28612	07251-41006 RESTROOMS	16.82	
		28614	51540-24008 196	30.33	47.15
13123	PENNSYLVANIA AMERICAN WATER CO	28569	GARAGE/FIRE HYDRANTS/MUNICIPAL CENTER	2,503.39	2,503.39
13124	POCONO MOUNTAIN REGIONAL EMS	28556	MAY	10,000.00	10,000.00

List of Bills continued...

Check#	Vendor	PO	Description	Amount	Check Total
13125	POCONO MOUNTAIN REGIONAL POLICE DEP	28557	MAY	288,874.05	288,874.05
13126	PRIMO BRANDS	28590	BOTTLE WATER	132.27	132.27
13127	S & H SUPPLY CO., INC.	28561	PARK Well PUMP- CREDIT #012897	917.72	
		28562	PARK WELL PUMP PROJECT	1,361.30	
		28589	PARK PUMP	40.23	
		28595	PARK SEWER PUMP	525.35	
		28596	PARK SEWER PUMP	20.26	
		28597	BLK WIRE TIRE	245.00	3,109.86
13128	SUBURBAN PROPANE	28568	DIESEL	3,048.48	3,048.48
13129	TRAISR,LLC	28564	Permit System	1,300.00	1,300.00
13130	WILKES-BARRE MATERIALS	28623	COLD PATCH	619.70	619.70
<b>Totals</b>				<b>396,930.54</b>	<b>396,930.54</b>

Total By Account

Account	Description	Current Yr	Approp. Yr	Other	Credit
01.101.000	GENERAL FUND CHECKING			-	396,930.54
01.362.000	PUBLIC SAFETY			450.00	
01.400.000	GENERAL GOV'T	9,043.03			
01.404.000	LAW	613.00			
01.408.000	ENGINEER	2,415.38			
01.409.000	BUILDING & PLANTS	10,201.17			
01.410.000	POLICE	288,874.05			
01.411.000	FIRE	2,317.62			
01.412.000	AMBULANCE / RESCUE	10,000.00			
01.413.000	SEO / BUILDING CODE	8,412.18			
01.414.000	ZONING OFFICE	1,300.00			
01.430.000	DPW-HIGHWAYS ROADS STREETS	10,463.51			
01.432.000	DPW-SNOW & ICE REMOVAL	619.70			
01.433.000	DPW-TRAFFIC SIGNS STREET SIGN	291.62			
01.437.000	DPW-REPAIR OF TOOLS & MACHINER	2,049.32			
01.454.000	PARKS	4,292.64			
01.487.000	EMPLOYEE BENEFITS	45,587.32			
<b>Totals</b>		<b>396,480.54</b>		<b>- 450.00</b>	<b>396,930.54</b>

Total By Fund

Fund	Amount
01 - GENERAL FUND	396,930.54

### List of Bills

#### CHECKING

Meeting Date: 05/05/2026 For bills from 04/22/2026 to 04/29/2026

Check#	Vendor	PO	Description	Amount	Check Total
3606	AMAZON CAPITAL SERVICES	28617	OIL GEAR	136.44	136.44
3607	COMMONWEALTH OF PA	28576	P24001544-429 -APRIL/MAY	1,930.70	1,930.70
3608	ENVIRONMENTAL SERV. CORP.	28577	4/18/2026 SLUDGE REMOVAL	574.00	574.00
3609	MAIN POOL & CHEMICAL CO	28605	ALUMINUM SOLUTION	1,212.00	1,212.00
3610	Microbac Laboratories, Inc.	28610	04/13 Testing	248.31	
		28611	04/14 TESTING	248.31	
		28616	04/15 TESTING	248.31	744.93
3611	NORTH END ELECTRIC	28579	REPAIRS TO REACTOR	3,637.24	
		28606	Pump REPAIR	7,178.20	
		28620	PUMP INSPECTION	175.00	10,990.44
3612	NORTHEAST CHEMICAL& SUPPLY CO.,INC.	28571	SODA ASH	1,518.20	1,518.20
3613	P P & L	28572	26491-26001 WWTP	7,904.61	
		28584	04090-21003 PUMP STA	264.30	8,168.91
3614	YOUNG & HAROS,LLC	28567	WALMART	120.00	120.00
<b>Totals</b>				<b>25,395.62</b>	<b>25,395.62</b>

#### Total By Account

Account	Description	Current Yr	Approp. Yr	Other	Credit
08.101.000	CHECKING			-	25,395.62
08.269.500	PENNWORKS 2008 GOB			1,849.04	
08.429.200	SUPPLIES	2,866.64			
08.429.314	PROFESSIONAL FEE SOLICITOR	120.00			
08.429.361	ELECTRIC	8,168.91			
08.429.374	MAINT/REPAIR EQUIPMENT	10,990.44			
08.429.451	OUTSIDE LAB TESTING	744.93			
08.429.452	SLUDGE HAULING	574.00			
08.472.106	PENNWORKS INTEREST LN #99900048	81.66			
<b>Totals</b>		<b>23,546.58</b>	<b>-</b>	<b>1,849.04</b>	<b>25,395.62</b>

#### Total By Fund

Fund	Amount
08 - SEWER FUND	25,395.62

## List of Bills

### ESCROW FUND CHECKING

Check#	Vendor	PO	Description	Amount	Check Total
1408	KCE KEYSTONE CONSULTING ENGINEERS	28558	MEETINGS/LANDSTON/ ROAD MATTERS/FIRE CO/	5,912.25	5,912.25
<b>Totals</b>				<b>5,912.25</b>	<b>5,912.25</b>

#### Total By Account

Account	Description	Current Yr	Approp. Yr	Other	Credit
85.101.000	ESCROW FUND CHECKING			-	5,912.25
85.250.328	TOBYHANNA DEVELOPMENT - 1545 PROSPECT ST			2,400.00	
85.250.340	LPC (FORMERLY RIDGE DEVELOPMENT)			920.25	
85.250.351	BEJODDY - LOT CONSOLIDATION			36.00	
85.250.354	OU - SUBDIVISION PLAN			108.00	
85.250.362	RED ROCK CAPITAL - SKETCH PLAN REVEIEW			36.00	
85.250.363	EVERGREEN FARMS - TEXT AMENDMENT			36.00	
85.250.366	SARINELLI - SUBDIVISION PLAN			2,304.00	
85.250.458	LANDSTON EQUITIES LLC			72.00	
<b>Totals</b>		-	-	<b>5,912.25</b>	<b>5,912.25</b>

#### Total By Fund

Fund	Amount
85 - ESCROW	5,912.25



2



# Cohen Law Group

PRIVILEGED ATTORNEY-  
CLIENT COMMUNICATION

November 18, 2024

Meredith Thompson  
Business Manager  
Coolbaugh Township  
5520 Municipal Drive  
Tobyhanna, PA 18466

***RE: Executive Summary of Cable Franchise Agreement with Blue Ridge***

Dear Meredith:

I am pleased to inform you that we have reached tentative agreement with Blue Ridge regarding a cable franchise for the Township of Coolbaugh. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the “Agreement”) negotiated with Bob Miller of Blue Ridge. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Township Board of Supervisors.

**1. Franchise Fees (Sections 1(p) and 6)**

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator’s “gross revenues” for cable services provided within the Township. The Township currently assesses a three percent (3%) fee on other cable operators and this remains the same in the Agreement. The definition of “gross revenues” in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Township’s franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a “catch all” item to capture any other future revenue sources that are not foreseeable.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Township’s franchise fees, the Agreement otherwise is intended to maximize the Township’s franchise fee revenue duly noting that the Township has elected to impose three percent (3%) rather than five percent (5%). Please note that all franchise fees are passed through to Blue Ridge cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Township on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Township to conduct an independent audit of Blue Ridge's records to determine whether Blue Ridge has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Blue Ridge must pay the underpaid amount plus "interest from the due date equal to the then-current prime rate of interest as published by *The Wall Street Journal*" on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by five percent (5%) or more, then Blue Ridge also must contribute up to \$3,000 toward the cost of the audit.

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

## **2. Customer Service Standards (Section 4)**

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Blue Ridge to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Blue Ridge may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;
- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

### **3. Right-of-Way Protections (Section 3)**

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

### **4. Reporting Requirements (Sections 5.7 and 6.3)**

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

Second, upon written request, Blue Ridge must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Blue Ridge's operation of the cable system that is within Blue Ridge's control and requires a corrective measure. In addition, and upon request, the Township may obtain from Blue Ridge specific information regarding service repair requests and service interruptions.

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

### **5. Cable System Requirements and Service Area (Section 3)**

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

Furthermore, the Agreement requires that Blue Ridge make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 175 feet from Blue Ridge's main distribution line is considered a "dwelling unit." Upon Township request, Blue Ridge must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Blue Ridge must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

## **6. Services to Community Facilities (Section 7.1 and Exhibit A)**

The Agreement requires Blue Ridge to provide Basic level television service to various public buildings, including the Township Municipal Building, schools, fire companies, public works buildings, and water and sewer authorities, if requested by the Township. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 (“Order”) has injected a major new restriction that previously did not exist. The Order states that “costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.<sup>1</sup>

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the “marginal cost” value of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) terminate the service to certain buildings and reduce franchise fees by the value of the reduced service. These options are reflected in Section 7.1 of the Agreement. The Township will then have 30 days to notify Blue Ridge of its decision to opt for either (1), (2), or (3) above with respect to each facility. The Agreement also reserves the right for the Township to change any Public Building designated to receive such service upon 90 days’ written notice to Blue Ridge, so long as the Public Building is within 125 feet of existing Blue Ridge cable distribution plant.

## **7. Liquidated Damages for Violations (Section 8.2)**

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

## **8. Length of Franchise Term (Section 2.2)**

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Blue Ridge, this is 10 years.

## **9. Competitive Equity Provision (Section 2.6)**

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. In order to address such competition, cable operators

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<sup>1</sup> For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

often require the inclusion of language addressing the prospect of another cable operator providing cable services in the Township in the future. The competitive equity provision negotiated with Blue Ridge states that, if the Township grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Blue Ridge, then Blue Ridge may request an amendment to this Agreement to include such favorable terms. Only if the Township agrees with Blue Ridge that there is a lack of competitive equity will the Township and Blue Ridge enter into discussions to amend the Agreement. This provision keeps control with the Township and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations. This language mirrors that in the Township's Comcast franchise agreement.

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

Sincerely yours,

*Phillip M. Fraga*

Phillip M. Fraga

**Coolbaugh Township, Monroe County**  
**Ordinance #164-2026**

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**TOWNSHIP OF COOLBAUGH**

**AND**

**BLUE RIDGE CABLE TECHNOLOGIES, INC.**

With assistance from:

Cohen Law Group  
413 South Main Street - Third Floor  
Pittsburgh, PA 15215  
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## CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between the Township of Coolbaugh, a municipality located in Monroe County, Pennsylvania (hereinafter referred to as the “Township”) and Blue Ridge Cable Technologies, Inc. (hereinafter referred to as “Blue Ridge”).

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

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

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

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

**WHEREAS**, the Township has determined that Blue Ridge has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) FCC - Federal Communications Commission.

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

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

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

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

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

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

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Blue Ridge agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"). Notwithstanding the foregoing, nothing herein shall be interpreted to enlarge the Township's right to collect Franchise Fees beyond the authority granted to the Township by the Cable Act. The Township acknowledges that revenues from advertising and home shopping channels are received based on zip codes that do not conform to Township boundaries. For the purpose of calculating Franchise Fees, these revenues will be prorated among franchise authorities based on the number of subscribers within each.

(q) HD - High definition format.

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

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

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

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

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

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

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

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

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

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

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

### **2.1 GRANT OF AUTHORITY**

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

## **2.2 TERM OF FRANCHISE**

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

## **2.3 REPRESENTATIONS AND WARRANTIES**

Blue Ridge represents, warrants and acknowledges that, as of the Effective Date:

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

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

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

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

## **2.4 NON-EXCLUSIVITY**

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

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

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

## **2.6 COMPETITIVE EQUITY**

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

(b) The Franchise granted to Blue Ridge is non-exclusive; however, if the Township

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

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

### **SECTION 3**

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

#### **3.1 TECHNICAL REQUIREMENT**

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

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

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

(a) Blue Ridge shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that a) Blue Ridge is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act; b) , the area is unserved by another wireline video provider, and c) where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within one hundred seventy-five (175) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township, Blue Ridge shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Blue Ridge shall

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

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

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

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

### **3.3 CABLE SYSTEM SPECIFICATIONS**

(a) Blue Ridge will design, construct and maintain a Cable System that has been built for digital television standards.

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

### **3.4 SYSTEM TESTS**

(a) Blue Ridge shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards.

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

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

### **3.5 EMERGENCY ALERT SYSTEM**

Blue Ridge shall comply with the Emergency Alert System requirements of the FCC.

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

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

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

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

### **3.8 REPAIRS AND RESTORATION**

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

(b) Whenever Blue Ridge or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property,

including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Blue Ridge shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

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

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

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

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

### **3.9 SERVICE AREA MAPS**

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

### **3.10 DISCONNECTION AND RELOCATION**

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

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

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

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

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

### **3.12 TREE TRIMMING**

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

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

### **3.13 CHANNEL CAPACITY**

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

### **3.14 BROADCAST CHANNELS**

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

### **3.15 SIGNAL SCRAMBLING**

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

### **3.16 CONTINUITY OF SERVICE**

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

## **SECTION 4** **SUBSCRIBER SERVICE STANDARDS**

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

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

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

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

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

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

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

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

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

#### **4.3 NOTICES**

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

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;

- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

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

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

#### **4.4 BILLING**

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

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

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

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

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

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

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

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

(2) The Subscriber pays all undisputed charges;

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

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

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

#### **4.6 DISCONNECTION**

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

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

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

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

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

#### **4.7 SERVICE INTERRUPTIONS**

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

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

#### **4.8 PRIVACY**

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

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

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

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

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

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

confidential and/or proprietary, the Township shall timely notify Blue Ridge of such request and shall cooperate with Blue Ridge in protecting its proprietary and confidential information to the extent permitted by applicable law. Blue Ridge shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

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

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

## **5.3 RESERVED AUTHORITY**

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

## **5.4 POLICE POWERS**

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

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

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

## 5.6 PERMITS

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

## 5.7 REPORTING

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

### (a) Subscriber Complaint Reports

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

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

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

### (b) Government Reports

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

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

**6.1 FRANCHISE FEES**

Blue Ridge shall pay to the Township an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. The assessment of the Franchise Fee shall commence sixty (60) days from the Effective Date of this Agreement. Blue Ridge shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Blue Ridge provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Blue Ridge's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice. The Township acknowledges that the full amount of the Franchise Fee together with any other costs of the Franchise shall be passed through to Subscribers as permitted by law.

**6.2 QUARTERLY PAYMENTS**

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Blue Ridge shall deposit the Franchise Fee payments electronically into an account as designated by the Township. If the quarterly Franchise Fee payment is late by forty-five (45) days or more, Blue Ridge shall pay interest at a rate of five percent (5%) of the amount due as a charge incidental to enforcement of the Franchise Township.

**6.3 QUARTERLY REPORTS**

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

#### **6.4 FRANCHISE FEE REVIEW**

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

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

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

#### **6.5 BUNDLED SERVICES**

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

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

**7.1 SERVICES TO COMMUNITY FACILITIES**

(a) Blue Ridge shall provide: (i) a Cable Service drop and Basic Service with any necessary cable box to one outlet and (ii) the necessary equipment for Internet Service along with Internet Service at any or all Public Buildings listed in Appendix A. To the extent not already occurring as of the Effective Date, if Blue Ridge intends to charge for the services required by this section, it will give the Township (120) days' written notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the “marginal cost” of providing such Cable Services. Blue Ridge shall provide to the Township in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Blue Ridge shall arrange with the Township for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include applicable fees and taxes and may be subject to adjustment if consistent with applicable law. The Township may remove locations or change the level of Cable Service indicated on Appendix A with thirty (30) days' written notice to Blue Ridge. The Township may elect in writing not to receive the Cable Service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

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

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

**8.1 VIOLATIONS AND OPPORTUNITY TO CURE**

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

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

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

## **8.2 LIQUIDATED DAMAGES**

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

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

## **8.3 REVOCAION**

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

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

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

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

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

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

#### **8.4 PERFORMANCE BOND**

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

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

#### **8.5 INSURANCE**

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

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

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

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

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

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

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

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

## **8.6 INDEMNIFICATION**

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

## **SECTION 9 MISCELLANEOUS**

### **9.1 FORCE MAJEURE**

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

## **9.2 REMOVAL OF SYSTEM**

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

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

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

## **9.3 NOTICES**

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

Township of Coolbaugh  
5520 Municipal Drive  
Tobyhanna, PA 18466  
Attention: Township Business Manager

With copies for legal notices to:

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

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

Blue Ridge Cable Technologies, Inc.  
613 Third Street, P.O. Box 215  
Palmerton, PA 18071  
David L. Masenheimer, President

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

**9.4 EQUAL EMPLOYMENT OPPORTUNITY**

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

**9.5 CAPTIONS**

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

**9.6 GOVERNING LAW; VENUE**

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

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

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

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

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

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Blue

Ridge in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Blue Ridge.

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

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

## **9.8 ENTIRE AGREEMENT**

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

## **9.9 SEPARABILITY**

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

## **9.10 NO WAIVER OF RIGHTS**

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

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

**9.11 CHANGE OF LAW**

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

**9.12 COMPLIANCE WITH LAWS**

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

**9.13 NO THIRD-PARTY BENEFICIARIES**

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

**9.14 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Blue Ridge, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2026 of the Township Board of Supervisors.

[Signature Page to Follow]

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

**TOWNSHIP OF COOLBAUGH**

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

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

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

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

**BLUE RIDGE CABLE TECHNOLOGIES, INC.**

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

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

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

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

**APPENDIX A**  
**LOCATIONS FOR CABLE TELEVISION SERVICE**

Tobyhanna Athletic Association  
5540 Municipal Drive  
Tobyhanna, PA  
Account No. 311013-01  
No Basic Cable  
PTD Net N (Free; Currently Not Deducted From Franchise Fees)

Coolbaugh Township Municipal  
5520 Municipal Drive  
Tobyhanna, PA  
Account No. 318314-01  
No Basic Cable  
HSI Pro 10 (Currently Deducted From Franchise Fees)

Coolbaugh Township Municipal  
5520 Municipal Drive  
Tobyhanna, PA  
Account No. 254819-01  
No Basic Cable  
Business Pro 200 Internet, Free Static IP (Currently Deducted From Franchise Fees)

Coolbaugh Township Road Department (DPW)  
549 Laurel Drive  
Tobyhanna, PA  
Account No. 256449-01  
No Basic Cable  
B+, Business Pro 400 (Currently Deducted From Franchise Fees)