

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE 2021-283**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CABLE FRANCHISE  
AGREEMENT GRANTING A NONEXCLUSIVE FRANCHISE TO VERIZON PENNSYLVANIA,  
INC. TO CONSTRUCT, INSTALL, MAINTAIN, EXTEND AND OPERATE A CABLE  
COMMUNICATION SYSTEM IN THE TOWNSHIP**

**WHEREAS**, Worcester Township (hereinafter "Township") wishes to grant Verizon Pennsylvania LLC, (hereinafter "Verizon") a nonexclusive franchise to construct, install, maintain, extend and operate a cable communication system (hereinafter "Cable Franchise") in the Township, per Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §521 et. seq.; and,

**WHEREAS**, the Township and Verizon have reached agreement (hereinafter "Cable Franchise Agreement" or "Agreement") as to the terms and conditions of said franchise providing for a term of five (5) years absent notice of renewal proceedings or termination as set forth in the Agreement attached hereto as Exhibit A;

**NOW, THEREFORE**, the Township hereby enacts and ordains as follows:

**Section 1.** The Township hereby authorizes the execution of a Cable Franchise Agreement with Verizon to construct, install, maintain, extend and operate a cable system, the specific terms of which, agreeable to both parties, are memorialized in said Agreement, incorporated herein by reference.

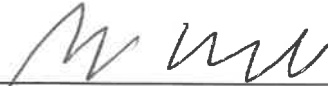
**Section 2.** If any sentence, clause, section or part of this Ordinance or the underlying Agreement is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**Section 3.** Any prior Ordinances and/or Resolutions granting a franchise in favor of Verizon or its predecessors in interest are hereby repealed insofar as the same impacts this Ordinance and the Agreement authorized herein.

**Section 4.** This Ordinance shall become effective immediately upon its adoption.

**ENACTED AND ORDAINED** by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 21<sup>st</sup> day of April, 2021.

**FOR WORCESTER TOWNSHIP**

By:   
\_\_\_\_\_  
Richard DeLello, Chair  
Board of Supervisors

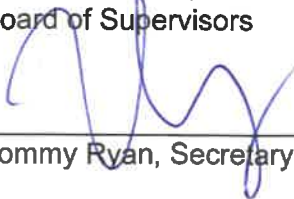
Attest:   
\_\_\_\_\_  
Tommy Ryan, Secretary

EXHIBIT A

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**CABLE FRANCHISE RENEWAL AGREEMENT**

**BETWEEN**

**TOWNSHIP OF WORCESTER**

**AND**

**VERIZON PENNSYLVANIA LLC**

**EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**  
**EXHIBIT B – CUSTOMER SERVICE STANDARDS**

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

## 1. DEFINITIONS

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

- 1.1 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, Franchisee.
- 1.2 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals required by this Franchisee
- 1.3 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).
- 1.4 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Franchisee's 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 Service Area. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Service Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.
- 1.5 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).
- 1.6 *Communications Act*: The Communications Act of 1934, as amended.
- 1.7 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.
- 1.8 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.
- 1.9 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the TOWNSHIP OF WORCESTER, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the "Local Franchising Authority" or "LFA") and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the "Franchisee").

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

WHEREAS, the LFA granted to Franchisee effective as of April 19, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Service Area which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, which Non-Cable Services are not subject to applicable state law or Title VI of the Communications Act;

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

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

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

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

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

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

weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Franchisee is not primarily responsible, fire, flood, pandemics, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

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

1.12 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue includes:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;

- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.12.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;
- (18) regional sports programming fees;
- (19) late payment fees;
- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the LFA; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Section 1.12.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.12(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. Franchisee has 100 Subscribers in LFA, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to LFA from Ad "A" is 10% of Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is 20% of Franchisee's revenue therefrom.

Gross Revenue shall not include:

- 1.12.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;
- 1.12.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;
- 1.12.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.12.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards, or orders;

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

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

1.12.7 The sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

1.12.8 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.12.9 Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that Franchisee chooses not to receive in exchange for trades, barter services, or other items of value shall be included in Gross Revenue;

1.12.10 Sales of capital assets or sales of surplus equipment;

1.12.11 Program launch fees; or

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

1.13 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

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

1.15 *Local Franchise Authority (LFA)*: The Township of Worcester or the lawful successor, transferee, or assignee thereof.

1.16 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

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

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

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

1.20 *Service Area*: All portions of the Franchise Area where Cable Service is being offered.

1.21 *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.22 *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Franchisee's express permission.

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

1.24 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.25 *Title II*: Title II of the Communications Act, Common Carriers, as amended, under which Franchisee has upgraded its network with the FTTP Network.

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

1.27 *Transfer of the Franchise*:

1.27.1 Any transaction in which:

1.27.1.1 an ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Franchisee is transferred; or

1.27.1.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.27.2 However, notwithstanding subsections 1.27.1.1 and 1.27.1.2, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action that is the result of a merger of the parent of Franchisee; or any action that is the result of a merger of another Affiliate of Franchisee.

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

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

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Communications Act, LFA hereby grants Franchisee the right to own, construct, operate, and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *LFA Does Not Regulate Telecommunications*: LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3 *Term*: This Franchise shall become effective on March 17, 2021 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Franchise or revoked as provided herein.

2.4 *Termination Generally*: If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the

Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon six (6) months' written notice to the Township.

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

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

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

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

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

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

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

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

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

2.7 *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8 *No Waiver:*

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

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

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

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

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

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of LFA. However, if LFA exercises its reasonable, necessary, and lawful police power rights and such exercise results in any alteration of the material terms and material conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects of LFA's exercise of its police power rights on Franchisee. If the parties cannot reach agreement on how to ameliorate the negative effects of LFA's exercise of its police power rights, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551,

and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the LFA, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable

Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service

available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, all residential dwelling units that are within one hundred twenty-five (125) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred twenty-five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.



3.3 *Cable Service to Public Buildings*: If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the LFA pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.3.1 Each current municipal building, fire station, and public library as may be designated by the LFA in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the LFA, as may be designated by the LFA in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

#### 4. SYSTEM OPERATION

4.1 The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of LFA over such Telecommunications Facilities is restricted by federal and state law, and LFA does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations. All construction, operation, and maintenance of the FTTP Network within the Franchise area by Franchisee, its employees, agents, or successors and assigns, shall be performed in a workmanlike manner and in accordance with the standards in the industry.

#### 5. SYSTEM FACILITIES

5.1 *Technical Requirements*: Franchisee shall operate, maintain, construct, and extend the Cable System so as to provide high quality signals and reliable delivery of Cable Services for all cable programming services throughout the LFA. 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 the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

5.2 *System Characteristics*: Franchisee's Cable System shall meet or exceed the following requirements:

5.2.1 The System shall be operated with an initial digital carrier passband between 57 and 861 MHz

5.2.2 The System shall be operated initially as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

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

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

#### 6. EG SERVICES

##### 6.1 *EG Set Aside: Interconnection*

6.1.1 In order to ensure universal availability of Educational and Government programming, Franchisee shall provide capacity on its Basic Service Tier for one (1) dedicated Channel for Educational Access and one (1) dedicated Channel for Government Access (collectively, "EG Channels") for exclusive use by LFA and/or its designee. LFA shall comply with the law regarding the non-commercial use of the EG Channels.

6.1.2 LFA reserves the right to obtain from Franchisee, upon one hundred eighty (180) days' written notice, one (1) Educational Access Channel ("E Channel") for exclusive use by LFA and/or its designee. Such notification shall constitute authorization to Franchisee to transmit such programming within and without LFA's jurisdictional boundaries. Such written notice also shall include an operation plan providing sufficient information about the administration, programming, and operation of the requested E Channel. Notwithstanding the foregoing, any operation plan shall provide for the cablecast of any E Channel for a period of not less than eight (8) continuous hours of original programming per calendar week for not less than four (4) such consecutive weeks.

6.1.3 Franchisee shall, at its own discretion, assign the EG Channel numbers to the extent such channel number assignments do not interfere with Franchisee's existing or planned channel line-up and contractual obligations, provided it is understood that Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. The EG Channels shall be used for community programming related to Educational and/or Governmental activities. LFA shall have complete control over the content, scheduling, and administration of the EG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by LFA, Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval by LFA, which notice shall not be unreasonably withheld, delayed or conditioned, until such time as LFA elects to utilize the EG Channel for its intended purpose. In the event that LFA decides to exercise its right to use EG capacity, LFA shall provide Franchisee with ninety (90) days' prior written notice of such request.

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

6.1.5 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee shall initiate interconnection negotiations with the existing cable operator(s) to cablecast, on a live basis, any Educational and/or Government Access programming consistent with this Agreement. Interconnection may be accomplished by direct cable, microwave link, satellite, or other reasonable method of connection. If interconnection is pursued, Franchisee shall negotiate in good faith with the existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms, and conditions. If interconnection is pursued, LFA shall support and encourage good faith negotiations between Franchisee and the existing cable operator(s) for interconnection of the existing cable operator(s)' cable system(s) in the Service Area with the Cable System on reasonable terms and conditions. Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement.

6.1.6 If the procedures of Section 6.1.5 are pursued but do not result in interconnection of Franchisee's Cable System with the existing cable operator(s) for purposes

of providing EG Channels, no earlier than one hundred eighty (180) days after the request for activation of the EG Channel(s) by LFA, LFA may require Franchisee to provide a video link, without charge to LFA, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting EG Channel programming; provided, however, that Franchisee shall not be obligated to provide LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

6.1.7 *EG Channel Relocation.* If the LFA relocates the location where its EG Channel programming originates from the location set forth in Section 6.1.2. or after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming, the LFA shall reimburse the Franchisee for any costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator.

6.1.8 *Indemnity for EG:* LFA shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of a EG facility or Channel. LFA shall establish rules and regulations for use of EG facilities, consistent with, and as required by, 47 U.S.C. § 531.

6.1.9 *Recovery of Costs:* To the extent permitted by federal law, Franchisee shall be allowed to recover any costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

## 7. FRANCHISE FEES

7.1 *Payment to LFA:* Franchisee shall pay to LFA a franchise fee of five percent (5%) of annual Gross Revenue; provided however, if the LFA issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee, then the percentage of the Franchisee's franchise fee payments shall be reduced to match such lower percentage over that same time period. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest

shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

7.2 *Supporting Information:* Each Franchisee fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

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

#### 7.4 *Audits:*

7.4.1 LFA may conduct an audit related to the franchise fee payments required under this Agreement no more than once every three (3) years during the term. Any audit shall be initiated through written notice to Franchisee by LFA, and LFA or any auditor employed by LFA shall submit its complete request for records within thirty (30) days of LFA providing written notice of an audit. Subject to the confidentiality provisions of Section 9.1, and execution of a non-disclosure agreement with the LFA or an auditor employed by LFA, all records necessary for an audit shall be made available by Franchisee to LFA or its auditor for inspection at an office of Franchisee.

7.4.2 Any such audit conducted by LFA or auditor employed by the LFA shall be completed in an expeditious and timely manner. If upon completion of the audit, LFA does not make a claim for additional payments, then LFA shall provide Franchisee with written documentation of closure of the audit. LFA's claim for additional franchise fee payments or its written notice of the audit closure shall be provided to Franchisee within ninety (90) days from the date on which the LFA or auditor inspects the records requested in accordance subsection 7.4.1, above, or by such other date as is mutually agreed to by the parties.

7.4.3 If the results of an audit indicate an overpayment or underpayment of franchise fees as indicated in a report to be provided by the LFA or auditor to Franchisee, the parties agree that such overpayment or underpayment shall be returned to the proper party within sixty (60) days of written notice.

7.4.4 All audits must be conducted by an independent third party that is a Certified Public Accountant and who shall not be permitted to be compensated on a success based formula, e.g., payment based on an underpayment of fees, if any.

7.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders.

## 8. CUSTOMER SERVICE

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

## 9. REPORTS AND RECORDS

9.1 *Open Books and Records:* Upon reasonable written notice to Franchisee and with no less than thirty (30) business days' written notice to Franchisee, LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that Franchisee may organize the necessary books and records for appropriate access by LFA. Franchisee shall not be required to maintain any books and records for Franchisee compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. Upon written request of LFA, Franchisee shall inform LFA as to the specific reason and basis of nondisclosure of specific information deemed to be proprietary or confidential in nature. LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2 *Records Required:* Franchisee shall at all times maintain:

9.2.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2 Records of Significant Outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

**10. INSURANCE AND INDEMNIFICATION**

**10.1 Insurance:**

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

10.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and \$3,000,000 general aggregate. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in LFA.

10.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

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

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

10.1.3 Upon receipt of notice from its insurer(s), Franchisee shall provide LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

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

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

**10.2 Indemnification:**

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend LFA, its officers, agents, boards, and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused in whole or in part by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that LFA shall give Franchisee written notice of LFA's request for indemnification within thirty (30) days of receipt of a claim or action pursuant to this subsection and within ten (10) days following service of legal process on LFA or its designated agent of any action related to this subsection. LFA agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing,

Franchisee shall not indemnify LFA for any damages, liability, or claims resulting from the willful misconduct or negligence of LFA, its officers, agents, employees, attorneys, consultants, independent contractors, or third parties or for any activity or function conducted by any Person other than Franchisee in connection with EAS or the distribution of any Cable Service over the Cable System.

10.2.1.1 Failure to indemnify LFA as required by section 10.2.1, subject to all of the provisos and requirements therein after Franchisee has been given notice and opportunity to cure and exercised all such rights thereto, shall constitute a default under the performance bond and LFA may recover the funds necessary for indemnification from the performance bond.

10.2.2 With respect to Franchisee's indemnity obligations set forth in subsection 10.2.1, Franchisee shall provide the defense of any claims brought against LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent LFA from cooperating with Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with LFA, Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of LFA, and LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify LFA shall in no event exceed the amount of such settlement.

10.2.3 LFA shall hold harmless and defend Franchisee from and against, and shall be responsible for damages, liability, or claims resulting from or arising out of, the willful misconduct or negligence of LFA to the extent permitted by law.

10.2.4 LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. Franchisee shall not be required to indemnify LFA for acts of LFA that constitute willful misconduct or negligence on the part of LFA, its officers, employees, agents, attorneys, consultants, independent contractors, or third parties.

**11. TRANSFER OF FRANCHISE**

11.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of LFA, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.27 above.

**12. RENEWAL OF FRANCHISE**

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

12.2 *Needs Assessments:* In addition to the procedures set forth in said Section 626 of the Communications Act, LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term, if such assessments are conducted. Such assessments shall be provided to Franchisee by LFA promptly so that Franchisee has adequate time to submit a proposal under Section 626 and complete renewal of the Franchise prior to expiration of its term.

12.3 *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and LFA agree that at any time during the term of the then-current Franchise, while affording the public appropriate notice and opportunity to comment, LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then-current Franchise, and LFA may grant a renewal thereof.

12.4 *Consistent Terms:* Franchisee and LFA consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626.

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

13.1 *Notice of Violation:* If at any time LFA believes that Franchisee has not complied with the terms of the Franchise, LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

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

13.3 *Public Hearing:* In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(fii) above, if LFA seeks to continue its investigation into the alleged noncompliance, then LFA shall schedule a public hearing. LFA shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place, and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.4 *Enforcement:* Subject to applicable federal and state law, in the event LFA, after the public hearing set forth in Section 13.3, determines that Franchisee is in default of any provision of this Franchise, LFA may:

13.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 13.5.

13.5 *Revocation:* Should LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.3, LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. LFA shall cause to be served upon Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

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

13.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to LFA in writing, and thereafter LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Franchisee. LFA shall also determine whether it will revoke the Franchise based on the information presented or, where applicable, grant additional time to Franchisee to effect any cure. If LFA determines that it will revoke the Franchise, LFA shall promptly provide Franchisee with a written determination setting forth LFA's reasoning for such revocation. Franchisee may appeal such written determination of LFA to an appropriate court, which shall have the power to review the decision of LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of LFA.

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

### **14. MISCELLANEOUS PROVISIONS**

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

manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed, or conditioned.

14.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns, and the promises and obligations herein shall survive the expiration date hereof.

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

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

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

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

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

14.6.1 Notices to Franchisee shall be mailed to:

Douglas Sullivan  
Mid Atlantic North Regional - Vice President  
Verizon  
900 Race Street  
Philadelphia, Pennsylvania 19107

14.6.2 with a copy to:

Tonya Rutherford  
Vice President and Deputy General Counsel  
Verizon

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1300 I St NW  
Suite 500 East  
Washington, DC 20005

14.6.3 Notices to the LFA shall be mailed to:

Township of Worcester  
1721 Valley Forge Road  
P.O. Box 767  
Worcester, PA 19490

14.6.4 with a copy to:

Robert L. Brant, Esq.  
Robert L. Brant & Associates, LLC  
572 W. Main Street  
PO Box 26865  
Trappe, PA 19426

14.7 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and LFA and supersede all prior or contemporaneous agreements, representations, or understanding (written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.8 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

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

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

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

14.12 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

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

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

14.15 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

AGREED TO THIS 17<sup>TH</sup> DAY OF \_\_\_\_\_, 2021.

TOWNSHIP OF WORCESTER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VERIZON PENNSYLVANIA LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

**EXHIBIT A**

**MUNICIPAL BUILDINGS POTENTIALLY ELIGIBLE FOR FREE CABLE SERVICE**

Worcester Township Administration Building  
1721 Valley Forge Road  
P.O. Box 767  
Worcester, Pennsylvania 19490

Worcester Township Community Hall  
1031 Valley Forge Road  
Worcester, Pennsylvania 19490

Worcester Township Fire Department  
1721 Valley Forge Road  
Worcester, Pennsylvania 19490

Worcester Township Maintenance Garage  
1721 Valley Forge Road  
Worcester, Pennsylvania 19490

Worcester Township Elementary School  
3017 Skippack Pike  
Worcester, Pennsylvania 19490

Methacton High School  
1001 Kriebel Mill Road  
Worcester, Pennsylvania 19490

**EXHIBIT B**

**CUSTOMER SERVICE STANDARDS**

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

**DEFINITIONS**

- A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.
- B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the LFA.
- C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

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

- A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the LFA and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.
- B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.
- C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

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



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

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

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

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

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

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

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

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

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

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

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

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

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

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

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

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

G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly

recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

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

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

#### **SECTION 5: CUSTOMER COMPLAINTS**

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

#### **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

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

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

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

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

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

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

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

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

G. The LFA hereby requests that the Franchisee omit the LFA's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

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

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

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

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

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

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

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

information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

**SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

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

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

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

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

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the LFA a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA including how and where the notice was given to Subscribers.

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

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program

guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

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

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

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

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

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE 2021-284**

**AN ORDINANCE AMENDING VARIOUS  
PROVISIONS OF THE TOWNSHIP CODE**

**WHEREAS**, from time to time, corrections and other revisions are required to be made to Township Code of Worcester Township; and,

**WHEREAS**, the Commonwealth of Pennsylvania mandates that municipalities have published in a newspaper of general circulation all proposed ordinances that make such corrections and revisions, at a great expense to municipalities; and,

**WHEREAS**, Worcester Township consolidates such corrections and revisions into one proposed ordinance, in lieu of individual ordinances, so to minimize the expense incurred by the taxpayers in meeting this unfunded advertisement mandate;

**NOW, THEREFORE**, the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania hereby ordains and enacts as follows:

**SECTION I**

1. Chapter 150, Zoning, Section §150-110.8.B shall be deleted in its entirety.
2. Chapter 150, Zoning, Section §150-110.2.A(3) shall be added, and shall read as follows:

All accessory uses and structures shall comply with accordance with Article XXIV.

3. Chapter 150, Zoning, Section §150-177.A(1) shall be deleted in its entirety, and replaced to read:

In the AGR, R-175, and R-AG-175 Districts, structures accessory to single-family residential uses, except those regulated in Subsection A(2) through (9) below, shall be located in the rear yard or side yard only, and no closer than 15 feet to a property line. In all other districts, and at all properties created pursuant to Option 1 or Option 2, as set forth in Article XVIA, Conservation Subdivisions, structures accessory to single-family residential uses, except those regulated in Subsection A(2) through (9) below, shall be located in the rear yard or side yard only, said accessory structures may be erected in the rear yard not closer than 10 feet to the rear property line. Unless otherwise permitted below, accessory structures in any zoning district shall not be higher than 15 feet.

4. Chapter 150, Zoning, Section §150-177.A(3) shall be deleted in its entirety, and replaced to read:

Private swimming pools shall be constructed in accordance with the applicable Township ordinances, and shall be located entirely within the rear yard of the lot on which the pool is located and at least 10 feet behind the closest part of the main building. However, in no case shall the distance from the pool to the side or rear property line be less than 25 feet. In the AGR, R-175, and R-AG-175 districts, excluding properties created pursuant to Option 1 or Option 2, as set forth in Article XVIA, Conservation Subdivisions, the distance from the pool to the side and rear property lines shall be not less than 50 feet. The water edge shall be the line for measurement of these setbacks. All filters, heaters and accessory structures incidental thereto shall meet the same setback criteria. Freestanding spas and hot tubs shall be exempt from the requirement to be located at least 10 feet behind the closest part of the main building.

5. Chapter 150, Zoning, Section §150-182.A, shall be deleted in its entirety, and replaced to read:

A fence or wall of any style up to 48 inches in height, excluding a retaining wall as permitted by this chapter and excluding chain link fence, may be installed up to any side or rear property line in any residential district. A fence or wall of any style up to 60 inches in height, excluding a retaining wall as permitted by this chapter and excluding a chain link fence, may be installed no closer than three feet to any side or rear property line in any residential district.

6. Chapter 150, Zoning, Section §150-182.B, shall be deleted in its entirety, and replaced to read:

No fence or wall, excluding a retaining wall as permitted by this chapter, shall be installed within the required front yard setback, which shall include any area of overlap with a side or rear yard setback, on any property in any zoning district, provided, however, that (1) decorative walls or fences of any style not exceeding 30 inches in height, and (2) fencing that that is completely open post and rail and not exceeding 48 inches in height, shall be permitted in the front yard setback in any residential district.

7. Chapter 150, Zoning, Section §150-182.C, shall be deleted in its entirety, and replaced to read:

A fence or wall of any style up to 72 inches in height, excluding chain link fence, may be installed no closer than five feet to any side or rear property line in any nonresidential district.

8. Chapter 150, Zoning, Section §150-14, shall be deleted in its entirety, and replaced to read:

- A. Building coverage. Ten percent shall be the maximum total building coverage at each lot.
- B. Impervious coverage. Twenty percent shall be the maximum total impervious coverage at each residential, municipal or agricultural lot. Forty percent shall be the maximum total impervious coverage at all other lots.

9. Chapter 130, Subdivision and Land Development, Section §130-26.B.2.c shall be deleted in its entirety, and replaced to read:

The “useable area” for sewage disposal shall be shown on the preliminary plan for each lot. The “useable area” shall be situated beyond the radius of the water supply well and shall conform to all rules and regulations or future amendments thereto of the Pennsylvania Department of Environmental Protection and the Township of Worcester. No portion of an on-site sewage disposal system at any property shall be located within a required front yard, or within the area between ten feet and thirty feet of any property line, unless it is demonstrated to the satisfaction of the Township Engineer that no other location for such system is practical, in the sole discretion of the Township Engineer. In addition, no portion of an on-site sewage disposal system at any property may be located within ten feet of any property line without a waiver being granted by the Board of Supervisors, and no waiver shall be granted unless it is demonstrated to the satisfaction of the Board of Supervisors that no other location for such system is practical, in the sole discretion of the Board of Supervisors.

10. Chapter 78, Garage and Yard Sales, shall be deleted in its entirety.

11. Chapter 41, Fire Prevention, shall be added, and shall read as follows:

§ 41-1 Emergency entry key boxes. Emergency entry key boxes shall be installed on premise at any of the following occupancy classifications, as defined in the 2015 International Building Code, and any successor code or regulation thereto: A-2, A-3, B, E, F, H, I-4, M, and S. Emergency entry key boxes shall likewise be required to be installed at the entrance feature to a gated community, development or property, if required by the Worcester Township Fire Marshal.

- A. The make and model of emergency entry key boxes, and the location each box is to be installed, shall be determined by the Worcester Township Fire Marshal.

B. Emergency entry key boxes shall contain the following items, as may be applicable, all of which shall be clearly identified:

- i. keys to locked points of egress, whether on the structure interior or exterior;
- ii. keys to locked mechanical rooms;
- iii. keys to locked elevator rooms;
- iv. keys to elevator controls;
- v. keys to any fenced or secured areas;
- vi. a floor plan of the rooms within the structure;
- vii. an emergency contact list;
- viii. Material Safety Data Sheets (MSDS); and,
- ix. any other keys or item required by the Fire Marshal.

§ 41-2 Truss construction identification. The developer or owner of a non-residential structure, a mixed-use structure, or a multifamily structure that includes more than two dwelling units and that contains truss construction, shall install and maintain a truss emblem to the left of the main entrance at each structure, at a height of not less than five feet above the floor level. The developer or owner of a residential subdivision with dwellings that contain truss construction shall install a truss emblem at a location at or near the entry point to the development, if required by the Worcester Township Fire Marshal. The make and model of the truss emblem, and the location each emblem is to be installed, shall be approved by the Worcester Township Fire Marshal.

§ 41-3 Address identification. Structures shall possess address identification as follows.

- A. All non-residential, mixed-used and multifamily structures shall display the numeric street address and, if any, the name of establishment, at both the front door and rear door of the structure.
- B. In structures with internal service corridors all doors accessing a corridor shall display the street address, unit number, and, if any, the name of the establishment on or adjacent to the door. The Worcester Township Fire Marshal may likewise require signage at any other door that accesses an internal corridor including, but not limited to, doors that access mechanical rooms, restrooms, sprinkler rooms, common areas, fire alarm panel controls, and utility closets.
- C. All other structures shall display the numeric street address on the structure or property at a location that is viewable from the street. All individual numbers and letters shall be legible, and a minimum of four inches in height.

§ 41-4 Violations and penalties. Any person, partnership or corporation, including but not limited to the owner, general agent, contractor, lessee or tenant, who or which shall violate or permit a violation of any provision of this chapter or any other person who commits or takes part or assists in any

such violation shall be liable for a judgment of not more than \$500 per violation, plus all court costs, including reasonable attorney's fees incurred by the Township as a result thereof in a civil enforcement proceeding initiated by a Township official on behalf of the Township before a District Justice. Each day that a violation is continued after notice thereof shall constitute a separate offense, unless the District Justice determining that there has been a violation further determines that there was a good faith basis for the person, partnership or corporation violating this chapter to have believed that there was no such violation, in which event there shall be deemed to have been only one such violation until the fifth day following the date of the determination of the violation by the District Justice, and thereafter, each day that a violation continues shall constitute a separate violation. Nothing contained in this section shall limit or restrict the power and authority of the Township to pursue remedies for violation of this chapter in civil proceedings before the Court of Common Pleas.

12. Chapter 122, Sewer Rates and Charges, Section §122-11.C, Uniform rates and charges, shall be deleted in its entirety, and replaced to read:

Nothing herein contained shall be deemed to prohibit the Township from entering into separate agreements with owners with respect to sewer rates and charges to be imposed in those cases where, due to unusual circumstances, the sewer rates and charges set forth herein shall be deemed by the Township to be unfair or inequitable. In addition, the Township may assess a fee for the actual volume discharge to the sewer system for properties at which stormwater infiltrates sewer system, and after giving the property owner written notice to correct the condition, and after the property owner has failed to correct the condition within ninety days of said notice.

13. Chapter 122, Sewer Rates and Charges, Section §122-39, shall be retitled "Residential and commercial connections and discharge".

14. Chapter 122, Sewer Rates and Charges, Section §122-39.E shall be added, and shall read as follows:

Tank waste and waste from portable restrooms (Porta-Potties).



15. Chapter 122, Sewer Rates and Charges, Section §122-39.F shall be added, and shall read as follows:

No commercial connection shall discharge waste which exceed the characteristics of typical residential wastewater as defined below:

<u>Sewage Component</u>	<u>Concentration (mg/l)</u>
BOD-5	250
Suspended Solids	250
Total Phosphorus	10
Ammonia (NH3)	20

16. Chapter 122, Sewer Rates and Charges, Section §122-40, shall be deleted in its entirety, and replaced to read:

Violations and penalties. Any person, partnership or corporation, including but not limited to the owner, general agent, contractor, lessee or tenant, who or which shall violate or permit a violation of any provision of this chapter or any other person who commits or takes part or assists in any such violation shall be liable for a judgment of not more than \$500 per violation, plus all court costs, including reasonable attorney's fees incurred by the Township as a result thereof in a civil enforcement proceeding initiated by a Township official on behalf of the Township before a District Justice. Each day that a violation is continued after notice thereof shall constitute a separate offense, unless the District Justice determining that there has been a violation further determines that there was a good faith basis for the person, partnership or corporation violating this chapter to have believed that there was no such violation, in which event there shall be deemed to have been only one such violation until the fifth day following the date of the determination of the violation by the District Justice, and thereafter, each day that a violation continues shall constitute a separate violation. Nothing contained in this section shall limit or restrict the power and authority of the Township to pursue remedies for violation of this chapter in civil proceedings before the Court of Common Pleas.

## SECTION II

1. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.

2. To the extent this Ordinance is inconsistent with the Code of Worcester Township, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
3. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.
4. This Ordinance shall become effective immediately upon enactment.

**ENACTED AND ORDAINED** by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 19<sup>th</sup> day of May, 2021.

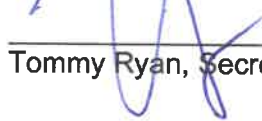
**FOR WORCESTER TOWNSHIP**

By:



Richard DeLello, Chair  
Board of Supervisors

Attest:



Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE 2021-285**

**AN ORDINANCE TO AMEND PROVISIONS OF THE  
MR MULTI-RESIDENTIAL DISTRICT IN THE CODE OF THE TOWNSHIP  
WORCESTER, AND TO REZONE ADDITIONAL PROPERTY.**

**WHEREAS**, on January 20, 2021 the Board of Supervisors adopted Resolution 2021-09, so to declare a municipal cure period in accordance with Pennsylvania Municipalities Planning Code §609.2; and,

**WHEREAS**, on February 17, 2021 the Board of Supervisors adopted Resolution 2021-10, so to make specific findings regarding the declaration, in accordance with Pennsylvania Municipalities Planning Code §609.2(1); and,

**WHEREAS**, the Township prepared this Ordinance to amend the Code of the Township of Worcester, and to rezone additional property, in order to address certain invalidities as noted in Resolution 2021-10;

**NOW, THEREFORE**, the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania hereby ordains and enacts as follows:

**SECTION I**

1. Chapter 150, Zoning, Article XIII, Section §150-83.B shall be deleted in its entirety and replaced as follows:

Multifamily dwelling in accordance with the regulations in this article.

2. Chapter 150, Zoning, Article XIII, Section §150-86.B shall be deleted in its entirety and replaced as follows:

Impervious coverage. In the case of any lot proposed to be developed for a single-family detached dwelling, 40% shall be the maximum total impervious coverage on such a lot. In the case of a property proposed to be developed with buildings containing two or more multifamily dwelling units, 50% shall be the maximum total impervious coverage on the land within the lot lines of the property exclusive of land within the ultimate right-of-way of public roads.

3. Chapter 150, Zoning, Article XIII, Section §150-87 shall be deleted in its entirety and replaced as follows:

A. Building height.

(1) Thirty feet, not exceeding two stories, shall be the maximum height for any building or other structure erected or enlarged in this district other than a multiple dwelling.

(2) Forty-five feet, not exceeding four stories, shall be the maximum height for any multiple dwelling erected or enlarged in this district.

(3) Fifteen feet, not exceeding 1.5 stories, shall be the maximum height for any structure accessory to a dwelling.

B. Building size. The maximum length of any multiple dwelling building shall be 200 feet.

4. Chapter 150, Zoning, Article XIII, Section §150-88.A shall be deleted in its entirety and replaced as follows:

Residential. For each dwelling unit in this district, two all-weather off-street parking spaces shall be provided in accordance with the applicable provisions of Article XXII. Upon determination by the Township Engineer, and approval by the Board of Supervisors, and compliance with Section §150-159, parking may be held in reserve.

5. Chapter 150, Zoning, Article XIII, Section §150-89.E and §150-89.F shall be deleted in their entirety and replaced as follows:

E. Special regulations for multifamily dwellings.

(1) Density. The base density for multifamily dwellings shall be twelve units per acre of developable area. The density can be increased as provided in this section up to a maximum density of fifteen units per acre of developable area.

(2) All buildings shall be in accordance with an overall plan and shall be designed as a single architectural scheme. The distance at the closest point between any two buildings utilized for multifamily dwelling units shall be not less than 30 feet except that such minimum distance shall be increased to not less than 75 feet where the Board of Supervisors determines that the front or rear of any such building is substantially parallel to the front or rear of a similarly used building.

(3) The development plan shall preserve and incorporate natural features such as woods, streams and open space areas, which add to the overall cohesive development of the Multi-Residential District and to overall Township development.

(4) All spaces between buildings, parking, loading, access and service areas shall be adequately illuminated at night. All lighting, including sign lighting, shall be arranged to protect the highway and adjoining property from direct glare or hazardous interference. All utility lines servicing the area shall be placed underground.

(5) Raw materials, supplies, trash, rubbish and other refuse shall be stored in covered containers within an adequate enclosure and handled and disposed of in such a manner not to give rise to smoke, odor or litter.

(6) Buffer areas.

(a) When any building for multifamily housing use is to be erected upon a tract of land, an unbuilt-upon buffer strip shall be provided between such buildings and adjoining properties. This buffer area shall be a minimum of 75 feet in width. It shall be landscaped and maintained by the developer and/or owner, as specified in the following subsection. Buffer areas may not be used for parking areas nor for recreational purposes, except for a walking trail. If a walking trail is provided, it shall be a minimum of 40 feet from a property line, except where it may connect to other trails and sidewalks. The walking trail shall be adequately buffered from view from surrounding properties.

(b) Shrubbery and trees. A screen planting strip of not less than 20 feet in width shall be provided in the buffer area. All screen planting strips shall include a dense screen planting of trees, shrubs or other plant materials or both, to the full length of the lot line to serve as a barrier to visibility, airborne particles, glare and noise. Such planting shall be located within the exterior 50 feet of the buffer area, and shall be in accordance with the following requirements:

[1] Plant materials used in screen planting shall be at least five feet in height when planted and be of a species as will produce, within two years a complete year-round evergreen visual screen at a height of five feet. Required types of evergreen plant materials are hemlock, pine, spruce, fir, holly and yew species, other species only when approved, in writing, by the Board of Supervisors.

[2] The screen planting shall be maintained permanently and any plant material which does not live shall be replaced within six months.

[3] The screen planting shall be so placed that at maturity it will not be closer than five feet from any ultimate right-of-way or property line.

[4] A clear-sight triangle shall be maintained at all street interactions and at all points where private vehicular accessways intersect public streets.

[5] The screen planting shall be broken only at points of vehicular and pedestrian access.

[6] Plans for buffer yards shall be submitted for review by the Township and approval by the Board of Supervisors.

[7] Deciduous trees shall be planted in the buffer area left over from the buffer strip and shall be planted at least 20 feet away from the strip and so placed that when matured, the branches of the adjoining trees will about meet. Such trees shall be not less than two inches to 2 1/2 inches diameter at the base of the tree at time of planting. Such trees shall be maintained in a healthy condition or replaced by new trees within six months.

(7) Amenities. Each development within the MR Multi-Residential District shall provide recreational facilities including but not limited to tot-lots, plazas public squares, outdoor meeting areas, grilling stations and outdoor fitness courts or other sport courts. At the discretion of the Board of Supervisors a developer

may provide a fee in lieu as an alternate to providing the required outdoor recreational activities.

(8) Application of Transfer Development Rights (TDRs).

(a) The MR Multi-Residential District shall constitute a receiving district for the transfer of development rights as provided by Article XXIX.

(b) TDRs may be utilized on a parcel in the MR Multi-Residential District receiving district as follows:

[1] Each TDR shall allow the developer to add up to three dwelling units per acre of developable area of the parcel in conformance with the requirements of this section, up to the maximum permitted density as permitted in this section.

[2] An application for the transfer of TDRs to a receiving parcel under this article shall comply with all of the requirements set forth in Article XXIX.

(9) All multifamily developments shall be connected to the public or centralized sewer and water systems.

## SECTION II

1. The Worcester Township Zoning Map is hereby amended to rezone the below property to MR Multi-Residential District:

TMP no.: 67-00-01540-00-4  
address: 1035 North Trooper Road, Norristown, PA 19403

2. As the MR Multi-Residential District is an overlay zoning district, the present and underlying zoning districts at the above property will remain.
3. The Township Engineer is directed to revise the Zoning Map.

## SECTION III

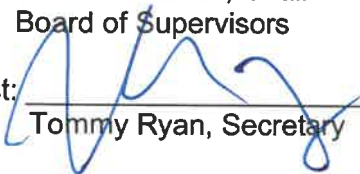
1. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.
2. To the extent this Ordinance is inconsistent with the Code of Worcester Township, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
3. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

4. This Ordinance shall become effective immediately upon enactment.

**ENACTED AND ORDAINED** by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 16<sup>th</sup> day of June, 2021.

**FOR WORCESTER TOWNSHIP**

By:   
\_\_\_\_\_  
Richard DeLello, Chair  
Board of Supervisors

Attest:   
\_\_\_\_\_  
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE 2021-286**

**AN ORDINANCE REPEALING AND REPLACING VARIOUS REGULATIONS  
REGARDING RECYCLABLE MATERIALS MANAGEMENT  
AND ESTABLISHING REGULATIONS AS TO OPEN FIRES AND BURNING**

**WHEREAS**, all property owners in Worcester Township ("Township"), shall participate in the collection and proper disposal of municipal waste; and,

**WHEREAS**, the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act 101 requires municipalities to recycle; and,

**WHEREAS**, the Pennsylvania Act 140 of 2006 requires municipalities to meet performance requirements enacted in Act 101; and,

**NOW, THEREFORE**, the Board of Supervisors do hereby ordain and enact as follows:

**SECTION 1**

1. Chapter 116, Recyclable Materials Management, Section 116-4 through Section 116-17 shall be repealed in their entirety and replaced with the following Section 116-4 through Section 116-18.

§ 116-4 Program responsibilities of Township.

A. In accordance with the responsibilities set forth in this chapter, the Township is authorized to establish rules and regulations related to the separation, collection, processing and marketing of recyclable materials and to enforce all such rules and regulations. The Township shall determine the recyclable materials to be separated by a person or entity and collected by the municipal waste collector. The Township may modify the list of recyclable materials to be separated by a person or entity and collected by the municipal waste collector by means of a resolution.

B. The Township shall, in conjunction with the municipal waste collectors, be responsible for establishing an education program and together shall conduct and maintain a comprehensive public information program as follows:

(1) The Township shall include articles and information on recycling requirements and activities within regular newsletters or mailings to residents and businesses in the community.

(2) The municipal waste collectors shall, at least 30 days prior to the start of the recycling program and at least every six months thereafter, deliver or include with their invoices sent to customers, an information sheet on recycling. At the request of the municipal waste collectors, the Township will, as a service to the municipal waste collectors, provide facts relative to the requirements and operation of the recycling program that can be utilized in the aforementioned information sheet.

C. The municipal waste collectors shall be responsible for obtaining all weight and volume quantity data. Said data shall be supplied to the Township on a quarterly basis and fourth quarter data shall be supplied to the Township by January 15 for the preceding year, so that the Township



may submit reports in accordance with Act 101 and other applicable laws and submit applications for recycling performance grants.

D. Each person or entity in the Township, as required by Act 101, shall be responsible for complying with the requirements of this chapter for the separation of recyclable materials. This shall include tenants and lessees occupying rented and non-owned property.

E. Owners, landlords or agents of any leased or rented property, other than single-family type homes or single-tenant-occupied property, shall be responsible for publicly posting educational information provided by the Township and/or municipal waste collectors, providing appropriate recyclable material collection containers and providing for pickup of such containers in accordance with this chapter. Owners, landlords or agents of a leased or rented property occupied by a single tenant may assign such responsibility to the tenant or lessee occupying a property, in writing or through a lease or rental agreement.

F. In accordance with Section 1501(c)(1)(iii) of Act 101, the Township shall exempt persons occupying commercial, institutional and municipal establishments from the requirements of this chapter if they have otherwise provided for the recycling of materials designated by this chapter. To be eligible for this exemption, the commercial, institutional or municipal waste generator must provide, on a quarterly basis, written documentation to the Township of the total quantity of each material recycled. Fourth quarter data shall be supplied to the Township by January 15 for the preceding year.

#### §116-5 Responsibilities of Residents and Businesses

A. Residents of the township shall have trash and recycling services, that allows for the legal disposal of municipal waste or dispose of waste in accordance with Montgomery County's Waste Plan.

B. Each person or entity in the Township, must be responsible for complying with the requirements of this chapter for the separation of recyclable materials. This shall include tenants and lessees occupying any rented or non-owned property.

C. Owners, landlords or agents of any leased or rented property, other than single-family type homes or single-tenant-occupied property, shall be responsible for publicly posting educational information provided by the Township and/or municipal waste collectors, providing appropriate recyclable material collection containers and providing for pickup of such containers in accordance with this chapter. Owners, landlords or agents of a leased or rented property occupied by a single tenant may assign such responsibility to the tenant or lessee occupying a property, in writing or through a lease or rental agreement.

D. In accordance with §1501(c)(1)(iii) of Act 101, persons are required to separate high grade office paper, aluminum, corrugated paper and leaf waste and other materials deemed appropriate, generated at commercial, municipal, or institutional establishments and from community activities. In accordance with §1501(c)(1)(iii) of Act 101, exempt persons occupying commercial, institutional and municipal establishments from the requirements of this chapter if they have otherwise provided for the recycling of materials designated by this chapter. To be eligible for this exemption, the commercial, institutional or municipal waste generator must provide, on a quarterly basis, written documentation to the Township of the total quantity of each material recycled. Fourth quarter data shall be supplied to the Township by January 15, for the preceding year.

E. Residents and businesses shall be permitted to utilize compost piles for yard waste and leaves. A compost pile shall comply with Article XXIV, §150-177, Accessory Uses and Structures.

§ 116-6 Responsibilities of municipal waste collectors.

A. The collection equipment and transportation vehicles used for the collection of municipal waste within the Township shall be of the closed-body type with an automatic compactor unit and said collection equipment and transportation vehicles shall be labeled to indicate the name of the municipal waste collector and shall further indicate that the vehicle is transporting municipal waste or recyclable materials. Said vehicles shall at all times be in good and proper mechanical condition and in compliance with the minimum safety and sanitary regulations of the Commonwealth of Pennsylvania. All such vehicles shall be specifically designed to prevent leakage of any liquid or fluids. Other type vehicles may be used only for the collection of recyclable materials and white goods, provided such items are separately collected in accordance with regulations established by the Board of Supervisors of the Township by a resolution. The municipal waste and recyclables so collected shall be suitably enclosed or covered so as to prevent roadside littering, attraction of vermin or creation of other nuisances. The collection equipment and transportation vehicles shall be kept in a clean and sanitary condition.

B. Each person or entity interested in becoming a municipal waste collector must provide certificates of insurance covering public liability for both bodily injury and property damage, owners' and contractors' protective insurance and automobile insurance with respect to personal injuries and property damage at the request of the Township. Such insurance shall be in amounts set forth in § 128-5 of the Solid Waste Management Ordinance.[1]

[1] Editor's Note: See Ch. 128, Solid Waste Management.

C. Each municipal waste collector shall, on the first day of each calendar quarter, file a rate schedule with the Township showing the rates to be charged to its customers for the collection of municipal waste and recyclable materials. Such rate schedule shall not be changed by the municipal waste collector without first giving notice to the Township at least 30 days prior to the effective date of such change. Each municipal waste collector shall file a map with the Township on the first day of each calendar year, or upon changes of its routes, showing the areas of the Township in which it operates and a timetable setting forth the days of collection. Collections of municipal waste and recyclable materials by municipal waste collectors shall take place solely between the hours of 6:30 a.m. and 10:00 p.m.

Each municipal waste collector shall, on the first day of each calendar quarter, file a rate schedule with the Township showing the rates to be charged to its customers for the collection of municipal waste and recyclable materials. Such rate schedule shall not be changed by the municipal waste collector without first giving notice to the Township at least 30 days prior to the effective date of such change. Each municipal waste collector shall file a map with the Township on the first day of each calendar year, or upon changes of its routes, showing the areas of the Township in which, it operates and a timetable setting forth the days of collection. Collections of municipal waste and recyclable materials by municipal waste collectors shall take place solely between the hours set forth by the Board of Supervisors by resolution, as described in §128-8.

D. The collector shall be responsible for the bulk ordering and purchasing of recycling containers for residents. One recycling container shall be provided for each residential unit (with the possible exception of one container to serve two or more multifamily residential units) in the Township.

Residents may use recycling containers other than those obtained from the collector, provided said recycling containers are appropriately labeled or otherwise identified as containers for recyclable materials.

E. Each municipal waste collector shall be responsible for complying with the requirements of this chapter for the collection, processing and marketing of recyclable materials.

F. Municipal waste collectors shall be responsible for coordinating the collection of leaf and yard waste, how the waste shall be packaged, and shall properly dispose of the waste at a location approved by the Pennsylvania Department of Environmental Protection.

#### § 116-7 Delegation of program responsibilities by Township.

Nothing in this chapter shall prohibit the Township from assigning a portion or all of its responsibilities under Act 101 and this chapter to another entity. Such assignment of responsibility will be accomplished in accordance with Section 304(c) of Act 101 and would require the Township to enter into a written agreement with the entity accepting such responsibilities. However, under no circumstances will the Township relinquish its right to select the methodology for conducting recycling, municipal waste collector subscription service to individual customers, franchising or bidding of municipal waste collector services on a partial or community-wide basis, or municipal waste collector services provided by a municipality.

#### § 116-8 Designation of recyclable materials.

A. Every resident of the Township shall be required to separate, at a minimum, newspaper, aluminum, clear glass, colored glass, bimetal cans and plastic products identified with either a No. 1 or a No. 2 for recycling. Commercial, municipal and institutional establishments shall be required to separate, at a minimum, high-grade office paper and corrugated paper from municipal waste in addition to aluminum. The Township may require that residents and commercial, municipal and institutional establishments separate other recyclable materials by regulations established by resolution of the Board of Supervisors.

B. Every person or entity must separate household hazardous waste and leaf waste from the recyclable materials and other municipal waste. It is the responsibility of a person or entity to dispose of household hazardous waste in accordance with applicable law. Provisions for the collection or use of leaf waste shall be the responsibility of the municipal waste collectors as more fully set forth in § 116-12.

C. All occupants of single-family homes, townhomes, rowhouse-type residences and all other dwellings where individual municipal waste collection occurs shall maintain a separate container of the type specified or provided by the Township or municipal waste collector to collect all designated recyclable materials in a commingled or modified commingled (e.g., different materials separated into brown paper bags and placed in the container) fashion, as established by the municipal waste collector. No municipal waste or recyclable material container shall be placed at the curb or in the front yard of any resident's property except during the period beginning at 6:00 p.m. on the evening prior to the day of scheduled collection, and the empty container shall be removed by 12:00 midnight on the day of scheduled collection. Newspapers may also be placed in brown paper, grocery store bags or bundled and tied, both across and lengthwise, with rope or cord and kept dry prior to collection, and placed at curbside with the recycling container. No such municipal waste containers or recyclable material containers, including bundles of newspapers,

(other than containers supplied by municipal waste collectors) shall weigh more than 50 pounds, and containers or bundles shall not be placed in the cartway. Municipal waste placed at the curb or street line for collection must be in closed, waterproof containers.

D. Owners or landlords of any multifamily residential units, such as apartments or condominiums where individual residential refuse collection does not occur, shall be responsible for providing suitable containers or dumpsters for recyclable materials. Such containers or dumpsters shall be provided through arrangements with a municipal waste collector, and source-separated or commingled recyclable material containers or dumpsters may be utilized. The containers or dumpsters must be provided at easily accessible locations, and written instructions must be provided to the occupants concerning the use and availability of such containers or dumpsters. Owners or landlords of multifamily residential units who comply with the requirements of this section shall not be liable for the noncompliance of any person or entity occupying their buildings as such noncompliance relates to separation of materials. All tenants or lessees of multifamily residential units shall be responsible for separating recyclable materials and placing them in the containers or dumpsters provided for such purposes.

E. Owners or landlords of any institutional, commercial, business or industrial establishment shall be required to meet the same requirements in Subsection D hereof unless such responsibilities are specifically assigned, in writing, to the tenant or lessee of such property. Such assignment may only occur, however, where a single tenant occupies the entire leased or rented property.

F. Collection of leaf and yard waste shall be required to meet the same requirements set forth in §116-13.

#### § 116-9 Collection of recyclable materials.

A. The municipal waste collector shall, in providing refuse collection and disposal services to a single-family residential home, also provide for the collection of recyclable materials. Where once or twice a week municipal waste collection is provided, the municipal waste collector must provide at least once a week recyclable material collection. Customers using once a month municipal waste collection must have recyclable materials collected at least once a month. Where a customer's designated day for the collection of recyclable materials falls on a holiday, the municipal waste collector shall collect recyclable materials on another day and shall notify those customers affected of that change. On January 30 of each year, the municipal waste collector shall provide proof to the Township that the collection of recyclable materials by it can be undertaken in accordance with the requirements of this chapter.

B. The collection of recyclable materials for all establishments, other than single-family residential homes, shall be on an as-required basis.

The collection of recyclable materials for all establishments, other than single-family residential homes, shall be on a monthly basis, at a minimum.

C. No municipal waste collector shall be permitted to allow recycling containers or dumpsters to fill beyond capacity and shall schedule the frequency of such collection accordingly.

#### § 116-10 Processing and marketing of recyclable materials.

A. The municipal waste collector shall be responsible for the processing and marketing of the recyclable materials. Such activities may be conducted by the municipal waste collector or any

agent thereof or a private entity conducting such business, a nonprofit entity able to undertake such effort or any governmentally owned or operated facility capable of such functions.

B. The municipal waste collector shall, prior to initiating processing and marketing activities, provide the Township with a summary of its proposed efforts, including the location of the facility(ies) to which the recyclable materials will be delivered, to the maximum extent possible. Any such facility(ies) shall be appropriately licensed and permitted. Updates shall be provided as changes are made.

C. The municipal waste collector shall, as part of its recording activities, provide a detailed listing of where the recyclable materials are sold or deposited and the weights of each of the recyclable materials so delivered. The municipal waste collector shall, upon request, provide the Township with copies of applicable licenses or permits of the ultimate facility(ies) to which the recyclable materials will be delivered.

#### § 116-11 Ownership of recyclable materials and municipal waste.

A. All recyclable materials and municipal waste placed at curbside for collection or in any container or dumpster designated for recyclable materials shall become the property of the municipal waste collector providing the service, except as outlined in § 116-11.

All recyclable materials and municipal waste placed at curbside for collection or in any container or dumpster designated for recyclable materials shall become the property of the municipal waste collector providing the service, except as outlined in §116-10.

B. It shall be a violation of this chapter for any person or entity, other than the municipal waste collector providing the service, to collect or remove any of the recyclable materials from their designated collection location, except as outlined in § 116-11. Each unauthorized collection from one or more designated locations on one calendar day in violation hereof shall constitute a separate and distinct offense punishable as hereinafter provided.

#### § 116-12 Alternate recycling activities.

A. Any person or entity may utilize alternative recycling methods, other than collection by a municipal waste collector, to accomplish the purpose of reutilizing recyclable materials. Recyclable materials may be donated or sold to any person or entity, whether operating for profit or not, provided that the recycler shall not utilize alternate recycling methods without prior written permission from the Township. Such materials must be delivered to the alternate recycling site or arrangements made with the alternate collector to pick up the recyclable materials at a time that will not interfere with the operations of the municipal waste collector. Each person or entity accepting recycled materials under this section must provide quarterly written documentation to the Township of the total quantity of each material recycled.

B. The Township shall permit an alternative recycling program to be developed in accordance with Section 1501(h) of Act 101 if the requirements of that section can be complied with. The Township shall, before implementation of the program, review and approve the program. The municipal waste collector conducting the program must provide quarterly written documentation to the Township of the total quantity of each material recycled.

#### § 116-13 Handling of leaf waste.

[Amended 11-21-2007 by Ord. No. 221]

A. The Township hereby authorizes establishment of a program for curbside collection of leaf waste at least once during the spring and at least once during the fall of each year. In the event leaf waste is not collected curbside at least once a month, the leaf waste program shall be augmented by designation of a drop-off compost facility for haulers and residents to utilize which must be open at least once per month for leaf waste which is generated between scheduled collections.

The Township hereby authorizes establishment of a program for curbside collection of leaf waste at least once per month.

B. Leaf waste collection shall be conducted by the Township or private municipal waste collectors in accordance with regulations of DEP. All leaf waste shall be disposed of in a DEP-permitted compost facility in accordance with all applicable state guidelines.

Leaf waste collection shall be conducted by a private municipal waste collector. All leaf waste shall be disposed at a compost facility approved by the Pennsylvania Department of Environmental Protection, and in accordance with all applicable state guidelines.

C. All private municipal waste collectors shall provide the Township with the name and address of the facility(ies) where the leaf waste will be disposed and report the quantity in tons or cubic yards. Leaf waste shall not be commingled with any other municipal solid waste. The disposal of leaf waste at a sanitary landfill, waste-to-energy facility or any other non-composting facility is strictly prohibited.

D. The methodology for separating and collecting leaf waste shall be established by the Township and implemented by the Township and communicated to participating private municipal waste collectors. The leaf waste collection guidelines set forth in this section are intended to be general in nature. The actual leaf waste collection and education program shall be established in more detail by the Township and is subject to modification as needed from time to time, provided any modifications to the program comply with this section and the most recent regulations of DEP.

The methodology for separating and collecting leaf waste shall be established by the Township and implemented by the Township and communicated to participating private municipal waste collectors and residents. The leaf waste collection guidelines set forth in this section are intended to be general in nature. The actual leaf waste collection and education program shall be established in more detail by the Township and is subject to modification as needed from time to time, provided any modifications to the program comply with this section and the most recent requirements of the Pennsylvania Department of Environmental Protection.

E. Leaf waste shall not be left at curbside more than 24 hours prior to collection and shall not be left in a form which obstructs the flow of traffic or affects the performance of drainage facilities or catch basins.

#### § 116-14 Recordkeeping.

A. All municipal waste collectors shall keep records of the quantities of recyclable materials collected in the Township. The records shall include the weight of the total quantities of recyclable materials and total quantities of municipal waste and an estimate of the corresponding volume of material for both recyclable materials and municipal waste. Estimates of the individual components comprising the commingled recyclable materials shall also be provided. Written reports shall be provided to the Township on reporting forms provided by the Township and shall

include the name and location of the processing center and/or recyclable materials dealer and the weights of each of the recyclable materials delivered to such center and/or dealer and shall be submitted in accordance with the time schedules established in this chapter.

B. Leaf waste quantities shall be recorded by the municipal waste collector collecting such materials. Such quantities may be in the form of estimates on either a cubic yard or tonnage basis collected, and written documentation of the total quantity of leaf waste collected must be provided to the Township by January 31 of each year for materials collected in the preceding calendar year.

C. Except as noted in § 116-11A and B and Subsection B hereof, all records shall be provided to the Township on a quarterly basis in typewritten tabular form and shall be due within 30 days after the end of each calendar quarter.

#### § 116-15 Enforcement and violations and penalties.

A. Any person or entity who shall violate the provisions outlined herein regarding the separation of recyclable materials shall receive an official written warning of noncompliance from the Township for the first offense. Thereafter, all such violators of the provisions of this chapter shall, upon being adjudged guilty of violating this chapter before any Justice of the Peace having jurisdiction within said Township, be sentenced as provided in Chapter 1, Article II, General Penalty.

B. Any person or entity who shall violate the provisions outlined herein regarding the unauthorized collection of recyclable materials shall be liable for payment of a civil fine in accordance with regulations established by the Board of Supervisors of the Township by resolution.

C. No municipal waste collector shall knowingly collect municipal waste which contains recyclable materials or leaf waste. The municipal waste collector shall provide a person or entity violating the provisions contained herein regarding the separation of recyclable materials with written notice for the first offense and also provide the Township with the same written notice. Any municipal waste collector who shall knowingly violate the provisions of this section and collect municipal waste containing recyclable materials or leaf waste from a person or entity who has previously been notified by the Township and/or a municipal waste collector of noncompliance shall receive an official warning for the first offense. The municipal waste collector shall, for subsequent offenses within a two-year period of the warning, be liable to a civil fine in accordance with regulations established by the Board of Supervisors of the Township by resolution.

No municipal waste collector shall knowingly collect municipal waste which contains recyclable materials or leaf waste. Any municipal waste collector who shall knowingly violate the provisions of this section and collect municipal waste containing recyclable materials or leaf waste from a person or entity who has previously been notified by the Township of noncompliance shall receive an official warning for the first offense. The municipal waste collector shall, for subsequent offenses within a two-year period of the warning, be liable to a civil fine in accordance with regulations established by the Board of Supervisors of the Township by resolution.

#### § 116-16 Interpretation.

This chapter shall be construed under the laws of the Commonwealth.

§ 116-17 Modifications.

The Township may, from time to time, modify the regulations adopted in accordance with this chapter or make modifications to this chapter.

§ 116-18 Implementation by waste collectors.

Municipal waste collectors shall take the necessary steps to implement the collection of recyclable materials upon the effective date of this chapter.

## SECTION II

1. Chapter 128, Solid Waste Management, §128-14 shall be deleted in its entirety and replaced with the following:

In addition to the penalty provided for in § 128-16, any continued violation of any of the provisions of this chapter which constitutes a nuisance in fact or which, in the opinion of the Board of Supervisors, constitutes a nuisance, may be abated by a proceeding against the violators in a court of equity or by seeking other relief available to the municipality, whether in equity or at law.

2. Chapter 128, Solid Waste Management, §128-15, shall be deleted in its entirety and replaced with the following.

Chapter 128, §128-15, Prohibition of Open Fires and Burning.

- a) It shall be unlawful to burn, ignite, incinerate, maintain or permit to bury any materials whatsoever, of whatever nature, including solid waste, recyclable materials, leaves, grass, weeds, and hedge and tree trimmings.
- b) Exceptions to allow open fire and burning:
  - i. Burning shall be permitted for fire-fighting training by Township-designated fire-fighting organizations conditioned on prior approval of the Worcester Township Fire Marshal.
  - ii. Burning shall be permitted for recreational and entertainment purposes, such as bonfires and camp-fires, conditioned on prior approval of the Worcester Township Fire Marshal. Fire pits, fire bowls, and chimineas may be used without Fire Marshal approval provided these are used in accordance with the manufacturer's safety guidelines.
  - iii. When approved by a government agency only, burning is permitted for (a) the prevention and control of disease or pests, (2) the conservation and management of unique and natural areas, (3) the prevention or abatement of a fire hazard, (4) a management technique for preventing wildfires, scientific research, or vegetation management, or (5) for agricultural uses and purposes as permitted by State Law.



3. Chapter 128, Recyclable Materials Management, §128-16 shall be added as follows:

§ 128-16 Violations and penalties.

Any person or entity shall, upon being adjudged guilty of violating this chapter before any Justice of the Peace having jurisdiction within Worcester Township, be sentenced as provided in Chapter 1, Article II, General Penalty.


### SECTION III

1. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.
2. To the extent this Ordinance is inconsistent with the Code of Worcester Township, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
3. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.
4. This Ordinance shall become effective immediately upon enactment.

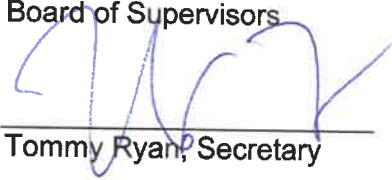
**ENACTED AND ORDAINED** by the supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 18<sup>th</sup> day of August, 2021.

**FOR WORCESTER TOWNSHIP**

BY:

  
Richard DeLello, Chair  
Board of Supervisors

Attest:

  
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE 2021-287**

**AN ORDINANCE AMENDING VARIOUS  
PROVISIONS OF THE TOWNSHIP CODE**

**WHEREAS**, from time to time, corrections and other revisions are required to be made to Township Code of Worcester Township; and,

**WHEREAS**, the Commonwealth of Pennsylvania mandates that municipalities have published in a newspaper of general circulation all proposed ordinances that make such corrections and revisions, at a great expense to municipalities; and,

**WHEREAS**, Worcester Township consolidates such corrections and revisions into one proposed ordinance, in lieu of individual ordinances, so to minimize the expense incurred by the taxpayers in meeting this unfunded advertisement mandate;

**NOW, THEREFORE**, the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania hereby ordains and enacts as follows:

**SECTION I**

1. Chapter 130, Subdivision & Land Development, Attachment 5, shall be amended by correcting the name of the following roadway:

Landis Road

2. Chapter 150, Zoning, Article XIII, §150-87 shall be deleted in its entirety and replaced as follows:

A. Building height.

(1) Thirty feet, not exceeding two stories, shall be the maximum height for any building or other structure erected or enlarged in this district other than an apartment house/garden apartment.

(2) Forty-five feet, not exceeding four stories, shall be the maximum height for any apartment house/garden apartment erected or enlarged in this district.

(3) Fifteen feet, not exceeding 1.5 stories, shall be the maximum height for any structure accessory to a dwelling.

B. Building size.

The maximum length of any multifamily dwelling building shall be 200 feet.

3. Chapter 150, Zoning, Article XIII, §150-89.E(1) shall be deleted in its entirety and replaced as follows:

E. Special regulations for multifamily dwellings.

(1) Density. The base density for an apartment house/garden apartment use shall be twelve units per acre of developable area. The density for an apartment house/garden apartment use may be increased as provided in this section up to a maximum density of fifteen units per acre of developable area. The density for all other types of multifamily dwellings shall be four units per acre of developable area.

4. Chapter 150, Zoning, Article XIII, §150-89.E(8) shall be deleted in its entirety and replaced as follows:

(8) Application of Transfer Development Rights (TDRs).

(a) The MR Multi-Residential District shall constitute a receiving district for the transfer of development rights as provided by Article XXIX for an apartment house/garden apartment use only.

(b) TDRs may be utilized on a parcel in the MR Multi-Residential District for an apartment house/garden apartment use as follows:

[1] Each TDR shall allow the developer to add up to three dwelling units to the receiving parcel in conformance with the requirements of this section, up to the maximum permitted density as permitted by this section.

[2] An application for the transfer of TDRs to a receiving parcel under this article shall comply with all of the requirements set forth in Article XXIX.

5. Chapter 150, Zoning, Article XVIA, §150-110.7, the requirements for lot areas (1) 18,000 to 29,000 sq. ft. and (2) 30,000 to 39,999 sq. ft. shall be deleted, and replaced as follows:

Lot Area	Maximum Impervious Surface Coverage
18,000 to 39,999 sq. ft.	25%

6. Chapter 150, Zoning, Article XXIV, §150-202, shall be deleted in its entirety.

**SECTION II**

1. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.
2. To the extent this Ordinance is inconsistent with the Code of Worcester Township, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
3. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.
4. This Ordinance shall become effective as provided by law.

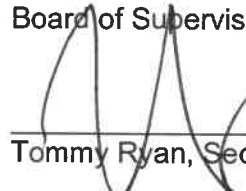
**ENACTED AND ORDAINED** by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 20<sup>th</sup> day of October, 2021.

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Richard DeLello, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_  
Tommy Ryan, Secretary