



WEST VINCENT TOWNSHIP POLICE DEPARTMENT April 2026 Monthly Report



Crime Information

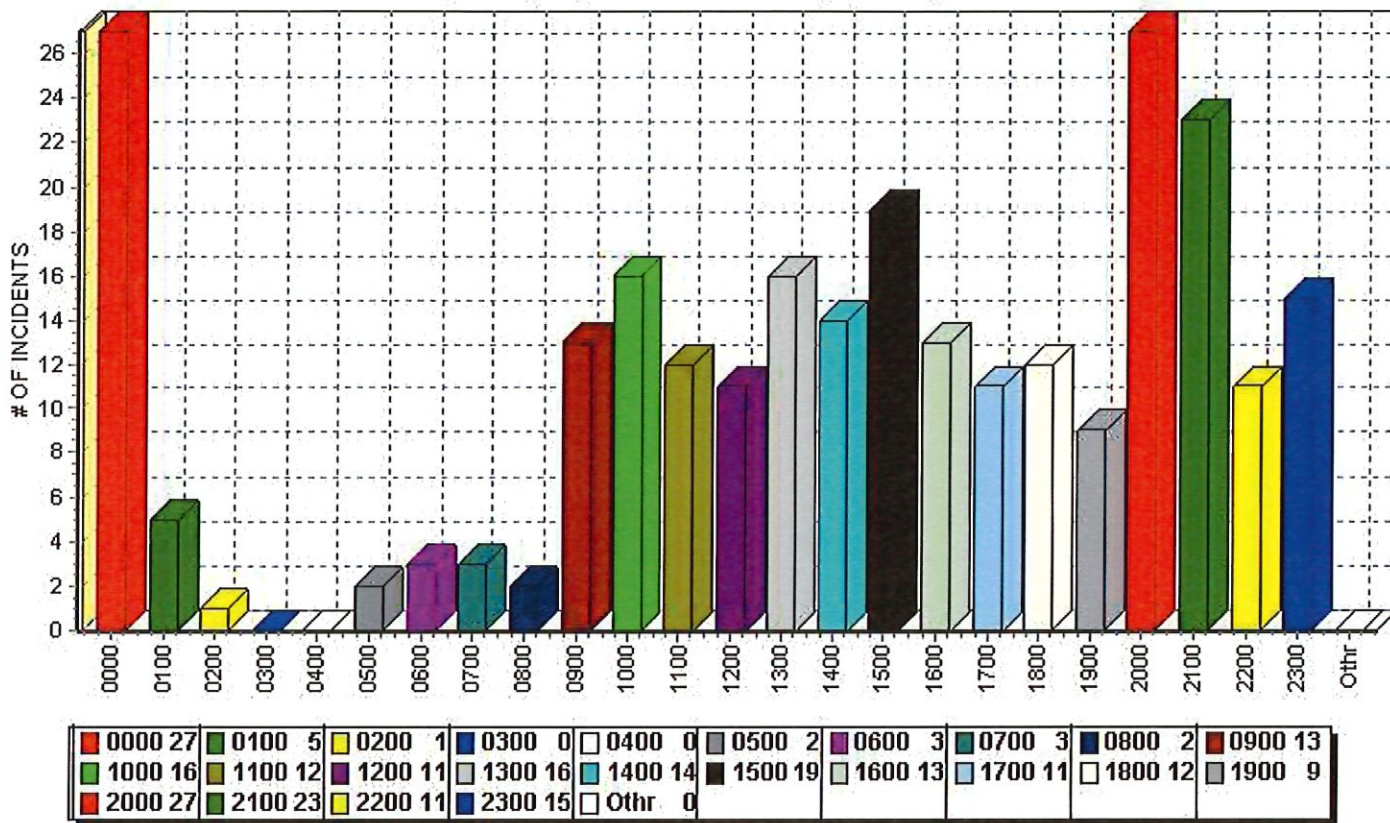
Part I Offenses	2026	2025
Murder	0	0
Rape	0	0
Robbery	0	0
Aggravated Assault	0	0
Burglary	1	0
Theft	0	1
Theft of Vehicle	0	0
Arson	0	0
Total Part I Offenses	1	1
Part II Offenses	2026	2025
Criminal Mischief	0	0
Disorderly Conduct	0	0
DUI	0	0
Drunkenness	0	0
Embezzlement	0	0
Forgery/Counterfeiting	0	1
Fraud	1	1
Gambling	0	0
Harassment	0	0
Liquor Laws	0	0
Drugs/Narcotics	1	0
Other Assaults	0	0
Prostitution	0	0
Receiving Stolen Property	0	0
Sex Offenses	1	0
Trespassing	0	0
Vagrancy	0	0
Underage Drinking	0	0
Weapons Offenses	0	0
Other Offenses	1	2
Total Part II Offenses	4	4

Service Activity

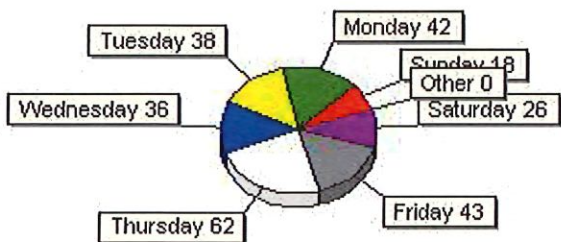
Service Calls	2026	2025
911 Hang Ups	0	0
Accidents	8	3
Alarms	15	16
Ambulance Assist	24	11
Animal Complaints	6	8
Business Checks	23	29
Disabled Vehicle	1	1
Disturbances	2	2
DOA (Death)	2	0
Domestic Disturbance	4	5
Fire	2	5
Lost Property	1	0
Missing Persons	1	0
Mutual Assist	8	5
Noise Complaints	2	3
Overdose	0	1
Parking Complaints	4	0
Police Information	17	12
Shots Heard	0	1
Suicide	0	0
Suspicious Condition	7	8
Suspicious Person	0	0
Suspicious Vehicle	0	1
Traffic Hazard	9	10
Vacation Notices	0	0
Warrant	0	0
Well-Being Checks	7	6

WEST VINCENT TOWNSHIP POLICE DEPARTMENT April 2026 Monthly Report (cont'd)

Incident Frequency by Hour of the Day (Using DATE RECD)

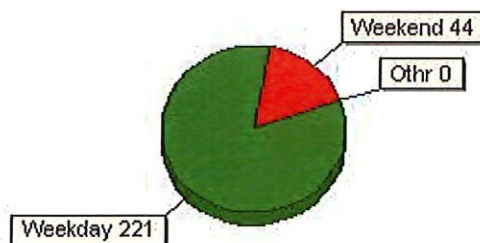


By Day of Week



Sunday	6.79 %	Monday	15.85 %
Tuesday	14.34 %	Wednesday	13.58 %
Thursday	23.4 %	Friday	16.23 %
Saturday	9.81 %	Other	0 %

Weekday vs Weekend



Weekend	16.6 %	Weekday	83.4 %
Othr	0 %		

**WEST VINCENT TOWNSHIP
POLICE DEPARTMENT
April 2026 Monthly Report (cont'd)**

TRAINING

CLEAN - TAC

SUMMARY TOTALS

Number of Calls for Service - 168

Number of Business / Patrol Checks – 89

Number of Crimes Investigated - 5

Number of Arrests – 1

- Harassment

Number of Traffic Details – 4

Number of Traffic Citations / Written Warnings – 34

Number of Accidents Investigated - 8



Ludwigs Corner Fire Company

Monthly Incident Statistics

Month: April 2026

Total Calls: 68

Time in SVC: 30 Hrs 5 Min

Total Man Hours: 103 Hrs 8 Min

West Vincent Township

Total Calls: 42

Time in SVC: 17hrs 47min

Total Man Hours: 38 Hrs 45 Min

Volume 61.76%

Auto Accident: 2
 Building Fire: _____
 Auto Alarm: 2
 Trees/Wires: 1

Accident w/Entrap: _____
 Helicopter LZ: _____
 CO Alarm: 1
 Other: 2 Chief Notification

Fire Police: _____
 Auto/Truck Fire: _____
 Brush/Woods Fire: 1
 Trash/Debris: _____
 QRS/ALS: 16
 QRS/BLS: 17

Upper Uwchlan Township

Total Calls: 19

Time in SVC: 6hrs 49min

Total Man Hours: 11 Hrs 25 Min

Volume 27.94%

Auto Accident: _____
 Building Fire: _____
 Auto Alarm: 2
 Trees/Wires: 1

Accident w/Entrap: _____
 Helicopter LZ: _____
 CO Alarm: _____
 Other: 2 Gas leak, chief notification

Fire Police: _____
 Auto/Truck Fire: _____
 Brush/Woods Fire: 7
 Trash/Debris: _____
 QRS/ALS: 7
 QRS/BLS: 7

East Nantmeal Township

Total Calls: 6

Time in SVC: 4hrs 29min

Total Man Hours: 36 Hrs 58 Min

Volume 8.82%

Auto Accident: 3
 Building Fire: _____
 Auto Alarm: _____
 Trees/Wires: _____

Accident w/Entrap: _____
 Helicopter LZ: _____
 CO Alarm: _____
 Other: _____

Fire Police: 1
 Auto/Truck Fire: _____
 Brush/Woods Fire: 1
 Trash/Debris: _____
 QRS/ALS: _____
 QRS/BLS: 1

Mutual Aid

Total Calls: 1

Time in SVC: 1hrs 0min

Total Man Hours: 16 Hrs 0 Min

Volume 1.47%

Auto Accident: _____
 Building Fire: _____
 Auto Alarm: _____
 Relocate/standby: _____

Accident w/Entrap: _____
 Helicopter LZ: _____
 CO Alarm: _____
 Other: _____

Fire Police: _____
 Auto/Truck Fire: _____
 Brush/Woods Fire: 1
 Trash/Debris: _____
 QRS/ALS: _____
 QRS/BLS: _____

Average responders per call
 Automatic alarms for April
 Training Hours

6.8947
 4
 650

Average responders per QRS call 1.33
 Fire Chief, Jeff Kimes



KIMBERTON FIRE COMPANY

P.O. Box 99 Kimberton, PA. 19442-0099

STATION 61

Emergency 911 • Fire Station 610.935.1388 • Radio Room 610.933.8968

Kimberton Fire Co. Responses for April 2026

East Pikeland-13

West Pikeland-3

Charlestown-19

East Vincent-0

West Vincent-5

Mutual Aid-7

Total ---47

Members Staffed the Station for a total of 637 hours overnights and weekends

An average of 15 members attended weekly training for the month.



RIDGE FIRE POLICE MONTHLY CALL REPORT April 2026



NUMBER OF CALLS	TOWNSHIP
5	East Coventry
5	South Coventry
4	East Vincent
1	West Vincent
0	Warwick
0	North Coventry
2	Other
TOTAL	17

1	Event/Special Details
	Traffic Unit
6	Total Number of Emergency Responses
6	Total Number of Training/Business Use
12	Total Number of Traffic Unit Use
112	Total Miles Traveled
11.15	Total Number of Work Hours
36	Total Number of Members Responded
43.97	Total Number of Member Work Hours
3	TSB Days in use
44	Cones
2	Flares
5	Signs

NOTES:

Assists:

Special Details: Assist E Coventry Township Parks & Rec with Rock The Wall run

Assist: Union Berks

Traffic Lane Closures: Both: 4 Times, One: 3 Times



Uwchlan Ambulance
MONTHLY
REPORT

Contact Us

610-363-1067

www.Station87.com

70 W Welsh Pool Rd

Exton, PA 19341

APRIL 2026

MUNICIPALITIES

Municipality	Jan	%	YTD
Caernarvon	0	0.00%	4
Caln	2	0.83%	9
Charlestown	3	1.25%	20
Coatesville	0	0.00%	2
Downingtown	2	0.83%	9
East Brandywine	1	0.42%	4
East Caln	0	0.00%	7
East Fallowfield	1	0.42%	1
East Nantmeal	4	1.67%	13
East Whiteland	0	0.00%	4
Elverson	0	0.00%	6
Honeybrook Twp.	1	0.42%	5
Malvern	0	0.00%	1
South Coventry	0	0.00%	2
Upper Uwchlan	42	17.50%	211
Uwchlan	118	49.17%	483
Wallace	4	1.67%	15
Warwick	0	0.00%	5
West Brandywine	1	0.42%	5
West Chester	1	0.42%	2
West Nantmeal	2	0.83%	7
West Pikeland	14	5.83%	61
West Vincent	30	12.50%	77
West Whiteland	14	5.83%	53
	240		1006

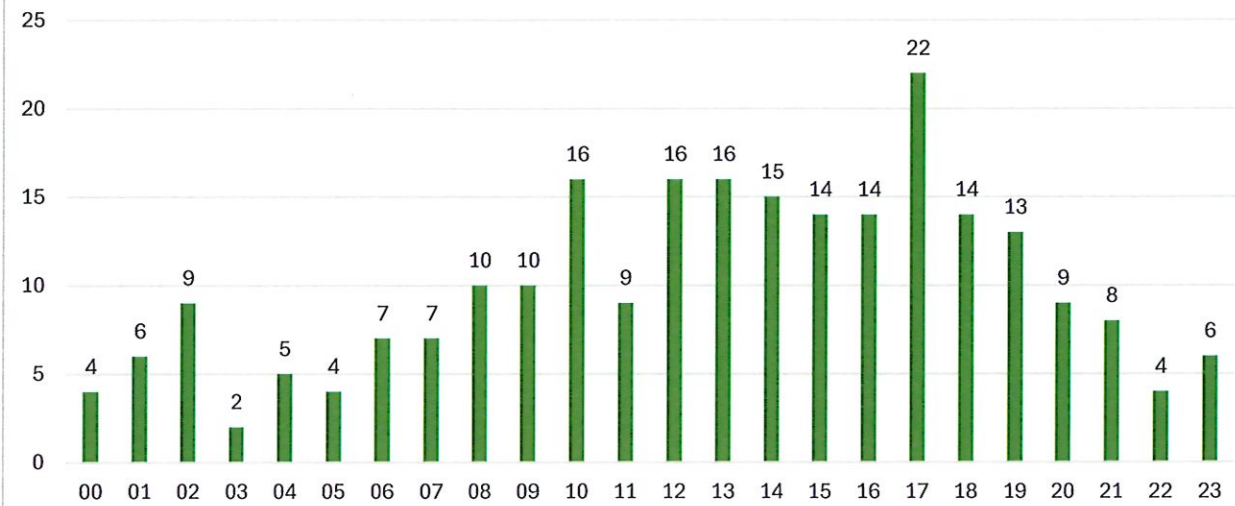
TOTAL CALL COMPARISON 2025-2026

Current Month 2025	YTD 2025	Current Month 2026	YTD 2026	YTD +/-
428	1686	240	1006	-680

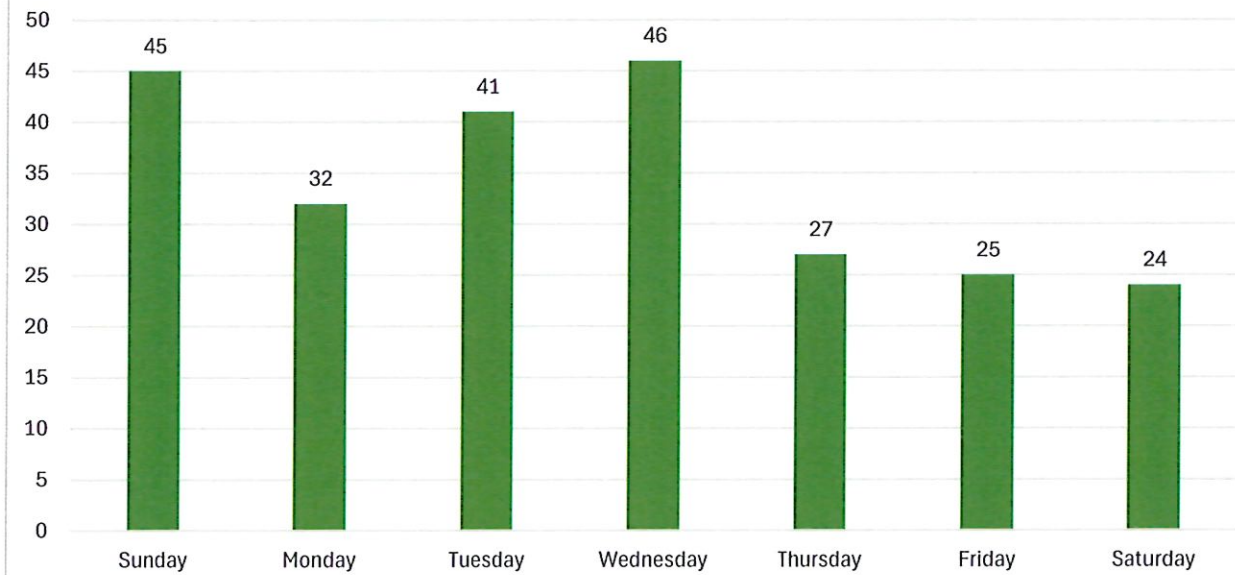
TOTAL TRANSPORTS COMPARISON 2025-2026

Current Month 2025	YTD 2025	Current Month 2026	YTD 2026	YTD +/-
298	1151	168	687	-464

CALL VOLUME BY HOUR



CALL VOLUME BY DAY OF WEEK



AVERAGE TIMES

Dispatch to Enroute	1:27
Enroute to On Scene	6:53
On Scene Time	18:03
Transport Time	21:45
ER Wait Time	12:23
Dispatch to Available	1:06:46

CALLS COVERED BY OTHER SERVICES

	Month
East Whiteland	2
GFAC	14
Malvern	1
Minquas	11
	28

CALLS COVERING OTHER SERVICES

	Month
Elverson	4
GFAC	7
Minquas	3
Modena	1
Tower	3
Westwood	1
	19

LEVEL OF SERVICE

Total BLS Responses	121	42.76%	% of total monthly call volume
Total BLS Transports	81	28.62%	% of total monthly call volume
Total IALS Transports	8	2.83%	% of total monthly call volume
Total ALS Responses	119	42.05%	% of total monthly call volume
Total ALS Transports	79	27.92%	% of total monthly call volume
Total Internal ALS Transports	77	88.51%	% of total monthly call volume
Total ALS Transports w/other Services	2	2.30%	% of total monthly call volume
Total No Transports	72	25.44%	% of total monthly call volume

CALLS BY STATION

Station	Month	YTD
Main	183	762
Sub. UUT	57	244

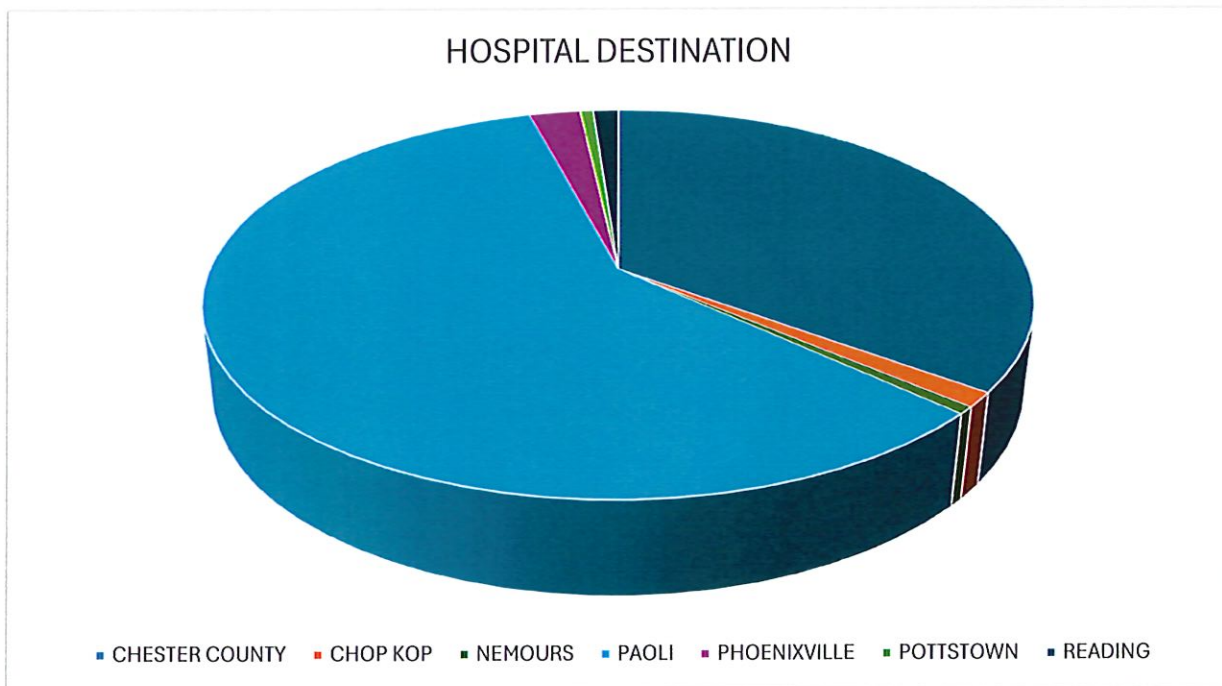
CALL SEQUENCE

First Call	199
Second Call	36
Third Calls	5
Fouth Call	0

HOSPITAL DESTINATION INFORMATION

HOSPITAL	MONTH	%	NON-TRANSPORTS	MONTH
Chester County	59	35.12%	No Services	21
CHOP KOP	2	1.19%	Patient Refused	25
Nemours/Al Dupont	1	0.60%	Recall/Cancel	16
Paoli	99	58.93%	Stand-by	6
Phoenixville	4	2.38%	Transferred Care	2
Pottstown	1	0.60%	Treat/No Transport	2
Reading	2	1.19%		72
	168			

TRANSPORTED	168	70.0%
NOT TRANSPORTED	72	30.0%
	240	

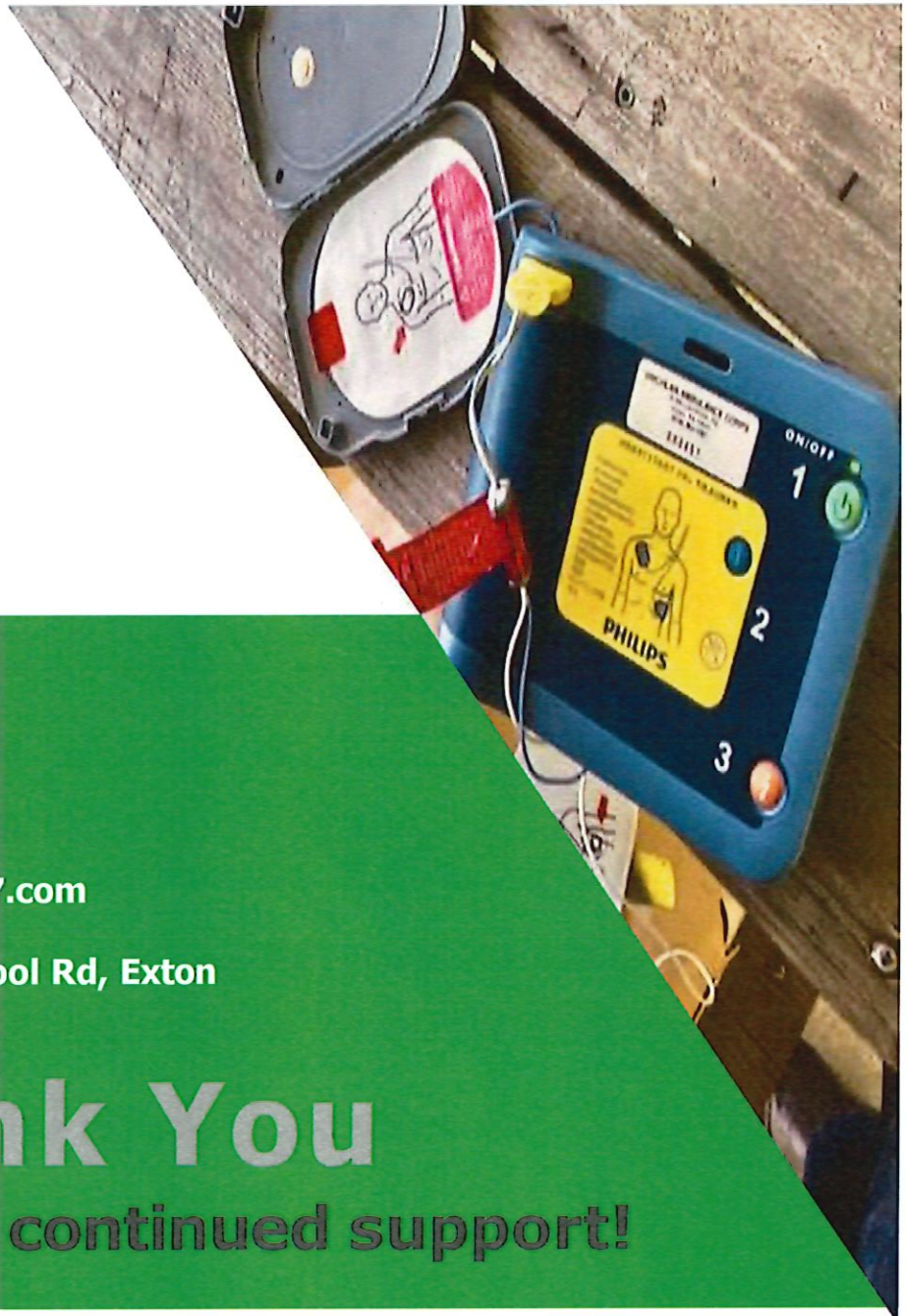


MEDICAL CATEGORIES

ALS - Abdominal Pain	1
ALS - Accident	4
ALS - Accident Fire	1
ALS - Allergic/Med Reaction	5
ALS - Cardiac/Resp Arrest	3
ALS - Chemical Burn	1
ALS - Diabetic Emergency	2
ALS - Fall	11
ALS - Heart Problems	20
ALS - Hemorrhaging	1
ALS - Hypotension	5
ALS - Injured Person	2
ALS - Overdose	2
ALS - Respiratory Difficulty	41
ALS - Seizures	3
ALS - Stroke	9
ALS - Syncope	1
ALS - Unconscious Person	5
ALS - Unresponsive Person	2

BLS - Abdominal Pain	4
BLS - Accident	9
BLS - Allergic Reaction	1
BLS - Assault w/ Injuries	1
BLS - Back Pain	4
BLS - DOA	3
BLS - Fall / Lift Assist	32
BLS - Injured Person	8
BLS - Medical Alarm	3
BLS - Mental Health Emer	16
BLS - Overdose	2
BLS - Seizures	1
BLS - Sick Person	26
BLS - Syncope	2
BLS - Unknown Nature	1

EMS - Standby - Event	1
EMS - Standby - Fire	7



Contact Us



610.363.1067



www.station87.com



70 W Welsh Pool Rd, Exton

Thank You

for your continued support!

Please reach out with any questions or if you want to see additional data on your coverage area.



UWCHLAN AMBULANCE CORPS

Proudly Serving Uwchlan, Upper Uwchlan, Wallace, West Vincent, West Pikeland, Charlestown & East Nantmeal

70 West Welsh Pool Road Exton, Pennsylvania 19341-1222
Phone 610-363-1067 • www.station87.com

Station 87

April 2026

Call volume for West Vincent Township and our total coverage area has remained consistent over the past ten months. We are currently evaluating the operational need and associated costs of providing additional ambulance coverage during the hours of 0600–1800 and 1800–2200.

We are also anticipating delivery of two new ambulances during this year and early 2027, which are being funded primarily through grant awards.

Total Calls in West Vincent Township: 30 (12.5%)

Totals Calls for Month: 240

Call Breakdown

ALS	17
BLS	13
FIRE	0

Call Types

BLS Accident	2	ALS Allergic Reaction	2
BLS Back Pain	1	ALS Chemical Burn	1
BLS Dead on Arrival	2	ALS Fall	2
BLS Fall	1	ALS Heart Problem	2
BLS Injured Person	1	ALS Respiratory Difficulty	8
BLS Mental Health Emergency	2	ALS Seizure	1
BLS Sick Person	4	ALS Stroke	1

Call Outcomes

ALS Transports	9
BLS Transports	10
IALS Transports	0
No Services	5
Recalled	5
Refusal	1

Average Times

Avg Dispatch to Response: 0:01:59

Avg Response to Onscene: 0:10:52

Avg Onscene to Transport: 0:18:34

Avg Transport to Arrive: 0:22:17

Avg Total Call Time: 1:03:00

WEST END FIRE COMPANY # 3

801 West Bridge St, Phoenixville PA 19460

West Vincent Township Meeting

West End EMS Report- April 2026

Calls In West Vincent: 6

<i>Date</i>	<i>Call Type</i>	<i>Severity</i>
4/8/2026	Motor Vehicle Crash	BLS
4/13/2026	CVA	ALS
4/17/2026	Hypotension	ALS
4/18/2026	Emotional Disorder	BLS
4/28/2026	Fall	BLS
4/28/2026	Respiratory Difficulty	ALS

EMS Monthly Report:

<i># EMS</i>	<i>Municipality</i>
46	Schuylkill
6	Charlestown
65	East Pikeland
9	Phoenixville
6	West Vincent
7	Upper Providence
1	West Pikeland
1	Upper Merion

<i>Company EMS Calls for the Month</i>	
15	BLS Sick Person
3	Overdose
31	BLS Fall
4	Hemorrhage
9	BLS Injury
7	ALS Fall
8	ALS Respiratory
9	Motor Vehicle Accident
5	CVA
1	Allergic Reaction
4	Abdominal Pain
17	ALS Heart/ Cardiac
8	Unresponsive
6	Emotional Disorder
4	ALS Injury
7	Seizure
1	FD/ PD Assist
3	Medical Alarm

West Vincent Township
General Fund - 01
Monthly Expenses & Annual Budget 2026

	January	February	March	April	Total	2026 Annual Budget	YTD % Annual Budget
INCOME							
Taxes	\$ 133,163.56	\$ 385,380.07	\$ 373,563.79	\$ 473,718.27	\$ 1,365,825.69	\$ 4,209,469.50	32.4%
Other Income	\$ 133,423.87	\$ 28,386.51	\$ 11,948.22	\$ 17,926.72	\$ 191,685.32	\$ 213,048.18	90.0%
Grants	\$ 0.00	\$ 1,179.14	\$ 0.00	\$ 6,800.00	\$ 7,979.14	\$ 0.00	n/a
Shared Revenue	\$ 0.00	\$ 400.00	\$ 0.00	\$ 0.00	\$ 400.00	\$ 223,182.71	0.2%
Community Development	\$ 0.00	\$ 2,650.00	\$ 2,150.00	\$ 1,450.00	\$ 6,250.00	\$ 25,925.00	24.1%
Public Safety	\$ 3,350.42	\$ 17,049.11	\$ 5,332.99	\$ 32,634.82	\$ 58,367.34	\$ 153,400.00	38.0%
Parks & Recreation	\$ 430.00	\$ 5,810.00	\$ 385.00	\$ 5,555.90	\$ 12,180.90	\$ 11,300.00	107.8%
Miscellaneous Revenue	\$ (676.75)	\$ 1,240.25	\$ 85,759.17	\$ 37,996.10	\$ 124,318.77	\$ 4,050.00	3069.6%
Asset Proceeds	\$ 0.00	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00	\$ 0.00	n/a
Interfund Transfers	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Total Income	\$ 269,691.11	\$ 442,095.08	\$ 479,389.17	\$ 576,081.81	\$ 1,767,257.17	\$ 4,840,375.40	36.5%
EXPENSES							
Supervisors	\$ 3,796.75	\$ 815.72	\$ 691.74	\$ 641.74	\$ 5,945.95	\$ 17,416.56	34.1%
Management	\$ 17,471.59	\$ 17,471.58	\$ 17,956.59	\$ 17,471.61	\$ 70,371.37	\$ 235,083.00	29.9%
Finance	\$ 10,885.84	\$ 16,175.87	\$ 24,390.77	\$ 11,434.00	\$ 62,886.48	\$ 177,469.90	35.4%
Tax Collection	\$ 13.99	\$ 3.25	\$ 0.00	\$ 6,188.81	\$ 6,206.05	\$ 6,915.00	89.7%
Legal Services	\$ 3,585.00	\$ 14,329.00	\$ 6,031.34	\$ 1,183.00	\$ 29,128.34	\$ 86,970.00	33.5%
Administration	\$ 1,699.17	\$ 1,677.76	\$ 1,571.70	\$ 1,744.32	\$ 6,692.95	\$ 21,555.46	31.0%
General Government	\$ 3,095.88	\$ 2,387.89	\$ 3,055.03	\$ 6,707.47	\$ 15,246.27	\$ 48,050.00	31.7%
Information Technology	\$ 3,624.97	\$ 4,292.72	\$ 632.28	\$ 3,441.09	\$ 11,991.06	\$ 65,412.00	18.3%
Engineering Services	\$ 2,305.11	\$ (10,668.39)	\$ (3,427.29)	\$ (12,071.29)	\$ (23,861.86)	\$ 27,900.00	-85.5%
Buildings	\$ 7,324.07	\$ 11,283.39	\$ 7,128.61	\$ 3,429.59	\$ 29,165.66	\$ 101,495.00	28.7%
Police	\$ 154,320.18	\$ 125,849.99	\$ 133,290.47	\$ 216,122.15	\$ 629,382.79	\$ 2,152,501.18	29.2%
Fire	\$ 0.00	\$ 2,886.00	\$ 3,146.00	\$ 379,443.00	\$ 385,475.00	\$ 462,735.95	83.3%
Ambulance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	100.0%
Code Enforcement	\$ 8,452.46	\$ 35,724.71	\$ 13,091.43	\$ 11,949.68	\$ 69,218.28	\$ 199,217.00	34.7%
Planning & Zoning	\$ 2,646.84	\$ 484.68	\$ 1,337.64	\$ 3,546.72	\$ 8,015.78	\$ 26,449.38	30.3%
Emergency Management	\$ 0.00	\$ 288.18	\$ 360.72	\$ 44.10	\$ 693.00	\$ 4,486.53	15.4%
Animal Control	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 653.19	0.0%
Public Works	\$ 74,729.47	\$ 58,573.99	\$ 53,112.40	\$ 46,572.00	\$ 232,987.86	\$ 679,429.96	34.3%
Winter Maintenance	\$ 11,287.35	\$ 34,430.80	\$ 11,700.00	\$ 0.00	\$ 57,418.15	\$ 59,550.00	96.4%
Traffic Signals	\$ 68.00	\$ 0.00	\$ 108.00	\$ 0.00	\$ 176.00	\$ 6,176.00	2.8%
Road & Bridges	\$ 9,569.29	\$ 5,018.15	\$ 149.80	\$ 13,678.74	\$ 28,414.98	\$ 87,500.00	32.5%
Hydrant Fees	\$ 2,182.74	\$ 2,180.39	\$ 2,175.69	\$ 2,180.39	\$ 8,719.21	\$ 26,400.00	33.0%
Culture & Recreation	\$ 2,417.48	\$ 132.63	\$ 1,082.16	\$ 3,395.06	\$ 7,027.33	\$ 28,754.00	24.4%
Community Development	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,725.55	\$ 3,725.55	\$ 7,650.00	48.7%
Debt Service	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Employer Contribution - Pension	\$ 4,406.18	\$ 4,387.57	\$ 5,241.48	\$ (6,530.76)	\$ 7,504.47	\$ 55,113.00	13.6%
Insurance	\$ 14,738.00	\$ 244.81	\$ 35,730.50	\$ 7,133.83	\$ 57,847.14	\$ 150,622.00	38.4%
Other	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Transfers	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Miscellaneous	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Total Expenses	\$ 338,620.37	\$ 327,770.60	\$ 318,556.07	\$ 780,430.80	\$ 1,765,377.83	\$ 4,790,505.11	36.9%
NET INCOME/(LOSS)	\$ (68,929.26)	\$ 114,324.48	\$ 160,833.11	\$ (204,348.99)	\$ 1,879.33	\$ 49,870.28	

West Vincent Township
Open Space - 05
Monthly Expenses & Annual Budget 2026

West Vincent Township
Open Space - 05
Monthly Expenses & Annual Budget 2026

Benchmark
33.3%

INCOME	January	February	March	April	Total	2026		YTD % Annual Budget
						Annual Budget	Annual Budget	
Earned Income Tax	\$ 38,858.60	\$ 178,312.73	\$ 79,425.45	\$ 86,634.96	\$ 383,231.74	\$ 1,257,750.00	\$ 1,257,750.00	30%
Interest	\$ 15,986.86	\$ 13,934.49	\$ 16,213.63	\$ 14,767.56	\$ 60,902.54	\$ 152,920.00	\$ 152,920.00	40%
Grants - Federal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100%
Grants - State	\$ 0.00	\$ 0.00	\$ 31,446.00	\$ 0.00	\$ 31,446.00	\$ 150,000.00	\$ 150,000.00	21%
Grants - other grants	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 75,000.00	\$ 75,000.00	0%
Total Income	\$ 54,845.46	\$ 192,247.22	\$ 127,085.08	\$ 101,402.52	\$ 475,580.29	\$ 1,635,670.00	\$ 1,635,670.00	29%
EXPENSES								
Legal Services	\$ 0.00	\$ 1,373.50	\$ 430.50	\$ 0.00	\$ 1,804.00	\$ 20,000.00	\$ 20,000.00	9%
Contracted Services	\$ 0.00	\$ 10,619.00	\$ 0.00	\$ 64.56	\$ 10,683.56	\$ 32,500.00	\$ 32,500.00	33%
Maintenance & Improvements	\$ 559,647.11	\$ 2,665.00	\$ 196,092.00	\$ 0.00	\$ 758,404.11	\$ 120,000.00	\$ 120,000.00	632%
Acquisitions	\$ 0.00	\$ 0.00	\$ 0.00	\$ 626.15	\$ 626.15	\$ 1,084,000.00	\$ 1,084,000.00	0%
Debt Service, Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 369,000.00	\$ 369,000.00	0%
Debt Service, Interest	\$ 2,050.39	\$ 2,050.39	\$ 1,507.59	\$ 1,507.59	\$ 7,115.96	\$ 24,271.97	\$ 24,271.97	29%
Transfer to General Fund	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100%
Total Expenses	\$ 561,697.50	\$ 16,707.89	\$ 198,030.09	\$ 2,198.30	\$ 778,633.79	\$ 1,649,771.97	\$ 1,649,771.97	47%

NET INCOME/(LOSS) \$ (506,852.04) \$ 175,539.33 \$ (70,945.01) \$ 99,204.22 \$ (303,053.50) \$ (14,101.97)

Benchmark
33.3%

West Vincent Township
Capital Fund - 31
Monthly Expenses & Annual Budget 2026

	January	February	March	April	Total	2026 Annual Budget	YTD % Annual Budget
INCOME							
Interest	\$ 13,207.70	\$ 11,757.76	\$ 13,726.97	\$ 12,059.81	\$ 50,752.24	\$ 87,120.00	58.3%
Grants - Federal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	133.3%
Grants - State	\$ 0.00	\$ 0.00	\$ 0.00	\$ 23,210.00	\$ 23,210.00	\$ 1,920,000.00	1.2%
Grants - County & Other	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6.00	133.3%
FILOs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	133.3%
Transfers	\$ 0.00	\$ 2,049,453.72	\$ 0.00	\$ (8,253.75)	\$ 2,041,199.97	\$ 0.00	n/a
Total Income	\$ 13,207.71	\$ 2,061,211.48	\$ 13,726.98	\$ 27,016.06	\$ 2,115,162.22	\$ 2,007,120.01	105.4%
EXPENSES							
Legal	\$ 0.00	\$ 512.50	\$ 369.00	\$ 0.00	\$ 881.50	\$ 2,400.00	36.7%
Engineering	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,500.00	0.0%
Land Planning	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Buildings	\$ 1,375.00	\$ 7,903.49	\$ 11,960.50	\$ 32,051.16	\$ 53,290.15	\$ 47,100.00	113.1%
Parks & Trails	\$ 0.00	\$ 6,750.00	\$ 0.00	\$ 0.00	\$ 6,750.00	\$ 99,000.00	6.8%
PD Vehicles & Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 81,000.00	0.0%
Fire & Ambulance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
PW Vehicles & Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 149,000.00	0.0%
PW Traffic Signals & Signs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,028.70	\$ 4,028.70	\$ 16,000.00	25.2%
PW Road & Bridges	\$ 9,665.00	\$ 0.00	\$ 0.00	\$ 161,916.40	\$ 171,581.40	\$ 2,699,500.00	6.4%
Debt Service, Principal	\$ 63.38	\$ 63.38	\$ 542.80	\$ 0.00	\$ 1,010,000.00	\$ 0.00	n/a
Debt Service, Interest	\$ 0.00	\$ 2,049,453.72	\$ 0.00	\$ 0.00	\$ 2,049,453.72	\$ 5,000.00	40989.1%
Other	\$ 0.00	\$ 2,064,683.10	\$ 113,872.31	\$ 198,539.06	\$ 2,388,197.86	\$ 3,108,563.39	76.8%
Total Expenses	\$ 11,103.39	\$ 2,064,683.10	\$ 113,872.31	\$ 198,539.06	\$ 2,388,197.86	\$ 3,108,563.39	76.8%

NET INCOME/(LOSS)

2,104.32

(3,471.61)

(100,145.33)

(171,523.00)

(273,035.63)

(1,101,443.38)

Benchmark
33.3%

West Vincent Township
Liquid Fuel Fund - 35
Monthly Expenses & Annual Budget 2026

	January	February	March	April	Total	2026 Annual Budget	YTD % Annual Budget
INCOME							
Interest	\$ 1,235.68	\$ 1,119.34	\$ 2,065.67	\$ 2,031.62	\$ 6,452.31	\$ 12,800.00	50.4%
Liquid Fuel Funds	\$ 0.00	\$ 0.00	\$ 273,971.74	\$ 0.00	\$ 273,971.74	\$ 268,115.97	102.2%
Act 32	\$ 0.00	\$ 0.00	\$ 4,480.00	\$ 0.00	\$ 4,480.00	\$ 4,480.00	100.0%
Snow Removal Fees	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Total Income	\$ 1,235.68	\$ 1,119.34	\$ 280,517.41	\$ 2,031.62	\$ 284,904.05	\$ 285,395.97	99.8%
EXPENSES							
Materials	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Traffic Control Devices	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.0%
Road Program	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00	0.0%
Total Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00	0.0%
NET INCOME/(LOSS)	\$ 1,235.68	\$ 1,119.34	\$ 280,517.41	\$ 2,031.62	\$ 284,904.05	\$ (214,604.03)	

GENERAL FUND CASH FLOW REPORT

through April 30, 2026

	<i>budgeted</i>	<i>actual</i>	<i>percent</i>
Real Estate Tax	\$ 1,057,000.00	\$ 443,666.56	41.97%
Real Estate Transfer Tax	\$ 75,000.00	\$ 94,749.83	126.33%
Earned Income Tax	\$ 726,000.00	\$ 820,312.22	112.99%
Building Permits	\$ 30,500.00	\$ 47,787.84	156.68%
Franchise Fees	\$ 19,350.00	\$ 14,842.34	76.70%
	\$ 1,907,850.00	\$ 1,421,358.79	74.50%

	<i>budgeted</i>	<i>actual</i>	<i>percent</i>
Police Department	\$ 701,303.06	\$ 629,382.79	89.74%
Public Works Department	\$ 226,476.65	\$ 232,987.86	102.88%
Fire & Ambulance	\$ 437,400.00	\$ 440,475.00	100.70%
Management & Finance	\$ 137,517.63	\$ 133,257.85	96.90%
Insurances (non-medical)	\$ 46,000.00	\$ 57,847.14	125.75%
	\$ 1,548,697.35	\$ 1,493,950.64	96.46%



PUBLIC WORKS DEPARTMENT REPORT

April 2026

DAILY ACTIVITIES RELATED TO STANDARD OPERATIONS

- Identifying, locating, responding to PA One Call locate requests
- Pre-trip inspections for all vehicles and equipment
- Responding to various resident concerns when identified

WORK COMPLETED

- Repair signs
- Excavate/ Haul stump – Horseshoe trail
- Repair pipes/ inlets
- Tree trimming
- Crack sealing (2026 Road Program)
- 30 Yds playground mulch @tot lot
- Community garden clean-up/ remove rocks
- Building maintenance
- Mow parks
- Clear Weatherstone trail
- Wash building @ Opalanie
- Clear roadsides/ Chipping
- Lift/ clean / scrape manholes and valve boxes (2026 Road program)
- Grade roads
- Fill holes





Building & Zoning Department Report

April 2026

Planning Commission

April 23

1. 1672 Hilltop Road – Planning Module Component 4A reviewed and approved.

Zoning Hearing Board

April 22

1. Ludwigs Corner Fire Company No.1 (ZHB 2026-01) – Open and conducted a hearing as to off-site signage. Continued to May 20.

Permits & Fees

- | | | |
|--------------------|----|--------------|
| • Building Permits | 13 | \$ 35,882.62 |
| • Zoning Permits | 4 | \$ 900.00 |





To: West Vincent Township Board of Supervisors

From: Jenna Persick, Director Chester County Library and Henrietta Hankin Branch

Re: May Chester County Library and Henrietta Hankin Branch Update

Date: April 30, 2026

- Chester County Library and the Henrietta Hankin Branch offer free Citizen Science Kits for checkout. These kits contain all the tools needed for projects like Exploring Biodiversity, Observing Pollinators, Measuring Light in the Night, Tracking Tree Height and Circumference, and studying Tree Squirrel Ecology. Citizen Science offers a fun, meaningful way to learn together, support environmental stewardship, and contribute to real research happening across the country. To learn more and browse all available kits, visit <https://bit.ly/CitizenScienceKits>.
- LinkedIn Learning is available for free for all Chester County Library system cardholders. This online learning platform has over 25,000 expert-led video courses in business, technology, creative fields, and more. Access it here with your library card: <https://bit.ly/CCLSLinkedInLearning>
- May Program Highlights at the Henrietta Hankin Branch
 - **American Revolution Screener and Discussion (5/11):** We invite you to join us for a special screening of highlights from the fascinating new PBS documentary, The American Revolution, a film by Ken Burns, Sarah Botstein, and David Schmidt. Our screening will offer a sweeping overview of the series—illuminating the central themes of the American Revolution and inspiring reflection on the ideas, struggles, and ideals that continue to define the American story. Register here: <https://ccls.libcal.com/event/16299464>
 - **Puzzling Without the Picture (5/14):** Compete in our quarterly jigsaw puzzle contest with the added challenge of completing the puzzle WITHOUT the guiding picture! Our puzzle competition is for Adults and Youth ages 10 and up! Additional details and registration is here: <https://ccls.libcal.com/event/16699358>
 - **Needlepoint Nirvana (hybrid) (5/19):** Do you love needlepoint, embroidery, or cross stitch? Do you want to sit and chat with others about your current project while working on your projects in a group setting? Come join us at the library on the 1st and 3rd Tuesdays of the month with one of your works in progress and learn about projects, canvases, and stitches that other stitching enthusiasts are working on. Register here: <https://ccls.libcal.com/event/16147345>

**WEST VINCENT TOWNSHIP BOARD OF SUPERVISORS
SPECIAL MEETING
TOWNSHIP BUILDING
729 SAINT MATTHEWS ROAD, CHESTER SPRINGS, PA
MONDAY, MAY 4, 2026, 7:00PM**

CALL TO ORDER by Chair Alan at 7:01pm.

ATTENDANCE

Dana Alan, Chair	[X]
Bernie Couris, Vice Chair	[X]
Sean Clark	[X]

ANNOUNCEMENTS & INFORMATIONAL ITEMS

- Prior to this evening's meeting the Board of Supervisors met in Executive Session to discuss personnel matters, in specific (1) collective bargaining agreement negotiations, and (2) employee benefits; matters of land acquisition, in specific (1) a property less than ten acres and south of Horseshoe Trail, and (2) a property greater than ten acres and north of Horseshoe Trail; and a matter of potential litigation, in specific Conditional Use Application 2026-01, Pulte Homes of Pennsylvania, LP.
- This evening's meeting was recorded for rebroadcast.

ACTION ITEMS

meeting minutes – Mr. Couris made a motion to approve the April 20, 2026 Business Meeting minutes, as presented. The motion was seconded by Mr. Clark.

There was no public comment.

By unanimous vote the motion was approved.

Public Hearing – Pulte Homes of Pennsylvania, LP (CUA 2026-01) – Dave Onorato, Township Solicitor, opened the Public Hearing at 7:03pm.

A Court Reporter transcribed the proceedings.

The Public Hearing recessed at 9:00pm. The Public Hearing reconvened at 9:04pm.

Mr. Onorato closed the Public Hearing at 9:13pm.

PUBLIC COMMENT, NON-AGENDA ITEMS

- There was no public comment at this evening's meeting.

ANNOUNCEMENTS

- Chair Alan announced the Board of Supervisors will next meet on Monday, May 18, at 7pm, at the Township Building.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:14pm.

Respectfully Submitted:

Tommy Ryan
Township Manager

DRAFT

MEMO

from: Tommy Ryan
date: May 7, 2026
re: Public Hearing & consideration – land acquisition

At its May 18 Business Meeting the Board of Supervisors will conduct a Public Hearing as to the acquisition of Transfer Development Rights at a Sheeder Mill Road property, and will consider acquisition approval.

**TOWNSHIP OF WEST VINCENT
CHESTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. 226-2026

**AN ORDINANCE TO AUTHORIZE EXECUTION OF A CABLE FRANCHISE AGREEMENT
WITH COMCAST OF SOUTHEAST PENNSYLVANIA LLC**

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township dated October 1, 2007; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchises to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

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

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of customer service, maintain a technologically advanced cable system, receive franchise fees for Comcast's use of the Township's rights-of-ways as provided by federal law, reserve the use of an educational and governmental channel, establish certain reporting requirements, reserve certain services and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal, and technical ability to provide cable services to subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing a franchise with Comcast according to the terms and conditions contained in the Cable Franchise Agreement ("Agreement"), and that the process for consideration of these documents complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT ORDAINED that

1. The Board of Supervisors does hereby approves the Agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement, a copy of which is attached hereto as Exhibit A.

2. All ordinances inconsistent with the attached Cable Franchise Agreement by and between the Township of West Vincent and Comcast of Southeast Pennsylvania LLC are hereby repealed.
3. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this Ordinance invalid.
4. This Ordinance shall become effective as provided by law.

ENACTED by the Board of Supervisors of West Vincent Township, Chester County, Pennsylvania on this 18th day of May, 2026.

FOR WEST VINCENT TOWNSHIP

By: _____
Dana Alan, Chair
Board of Supervisors

Attest: _____
Tommy Ryan, Township Manager

Exhibit A

CABLE FRANCHISE AGREEMENT

BETWEEN

WEST VINCENT TOWNSHIP

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org

TABLE OF CONTENTS

	Page
SECTION 1	DEFINITIONS.....2
SECTION 2	GRANT OF FRANCHISE.....5
	2.1 GRANT OF AUTHORITY5
	2.2 TERM OF FRANCHISE.....6
	2.3 REPRESENTATIONS AND WARRANTIES6
	2.4 NON-EXCLUSIVITY.....6
	2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS.....6
	2.6 COMPETITIVE EQUITY.....6
SECTION 3	SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE7
	3.1 TECHNICAL REQUIREMENT.....7
	3.2 AREA TO BE SERVED7
	3.3 CABLE SYSTEM SPECIFICATIONS8
	3.4 SYSTEM TESTS9
	3.5 EMERGENCY ALERT SYSTEM9
	3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES9
	3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S").....9
	3.8 REPAIRS AND RESTORATION9
	3.9 SERVICE AREA MAPS.....10
	3.10 DISCONNECTION AND RELOCATION11
	3.11 EMERGENCY REMOVAL OF EQUIPMENT11
	3.12 TREE TRIMMING11
	3.13 CHANNEL CAPACITY.....12
	3.14 BROADCAST CHANNELS12
	3.15 SIGNAL SCRAMBLING.....12
	3.16 CONTINUITY OF SERVICE.....12
SECTION 4	SUBSCRIBER SERVICE STANDARDS12
	4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY.....12
	4.2 INSTALLATIONS AND SERVICE CALLS.....13
	4.3 NOTICES13
	4.4 BILLING14
	4.5 SUBSCRIBER COMPLAINT PROCEDURES14
	4.6 DISCONNECTION.....15

	4.7	SERVICE INTERRUPTIONS	16
	4.8	PRIVACY	16
SECTION 5		REGULATION BY THE TOWNSHIP	16
	5.1	RIGHT TO INSPECT	16
	5.2	RIGHT TO CONDUCT COMPLIANCE REVIEW.....	17
	5.3	RESERVED AUTHORITY	17
	5.4	POLICE POWERS.....	17
	5.5	NO LIMITATION ON TAXING OR FEE AUTHORITY.....	18
	5.6	PERMITS	18
	5.7	REPORTING.....	18
SECTION 6		COMPENSATION TO THE TOWNSHIP	19
	6.1	FRANCHISE FEES	19
	6.2	QUARTERLY PAYMENTS	19
	6.3	QUARTERLY REPORTS	19
	6.4	FRANCHISE FEE REVIEW	20
	6.5	BUNDLED SERVICES.....	20
SECTION 7		SERVICES TO THE COMMUNITY	21
	7.1	SERVICES TO COMMUNITY FACILITIES	21
	7.2	EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL.....	21
SECTION 8		ENFORCEMENT, INSURANCE AND INDEMNIFICATION	23
	8.1	VIOLATIONS AND OPPORTUNITY TO CURE	23
	8.2	LIQUIDATED DAMAGES.....	23
	8.3	REVOCATION	24
	8.4	INSURANCE	24
	8.5	INDEMNIFICATION.....	25
SECTION 9		MISCELLANEOUS	26
	9.1	FORCE MAJEURE.....	26
	9.2	REMOVAL OF SYSTEM	26
	9.3	NOTICES	26
	9.4	EQUAL EMPLOYMENT OPPORTUNITY.....	27
	9.5	CAPTIONS	27
	9.6	GOVERNING LAW; VENUE	27
	9.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL	27
	9.8	ENTIRE AGREEMENT	28

9.9	SEPARABILITY.....	28
9.10	NO WAIVER OF RIGHTS.....	28
9.11	CHANGE OF LAW	29
9.12	COMPLIANCE WITH LAWS	29
9.13	THIRD PARTY BENEFICIARIES	29
9.14	APPLICABILITY OF AGREEMENT	29

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is by and between West Vincent Township, a municipality located in Chester County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Southeast Pennsylvania, LLC (hereinafter referred to as "Comcast").

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, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated October 1, 2007; and

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

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

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's public rights-of-ways as provided by federal law, 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 held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

WHEREAS, the Township has determined that Comcast 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 Comcast's franchise according to the terms and conditions contained herein;

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

SECTION 1
DEFINITIONS

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

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

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

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

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

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

Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

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

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

(j) Educational 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 Comcast's ability to anticipate or control.

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

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

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital Cable Service 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 Cable Service 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;
- (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 Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD - High definition format.

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

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

(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 Comcast for, and lawfully receives Cable Services distributed by the Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

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

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

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the 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

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

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

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

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

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

2.4 NON-EXCLUSIVITY

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

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

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

2.6 COMPETITIVE EQUITY

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

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

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

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

3.1 TECHNICAL REQUIREMENT

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

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

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, 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 fifty (150) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township,

Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred fifty (150) 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 fifty (150) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred fifty (150) feet for aerial installations.

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

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

3.3 CABLE SYSTEM SPECIFICATIONS

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

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

3.4 SYSTEM TESTS

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

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

3.5 EMERGENCY ALERT SYSTEM

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

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

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

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

3.8 REPAIRS AND RESTORATION

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

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

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

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

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

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

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

3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast 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, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and

only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

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

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any 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 Comcast notice and the ability to relocate wires, cable or other equipment.

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

3.12 TREE TRIMMING

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

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

3.13 CHANNEL CAPACITY

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

3.14 BROADCAST CHANNELS

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

3.15 SIGNAL SCRAMBLING

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

3.16 CONTINUITY OF SERVICE

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

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

4.2 INSTALLATIONS AND SERVICE CALLS

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

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

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

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

4.3 NOTICES

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

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

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, 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 Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

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

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

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

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

(2) The Subscriber pays all undisputed charges;

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

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

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

4.6 DISCONNECTION

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

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

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

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

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

4.7 SERVICE INTERRUPTIONS

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

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

4.8 PRIVACY

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

SECTION 5 **REGULATION BY THE TOWNSHIP**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms 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, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality

subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

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

5.3 RESERVED AUTHORITY

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

5.4 POLICE POWERS

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

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

5.6 PERMITS

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

5.7 REPORTING

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

(a) Subscriber Complaint Reports

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

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

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

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6 **COMPENSATION TO THE TOWNSHIP**

6.1 FRANCHISE FEES

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

6.2 QUARTERLY PAYMENTS

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

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

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

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

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within sixty (60) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

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

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Township 120 days' notice of the commencement of charges. The charges shall be consistent with applicable law – at the time of this writing, defined as the “marginal cost.” Comcast will disclose in writing reasonable detail sufficient to define the marginal cost and the amount due and shall arrange with the Township for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with Comcast’s retail rate adjustments. The Township may upgrade the level of Cable Service received at then current rate card prices for the higher level of service. The Township may elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

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

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall make available to the Township the use of one (1) Educational and Governmental (“EG”) Access Channel(s) in accordance with Section 611 of the Cable Act. Such EG Channel(s) shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channel(s) so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Township. This fiber link and equipment shall be collectively known as the “Return Line.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Line(s) to the origination site(s) of the EG Channel(s) so long as the Township provides Comcast with access to such location and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers.

Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

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

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

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township’s expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the Township. If the Township approves Comcast’s use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMNIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

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

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to 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, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast'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 Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.

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

8.3 REVOCAION

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

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

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

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

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

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

8.4 INSURANCE

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

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

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

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

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

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

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

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

8.5 INDEMNIFICATION

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

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

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

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

9.3 NOTICES

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

Township of West Vincent
729 St. Matthews Road
Chester Springs, PA 19425
Attention: Township Manager

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

Comcast
Attn: Regulatory Law Department
One Comcast Center, 35th Floor
Philadelphia, PA 19103

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

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

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System

without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

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

(e) Comcast shall make written application to the Township of any transfer, 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 Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

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

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements 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

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

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

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

9.13 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 Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2026 of the Township Board.

[Signature page to follow.]

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

TOWNSHIP OF WEST VINCENT

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

By: _____

Name: _____

Title: Vice President, State & Local Government & Community Affairs

Date: _____

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

1. West Vincent Township
729 Saint Matthews Road
Chester Springs, PA 19425
2. Hankin Library
215 Windgate Drive
Chester Springs, PA 19425

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) _____ of West Vincent
(TOWNSHIP) _____, Chester _____ COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Andrew Moll _____ has proposed the development of a parcel of land identified as
land developer

1672 Hilltop Road Subdivision _____, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify). _____

WHEREAS, West Vincent _____ finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) _____ of the (Township) _____ of West Vincent _____ hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, West Vincent
(Signature)

Township Board of Supervisors _____, hereby certify that the foregoing is a true copy of the Township _____ Resolution # 8-2026, adopted, May 18, 2026.

Municipal Address:

West Vincent Township
729 Saint Matthews Road
Chester Springs, PA 19425
Telephone 610-458-1601

Seal of
Governing Body

**TOWNSHIP OF WEST VINCENT
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 9-2026

**A RESOLUTION TO REQUEST THE CHESTER COUNTY COMMISSIONERS
RESTORE AND FULLY FUND LAND USE PLANNING, COUNTY FARMLAND,
OPEN SPACE AND PARK PRESERVATION PROGRAMS**

WHEREAS, Chester County's open space, farmland preservation, and park improvement programs have been central to protecting the County's natural resources, rural landscapes, and community character for more than three decades; and,

WHEREAS, Chester County municipalities have relied on these programs to preserve essential family farms, protect and establish parks, trails, and conservation projects that directly benefit residents and would not be feasible without County partnership; and,

WHEREAS, any reduction, continued pause, or uncertainty in County open space funding places irreplaceable family farms and natural lands at risk, undermines municipal planning, and threatens projects already underway; and,

WHEREAS, Chester County residents have consistently demonstrated strong bipartisan support for open space investment, recognizing its importance for clean water, flood mitigation, farmland viability, outdoor recreation, and long term economic resilience; and,

WHEREAS, any continued pause, uncertainty, or weakening of these programs would hamper efforts to protect vulnerable lands before they are permanently lost.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of West Vincent Township urges the Chester County Board of Commissioners to restore full funding for all County farmland, open space and park preservation programs, including the Preservation Partnership Program.

BE IT FURTHER RESOLVED the Board recommends the County to restore what had previously been stable, predictable, and long term funding commitments to ensure municipalities can plan responsibly and safeguard critical natural resources beginning with the County 2027 Budget.

RESOLVED THIS 18th DAY OF MAY, 2026.

FOR WEST VINCENT TOWNSHIP

BY:

Dana Alan, Chair
Board of Supervisors

ATTEST:

Tommy Ryan
Township Manager

MEMO

from: Tommy Ryan
date: May 7, 2026
re: Buttonwood Bridge Replacement Project

At its May 18 Business Meeting the Board of Supervisors will consider the adoption of a condemnation Settlement Agreement for Button Bridge Replacement Project.

MEMO

from: Tommy Ryan
date: May 14, 2026
re: Cellco Partnership (ZHB 2025-02)

At its May 18 Business Meeting the Board of Supervisors will consider the adoption of a Stipulation to Settle Land Use Appeal for the above-noted litigation.

MEMO

from: Tommy Ryan
date: May 7, 2026
re: Park and Recreation Commission

At its May 18 Business Meeting the Board of Supervisors will consider declaring as vacant a position on the Park and Recreation Commission, for nonfeasance, as per Township Code Chapter 53, Park and Recreation Commission, §53-4.

If the Members wish to appoint another to this position, this appointment will be added to an upcoming meeting agenda.