



POCONO TOWNSHIP COMMISSIONERS

AGENDA

July 19, 2021 | 7:00 p.m.

112 Township Drive, Tannersville, PA

**Dial-In Option: 646 558 8656**

**Meeting ID: 831 3396 8245**

**Passcode: 138803**

**Zoom Link:**

**[https://us06web.zoom.us/j/83133968245?pwd=SGVrOG0rWTdZam9RZjJlTHJacytU](https://us06web.zoom.us/j/83133968245?pwd=SGVrOG0rWTdZam9RZjJlTHJacytUUT09)**

**[UT09](#)**

**Open Meeting**

**Pledge of Allegiance**

**Roll Call**

**Public Comment**

*We ask that any resident making public comment, including those who may have dialed in by phone, please identify yourselves, provide your street address and state the spelling of your name when addressing the Commissioners.*

*Comments are for any issue. Please limit individual comments to five (5) minutes to allow time for others wishing to speak and direct all questions and comments to the President.*

**Announcements**

- Pocono Township will host our annual Community Day on Saturday, August 14 (with an August 15 rain date). We will have a variety of activities, exhibitors and food for the whole family, with fundraising opportunities to support our Fire Company and Library.
- An executive session was held prior to tonight's meeting to discuss personnel issues and the sale of the Township-owned I-80 parcel.

**Hearings** – None

**Presentations**

- Recognition of the service of Sr. Patrolman Scott Kresge and Detective Thomas Lynott upon their retirement from the Pocono Township Police Department.
- Swearing-in ceremony for new Patrolman, Chris Chiusano – District Magistrate Daniel Kresge

**Resolutions**

**Resolution 2021-16** – Motion to pass Resolution 2021-16 approving a supplemental appropriation to the 2021 budget for the purchase of the property located at 114 Alger Avenue, Tannersville, PA. **(Action Item)**

**Resolution 2021-17** – Motion to pass Resolution 2021-17 authorizing the submission of a DCED Multimodal Transportation Fund grant application to the Commonwealth Financing Authority for the purpose of infrastructure upgrades to the intersection of SR 611, Pigeon Way and Old Mill Road, and the intersection of Pigeon Way and Learn Road in Pocono Township. **(Action Item)**

**Consent Agenda**

- Motion to approve a consent agenda including the following items:
  - Old Business comprised of the minutes of the July 6, 2021 regular meeting of the Board of Commissioners.
  - New business comprised of approval of the following financial transactions:
    - Ratification of vouchers payable received through July 15, 2021 in the amount of \$4,343.56.
    - Ratification of gross payroll for pay periods ending July 11, 2021 in the amount of \$108,757.21.
    - Vouchers payable received through July 15, 2021 in the amount of \$228,118.14.
    - Sewer operating fund expenditures through July 15, 2021 in the amount of \$128,564.56.
    - Sewer construction fund expenditures through July 15, 2021 in the amount of \$10,860.74.
    - Approval of a Fire Tax disbursement of \$3,997.44 to the Pocono Township Volunteer Fire Company. **(Action Items)**
    - Motion to approve an interfund transfer of \$192,000 from the Township's General Fund balance to the Township's Capital Reserve Fund for the purchase of the property located at 114 Alger Avenue, Tannersville, PA. **(Action Item)**

**NEW BUSINESS****1. Personnel**

- Motion to approve a Memorandum of Understanding with the Police Union outlining terms for the temporary appointment of an Acting Chief of Police. **(Action Item)**

**2. Travel/Training Authorizations – None****Report of the President**

Richard Wielebinski

- Opening of sealed bids and possible bid award for the purchase of the Township-owned I-80 parcel. **(Action Item)**
- Motion to advertise a public hearing for August 2, 2021 to amend the Township's Cable Franchise Agreement Ordinance. **(Action Item)**
- Update – COSTARS quote from Miller Sports for the installation of a basketball court at TLC Park. **(Possible Action Item)**

**Commissioner Comments**

Jerrold Belvin – Vice President

- Emergency Management Update
- FEMA Flood Mitigation grant application

- Monroe County Hazard Mitigation Plan Update
- Discussion regarding Township generator failure **(Potential Action Item)**

Ellen Grandt – Commissioner

Jerry Lastowski – Commissioner

Keith Meeker – Commissioner

## **Reports**

### **Zoning**

### **Emergency Services**

- Police
- EMS
- Fire

### **Public Works Report**

- Current Public Works projects report
- TLC Park Project Update
- Update – Park Lane Culvert Replacement – Dirt and Gravel Grant

### **Administration – Manager’s Report**

- Discussion regarding Mountain View Park staff hourly compensation rates and staffing shortages at the Park. **(Possible Action Item)**
- Update – American Recovery Act
- Update – Subdivision and appraisal of Bartonsville Avenue pump station property.
- Update – Regional HSPS Comprehensive Plan.

### **Township Engineer Report**

- Intersection improvements to Learn Road, Pigeon Way, Old Mill Road and SR 611
- St. Paul’s Lutheran Drainage Basin
- Righthand turn lanes from Rt. 611 onto Rimrock Road and Bartonsville Avenue
- Fish Hill easement plan
- Preliminary plan to address drainage issues at Sunlite Lane & Tara Hill Drive

### **Township Solicitor Report**

- HJP Park Agreement between Pocono and Jackson Townships
- Update – Purchase of 114 Alger Avenue
- Core5 Industrial Partners Variance Request
- Update – Johnson STR Appeal
- Update – Kelly Family Trust

## **Public Comment**

*Please limit individual comments to 5 minutes to allow time for others wishing to speak and direct all questions and comments to the President.*

## **Adjournment**

**TOWNSHIP OF POCONO, MONROE COUNTY,  
PENNSYLVANIA**

**RESOLUTION 2021-16**

**A RESOLUTION APPROVING SUPPLEMENTAL APPROPRIATIONS  
TO THE 2021 BUDGET**

**WHEREAS**, the Board of Commissioners is empowered pursuant to the First Class Township Code to make supplemental appropriations at any time and for any lawful purpose from funds not otherwise appropriated and for items not set forth in the adopted budget; and

**WHEREAS**, the Board of Commissioners wishes to make a supplemental appropriation from funds on hand in the Township's General Fund balance to the Township's Capital Reserve Fund for the purchase of real property as set forth in the settlement statement attached.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the supplemental appropriation be approved for the purchase of the property located at 114 Alger Avenue, as listed.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 19<sup>th</sup> day of July, 2021.

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Taylor Munoz  
Title: Township Manager

By: \_\_\_\_\_  
Print Name: Richard Wielebinski  
Title: President

**Township of Pocono, Monroe County, Pennsylvania**  
**Resolution 2021-17**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A MULTIMODAL  
TRANSPORTATION FUND GRANT APPLICATION TO THE COMMONWEALTH  
FINANCING AUTHORITY**

**BE IT HEREBY RESOLVED**, that the Board of Commissioners of the Township of Pocono, located in Monroe County, Pennsylvania, approves the submission of a Multimodal Transportation Fund grant in an amount not to exceed \$1,500,000 from the Commonwealth Financing Authority to complete infrastructure upgrades at the intersection of SR 611, Pigeon Way and Old Mill Road, and the intersection of Pigeon Way and Learn Road in Pocono Township.

**BE IT FURTHER RESOLVED**, that the Applicant does hereby designate the President of the Board of Commissioners to execute all documents and agreements between the Township of Pocono and the Pennsylvania Department of Community & Economic Development to facilitate and assist in obtaining the requested grant.

**SO RESOLVED**, this 19<sup>th</sup> day of July, 2021.

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Taylor Munoz  
Title: Township Manager

By: \_\_\_\_\_  
Print Name: Richard Wielebinski  
Title: President

**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
July 6, 2021 7:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on July 6, 2021 and was opened by President Rich Wielebinski at 7:05 p.m. followed by the Pledge of Allegiance.

**Roll Call:** Jerrod Belvin, present; E. Gnandt, present; J. Lastowski, present; Keith Meeker, present; and Rich Wielebinski, present.

**In Attendance:** Leo DeVito, Township Solicitor, Broughal & DeVito; Amy Montgomery, P.E., Representative for Township Engineer, Boucher & James, Inc.; Taylor Muñoz, Township Manager; Robert Sargent, Roadmaster; and Krisann MacDougall, Administrative Assistant.

**Public Comment**

John LeFante (58 Swiftwater Ave, Pocono Manor) – Provided history of Pocono Manor and broad issues related to Air BnB. Identified nuisance issues with short term rentals.

Sammy Jackson (204 Lake Road, Pocono Manor) – Thanked J. Acosta and T. Munoz for assistance in addressing concerns with an Air BnB across from his home. Showed video of repeated issues with the subject Air BnB. Asked whether the Township could give them notification of potential short-term rentals.

Wendy Koch (330 Sunset Ave, Pocono Manor) – Feels strongly that enforcement of Township ordinances and zoning regulations are needed. Identified issues with noise as a recurrent concern with Air BnBs. Asked questions about ordinance provisions.

R. Wielebinski outlined the strong stance the Township has taken against Air BnBs. L. DeVito gave history of legal cases surrounding short term rentals and various ordinance provisions. J. Belvin stated we have the option to also get the County Waste Authority involved.

Tom Cogswell (16 Park Terrace, Pocono Manor) – Asked whether Pocono Manor could be rezoned to residential.

J. Lastowski made a motion, seconded by E. Gnandt, to suspend the agenda to consider the first item on R. Wielebinski's report. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by J. Lastowski, to rescind the Township's mask policy to reflect the current CDC guidelines and the Commonwealth lifting the mask mandate as of June 28, 2021. All in favor. Motion carried.

**Announcements**

- Pocono Township will host our annual Community Day on Saturday, August 14 (with an August 15 rain date). We will have a variety of activities, exhibitors, and food for the whole family, with fundraising opportunities to support our Fire Company and Library.

**Hearings**

- Ordinance 2021-05 – Orion Fuels LLC Liquor License Transfer

R. Wielebinski made a motion, seconded by K. Meeker, to open a Public Hearing for consideration of the request of Orion Fuels, LLC d/b/a Orion Markets to transfer Restaurant Liquor License No. R-8316 to their facility located at 1933 Route 611, Swiftwater, Pocono Township, Monroe County pursuant to

the Pennsylvania Liquor Code. J. Lastowski asked if there are any restrictions that go along with the transfer or whether it is a paper issue for the Township. L. DeVito stated it is standard for the Township to allow for liquor license transfer and the applicant is subject to the Liquor Control Board regulations. The Liquor Control Board requires that the Township has a hearing so that transfer can be publicly vetted. E. Gmandt asked whether we should specify where the license is coming from. All in favor. Motion carried.

Applicant stated they have a liquor license in Middle Smithfield Township tied to a building they have not been able to use. They are requesting to transfer the license to their Pocono Township gas station. J. Lastowski asked about layout of the building and seating accommodations. Applicant is working with architect and engineer for renovations and land development. R. Wielebinski asked about whether beer purchases are vetted using a driver's license. J. Belvin asked how parking will be handled. Applicant stated they are looking at the neighboring property that is for sale for possible parking purposes in the future.

No public comment.

R. Wielebinski made a motion, seconded by J. Lastowski, to close the Public Hearing. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by J. Lastowski, to open hearing to consider Ordinance 2021-05 to approve the transfer of Restaurant Liquor License No. R-8316 to Orion Fuels, LLC d/b/a Orion Markets located at 1933 Route 611, Swiftwater, Pocono Township, Monroe County pursuant to the Pennsylvania Liquor Code. No comments. All in favor. Motion carried.

No public comment.

R. Wielebinski made a motion, seconded by K. Meeker, to close the Public Hearing. E. Gmandt asked that the Ordinance reflect that the license is being transferred from Middle Smithfield Township. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by J. Lastowski, to adopt Ordinance 2021-05 to approve the transfer of Restaurant Liquor License No. R-8316 to Orion Fuels, LLC d/b/a Orion Markets located at 1933 Route 611, Swiftwater, Pocono Township, Monroe County pursuant to the Pennsylvania Liquor Code. All in favor. Motion carried.

**Presentations** – No presentations.

**Resolutions** – No resolutions.

### **Consent Agenda**

- Motion to approve a consent agenda including the following items:
  - Old Business comprised of the minutes of the June 21, 2021 regular meeting of the Board of Commissioners.
  - New business comprised of approval of the following financial transactions:
    - Ratification of vouchers payable received through July 1, 2021 in the amount of \$1,115.99.
    - Ratification of gross payroll for pay periods ending June 27, 2021 in the amount of \$105,758.98.
    - Vouchers payable received through July 1, 2021 in the amount of \$45,847.34.
    - Sewer operating fund expenditures through July 1, 2021 in the amount of \$16,290.64.
    - Sewer construction fund expenditures through July 1, 2021 in the amount of \$13,495.29.
    - Capital reserve fund expenditures through July 1, 2021 in the amount of \$19,311.30.
    - Approval of a Fire Tax disbursement of \$4,973.85 to the Pocono Township Volunteer Fire Company.

R. Wielebinski made a motion, seconded by J. Lastowski, to approve the consent agenda. All in favor. Motion carried.

## **NEW BUSINESS**

### **1. Personnel**

R. Wielebinski made a motion, seconded by E. Gndt, to extend an offer of conditional employment to Devin Dehart, candidate for Patrol Officer with Pocono Township Police Department, and, if declined, to authorize the Township Manager and Police Sergeant to extend an offer of employment to the next qualified candidate per the Civil Service process. All in favor. Motion carried.

### **2. Travel/Training Authorizations**

R. Wielebinski made a motion, seconded by E. Gndt, to approve the attendance of Paola Razzaq, Township Fiscal Administrator, at the 2021 PA Institute of Certified Public Accountants 2021 Virtual Conference for Not-For-Profit & Government Accounting (July 12-13, 2021), and all costs associated with registration including the \$579 registration fee. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by E. Gndt, to approve the attendance of Taylor Muñoz, Township Manager, at the PSATS "Developing Your Township Budget" training on August 12, 2021 held at Worcester Township, and to approve all costs associated with the class including the \$35.00 registration fee. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by E. Gndt, to approve the attendance of Taylor Muñoz, Township Manager, at the 2021 PSATS HR & Labor Management Institute held September 23-24, 2021 and all costs associated with the training including the \$99.00 registration fee and \$89 discounted hotel stay. E. Gndt stated great that there are trainings. All in favor. Motion carried.

### **Report of the President**

Richard Wielebinski

R. Wielebinski made a motion, seconded by K. Meeker, to advertise the renewal of Pocono Township's Cable Franchise Agreement for Public Hearing on July 19, 2021. E. Gndt outlined concerns with sections 1.6, 1.7, 2.1, 2.4, 2.5, 2.6, 3.1, 9.3 and 13.3. Requested that addresses be updated for the Township and various community facilities. J. Lastowski moved to table motion, E. Gndt seconded. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to waive the formal land development process for inclusion of a food truck corral on the property of The Crossings, on the condition that they provide a revised final land development plan for recording in the Monroe County Recorder of Deeds office. T. Muñoz clarified there would be virtually no physical changes to the property, with notations indicated on the land development plan where food trucks would be permanently located. E. Gndt inquired about removing parking spaces for food trucks. Roll call vote: J. Belvin, yes; E. Gndt, no; J. Lastowski, yes; K. Meeker, yes; R. Wielebinski, yes. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to contract with Bob & Mike Wallingford Mason Contractors for \$17,500.00 to repair and rebuild the wingwalls for the TLC Park spillway, including repointing all walls and building an approximately 30-foot stone wall. E. Gndt asked whether three quotes were received. R. Wielebinski amended motion to include the additional stone masons that did not provide quotes. All in favor. Motion carried.

- Commended Commissioner Jerrod Belvin, Township Emergency Management Coordinator, for completion of the PA Municipal Government Academy (PMGA) and his recognition by the International Association of Emergency Managers (IAEM) for their Region 3 "40 Under 40."
- Update – COSTARS quote from Miller Sports for the installation of a basketball court at TLC Park – Waiting on response from Miller Sports.



### **Commissioner Comments**

Jerrold Belvin – Vice President

- FEMA Flood Mitigation grant application – Will have further information in August.
- Discussion regarding Township generator failure - Generator did not work during last power outage. Township is still powered off a residential feed. T. Muñoz will research vendors on COSTARS and contact companies to come evaluate Township needs.

Ellen Gndt – Commissioner – No comment.

Jerry Lastowski – Commissioner – Was asked by a resident whether Township has any control over inventory of fireworks maintained by fireworks businesses. J. Belvin shared that the State Police fire marshal is researching whether there are any regulations regarding supply of fireworks. E. Gndt asked whether we should include the grocery stores in posting the fireworks restrictions notice since they sell fireworks.

Keith Meeker – Commissioner – No comment.

### **Reports**

#### **Emergency Services**

- Police – S. Goucher indicated incident reports are up. There has been an increase in traffic citations, written warnings, accident reports and 911 calls. 13 fireworks calls were received between Friday and Monday. A resident was cited for repeat violations. Two fireworks calls were Air BnBs and some were local residents who were given warnings. Fireworks cannot be transported or stored in U-Haul trucks.

#### **Public Works Report**

- Current Public Works projects report – Paving will be complete tomorrow. Road crew is adding shoulders to roads paved and completing drainage culverts in Deer Mountain development.
- TLC Park Project Update – As soon as shoulders and drainage work are complete, crew will move forward with grading work at TLC.
- Update – Park Lane Culvert Replacement – Dirt and Gravel Grant – Still under review.

#### **Administration – Manager's Report**

- American Recovery Act – Funds expected by middle of July.
- Update – Subdivision and appraisal of Bartonsville Avenue pump station property – Waiting on response from appraiser.
- Discussion regarding comprehensive update of the Township's Stormwater & Land Development Ordinance (SALDO) – Looking ahead to next year, a full revision of the Township's SALDO should be undertaken and budgeted.
- Update – Regional HSPS Comprehensive Plan – Regional Comp Plan meeting was held last Wednesday. A draft plan copy should be available for review in August.
- Seeking permission to hire an additional Mountain View Park seasonal employee at a rate of \$12.00 per hour, and to fill additional vacancies as needed should the workload require.

R. Wielebinski made a motion, seconded by K. Meeker, to hire an additional seasonal MVP employee at a rate of \$12.00 per hour. All in favor. Motion carried.

- Food Truck Issue – Will work with Lisa Pereira to prepare a food truck ordinance draft for the Board's consideration.

### **Township Engineer Report**

- Righthand turn lanes from Rt. 611 onto Rimrock Road and Bartonsville Avenue – Resubmission made to PennDOT, waiting on review. Possibly another 30 days to hear back from PennDOT.
- Fish Hill easement plan – Email was received back from St. Paul's Lutheran Church indicating their property committee will discuss the easement request at a meeting on July 15, 2021.
- Preliminary plan to address drainage issues at Sunlite Lane & Tara Hill Drive – Finalizing recommendations. A sketch was submitted previously.

### **Township Solicitor Report**

- Update – Purchase of 114 Alger Avenue – Everything needed has been prepared for closing. Motion needed to authorize the President or Vice President to sign, along with the Manager, all appropriate documents to complete the closing. Will send out draft of settlement statement so Township knows what is paid and any other costs associated with sale.

R. Wielebinski made a motion, seconded by J. Belvin, to authorize the President and Township Manager to sign all documents required for the closing of 114 Alger Avenue. All in favor. Motion carried.

- Public bid active for the Township-owned I-80 parcel – Bid was sent out and advertised. Opening of bids is scheduled for next Commissioners meeting.
- Core5 Industrial Partners Variance Request – Township received two variance requests from Core5 Industrial Partners. Developers are proposing a warehouse on Warner Road. One request is to reduce the number of parking spaces. The second variance request relates to encroachment into the wetland buffer during construction.

R. Wielebinski made a motion, seconded by E. Gndt, for L. DeVito and Engineer to attend Zoning Hearing for Core5 Industrial Partners variance request. J. Lastowski would like more information before voting. R. Wielebinski rescinded his motion, along with E. Gndt, until more information is received.

- Zoning Hearing Board Update – Appeal of Ryan Possinger - ZHB hearing concluded and ruled against the Township. Will discuss further in executive session.
- Update – Johnson STR Appeal - Case was argued before Judge Zulick last week.

**Public Comment** – No public comment.

### **Adjournment**

R. Wielebinski made a motion, seconded by K. Meeker, to adjourn the meeting at 9:59 p.m. and go into Executive Session to discuss personnel and potential litigation regarding the Possinger Zoning Hearing Board matter, and not return. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday, July 19, 2021

### SUMMARY

#### Ratify

|                    |    |            |
|--------------------|----|------------|
| General Fund       | \$ | 3,691.65   |
| Payroll            | \$ | 108,757.21 |
| Sewer Operating    | \$ | 651.91     |
| Sewer Construction | \$ | -          |
| Capital Reserve    | \$ | -          |

#### Bill List

|                                      |    |            |
|--------------------------------------|----|------------|
| TOTAL General Fund                   | \$ | 228,118.14 |
| TOTAL Sewer <u>OPERATING</u> Fund    | \$ | 128,564.56 |
| TOTAL Sewer <u>CONSTRUCTION</u> Fund | \$ | 10,860.74  |
| TOTAL Capital Reserve Fund           | \$ | -          |
| Liquid Fuels                         | \$ | -          |

|                       |    |          |
|-----------------------|----|----------|
| Fire Tax Disbursement | \$ | 3,997.44 |
|-----------------------|----|----------|

|                           |    |   |
|---------------------------|----|---|
| <u>Budget Adjustments</u> | \$ | - |
|---------------------------|----|---|

|                              |    |   |
|------------------------------|----|---|
| <u>Budget Appropriations</u> | \$ | - |
|------------------------------|----|---|

#### Interfund Transfer

##### To Purchase of Alger Avenue Property

|                    |    |            |
|--------------------|----|------------|
| From: GENERAL FUND | \$ | 192,000.00 |
|--------------------|----|------------|

|                     |    |            |
|---------------------|----|------------|
| To: CAPITAL RESERVE | \$ | 192,000.00 |
|---------------------|----|------------|

#### Notes:

## POCONO TOWNSHIP CHECK LISTING

**RATIFY**

Monday, July 19, 2021

| <b>General Fund</b> | <u>Date</u> | <u>Check</u> | <u>Vendor</u> | <u>Memo</u>              | <u>Amount</u>        |
|---------------------|-------------|--------------|---------------|--------------------------|----------------------|
| Payroll             | 07/16/2021  |              |               | PAYROLL ENDING 7/11/2021 | \$ 108,757.21        |
|                     |             |              |               | <b>TOTAL PAYROLL</b>     | <b>\$ 108,757.21</b> |

**General Expenditures**

| <u>Date</u>                     | <u>Check</u> | <u>Vendor</u>             | <u>Memo</u>            | <u>Amount</u>      |
|---------------------------------|--------------|---------------------------|------------------------|--------------------|
| 7/1/2021                        | 61090        | VERIZON CONNECT           | Police GPS             | \$ 325.45          |
| 7/7/2021                        | 61091        | PENTELEDATA               | INTERNET SERVICE       | \$ 150.00          |
| 7/7/2021                        | 61092        | PENTELEDATA               | INTERNET SERVICE       | \$ 317.08          |
| 7/7/2021                        | 61093        | STAPLES                   | OFFICE SUPPLIES        | \$ 51.45           |
| 7/13/2021                       | 61094        | SCOTTS SIGNS AND PRINTING | SIGNS AND PLAQUES      | \$ 178.80          |
| 7/14/2021                       | 61095        | BLUE RIDGE                | PHONE SERVICE          | \$ 397.89          |
| 7/14/2021                       | 61096        | ATT MOBILITY              | POLICE PHONE AND IPADS | \$ 1,943.66        |
| 7/14/2021                       | 61097        | ATT MOBILITY              | TWP CELLPHONES         | \$ 327.32          |
| <b>TOTAL General Fund Bills</b> |              |                           |                        | <b>\$ 3,691.65</b> |

**Sewer Operating Fund**

| <u>Date</u> | <u>Check</u> | <u>Vendor</u> | <u>Memo</u>      | <u>Amount</u>    |
|-------------|--------------|---------------|------------------|------------------|
| 7/7/2021    | 1939         | PENTELEDATA   | INTERNET SERVICE | \$ 299.75        |
| 7/14/2021   | 1940         | BLUE RIDGE    | PHONE SERVICE    | \$ 126.76        |
| 7/14/2021   | 1941         | ONIX VALVE    | SUPPLIES         | \$ 225.40        |
|             |              |               |                  | <b>\$ 651.91</b> |

**Sewer Construction Fund**

| <u>Date</u> | <u>Check</u> | <u>Vendor</u> | <u>Memo</u> | <u>Amount</u>                        |
|-------------|--------------|---------------|-------------|--------------------------------------|
|             |              |               |             | <b>TOTAL Sewer Construction Fund</b> |
|             |              |               |             | <b>\$ -</b>                          |

**Capital Reserve Fund**

| <u>Date</u> | <u>Check</u> | <u>Vendor</u> | <u>Memo</u> | <u>Amount</u>                     |
|-------------|--------------|---------------|-------------|-----------------------------------|
|             |              |               |             | <b>TOTAL Capital Reserve Fund</b> |
|             |              |               |             | <b>\$ -</b>                       |

|                                 |           |                   |                 |
|---------------------------------|-----------|-------------------|-----------------|
| <b>TOTAL General Fund</b>       | \$        | 112,448.86        |                 |
| <b>TOTAL Sewer Operating</b>    | \$        | 651.91            | Authorized by:  |
| <b>TOTAL Sewer Construction</b> | \$        | -                 |                 |
| <b>Total Capital Reserve</b>    | \$        | -                 | Transferred by: |
|                                 | <b>\$</b> | <b>113,100.77</b> |                 |

# POCONO TOWNSHIP CHECK LISTING

## Monday, July 19, 2021

### General Fund

| Date      | Check | Vendor                                 | Memo                                        | Amount        |
|-----------|-------|----------------------------------------|---------------------------------------------|---------------|
| 7/15/2021 | 61098 | Access Office Technologies             | Copier leases and phone support             | \$ 776.23     |
| 7/15/2021 | 61099 | ADP, LLC                               | Payroll Services                            | \$ 597.43     |
| 7/15/2021 | 61100 | AFLAC                                  | Supplemental Insurance                      | \$ 992.52     |
| 7/15/2021 | 61101 | ARGS Technology, LLC                   | June 2021 Police & Twp IT Services          | \$ 3,179.00   |
| 7/15/2021 | 61102 | Best Auto Service Center               | Police vehicle maintenance                  | \$ 1,549.37   |
| 7/15/2021 | 61103 | Brodhead Creek Regional Authority      | TWP Monthly Sewer                           | \$ 177.08     |
| 7/15/2021 | 61104 | Broughal & DeVito, L.L.P.              | Legal services                              | \$ 8,337.07   |
| 7/15/2021 | 61105 | Chemung Supply Corporation             | Road materials                              | \$ 7,078.70   |
| 7/15/2021 | 61106 | County of Delaware                     | E. Ackerman Court Transcript A15479.pdf     | \$ 67.50      |
| 7/15/2021 | 61107 | County Waste                           | TWP Cleanup                                 | \$ 1,100.00   |
| 7/15/2021 | 61108 | Cramer's Home Building Center          | PW & PARK Supplies                          | \$ 125.02     |
| 7/15/2021 | 61109 | Eureka Stone Quarry, Inc.              | Road Materials                              | \$ 201.24     |
| 7/15/2021 | 61110 | Foster & Foster, Inc.                  | Officer Benefit Calculation                 | \$ 200.00     |
| 7/15/2021 | 61111 | Francis Smith & Sons Inc               | Card Programming Training                   | \$ 240.00     |
| 7/15/2021 | 61112 | Fry's Plastic                          | Road Maint Supplies                         | \$ 2,104.10   |
| 7/15/2021 | 61113 | H. M. Beers, Inc.                      | June 2021 SEO Services                      | \$ 3,300.00   |
| 7/15/2021 | 61114 | HealthWorks                            | New Hire Physical                           | \$ 160.00     |
| 7/15/2021 | 61115 | HUNTER KEYSTONE PETERBILT              | Heavy Equip Maint                           | \$ 60.76      |
| 7/15/2021 | 61116 | J & B Auto                             | Police vehicle maintenance                  | \$ 220.90     |
| 7/15/2021 | 61117 | Jack Williams Tire Company, Inc.       | Police vehicle maintenance                  | \$ 1,181.76   |
| 7/15/2021 | 61118 | Kimball Midwest                        | PW Shop Supplies                            | \$ 174.81     |
| 7/15/2021 | 61119 | Lawson Products                        | PW Shop Supplies                            | \$ 139.10     |
| 7/15/2021 | 61120 | Locust Ridge Quarry                    | Road Materials                              | \$ 2,612.65   |
| 7/15/2021 | 61121 | Medico Construction Equipment Inc.     | Heavy Equip Maint                           | \$ 82.50      |
| 7/15/2021 | 61122 | MRM Worker's Compensation Pooled Trust | Worker's Comp Insurance Premium             | \$ 11,382.30  |
| 7/15/2021 | 61123 | Nauman Companies                       | TWP HVAC Service                            | \$ 1,831.36   |
| 7/15/2021 | 61124 | P & D Emergency Services               | Pol Equip Maint                             | \$ 339.00     |
| 7/15/2021 | 61125 | PMHIC                                  | July & August 2021 Health Insurance Premium | \$ 133,979.54 |
| 7/15/2021 | 61126 | Portland Contractors, Inc.             | June 2021 Monthly Fee                       | \$ 300.00     |

|           |       |                                       |                                        |                           |                      |
|-----------|-------|---------------------------------------|----------------------------------------|---------------------------|----------------------|
| 7/15/2021 | 61127 | PPL Electric Utilities                | Sullivan Tr & Rte 715 Traffic Light    | \$                        | 39.99                |
| 7/15/2021 | 61128 | PPL Electric Utilities                | Area & Traffic signal electric service | \$                        | 65.75                |
| 7/15/2021 | 61129 | Praxair Dist Mid-Atlantic             | Industrial Oxygen Cylinder Rental      | \$                        | 31.21                |
| 7/15/2021 | 61130 | PSATS UC GROUP TRUST FUND             | UC Contribution                        | \$                        | 1,267.02             |
| 7/15/2021 | 61131 | Scicutella, Michael                   | Uniform Allowance                      | \$                        | 268.94               |
| 7/15/2021 | 61132 | Scott's Signs and Printing            | Name Plates                            | \$                        | 66.00                |
| 7/15/2021 | 61133 | SFM Consulting LLC                    | June 2021 Building & Zoning Services   | \$                        | 28,509.00            |
| 7/15/2021 | 61134 | Sirchie Acquisition Company, LLC      | Crime Scene Supplies                   | \$                        | 659.22               |
| 7/15/2021 | 61135 | State Workers Insurance Fund          | Fire Dept Worker's Comp                | \$                        | 1,693.00             |
| 7/15/2021 | 61136 | Stephenson Equipment, Inc.            | PW Heavy Equip Maint                   | \$                        | 1,523.52             |
| 7/15/2021 | 61137 | Suburban Propane                      | Police & PW Vehicle Fuel               | \$                        | 5,825.09             |
| 7/15/2021 | 61138 | Thin Blue Line USA                    | Community Day Wristbands               | \$                        | 596.00               |
| 7/15/2021 | 61139 | Tulpehocken Mountain Spring Water Inc | TWP Drinking Water                     | \$                        | 90.19                |
| 7/15/2021 | 61140 | UNIFIRST Corporation                  | PW Uniforms & Carpets                  | \$                        | 177.46               |
| 7/15/2021 | 61141 | United States Treasury                | Q2 Fed Healthcare Excise Tax           | \$                        | 188.86               |
| 7/15/2021 | 61142 | Verizon Connect                       | Police Communications                  | \$                        | 325.45               |
| 7/15/2021 | 61143 | Weitzmann, Weitzmann & Huffman, LLC   | FHB legal services                     | \$                        | 2,516.00             |
| 7/15/2021 | 61144 | Wilson Products Compressed Gas Co.    | Industrial Oxygen                      | \$                        | 15.50                |
| 7/15/2021 | 61145 | Witmer Public Safety Group            | Police supplies                        | \$                        | 1,770.00             |
|           |       |                                       |                                        | <b>TOTAL General Fund</b> | <b>\$ 228,118.14</b> |

### Sewer Operating Fund

| Date                  | Check | Vendor                            | Memo                                    | Amount        |
|-----------------------|-------|-----------------------------------|-----------------------------------------|---------------|
| 7/15/2021             | 1942  | A.C. Schultes, Inc.               | Pinch Valves                            | \$ 11,265.00  |
| 7/15/2021             | 1943  | BLUE RIDGE COMMUNICATIONS         | PS #5 Phone Service                     | \$ 63.38      |
| 7/15/2021             | 1944  | BRODHEAD CREEK REGIONAL AUTHORITY | July 2021 O&M Services                  | \$ 108,361.75 |
| 7/15/2021             | 1945  | BROUGHAL & DEVITO, L.L.P.         | Pocono TWP Sewer Matters                | \$ 759.50     |
| 7/15/2021             | 1946  | EEMA O&M Services Group, Inc.     | July 2021 O&M                           | \$ 6,396.45   |
| 7/15/2021             | 1947  | METROPOLITAN TELECOMMUNICATIONS   | PS #5 Phone Service                     | \$ 74.42      |
| 7/15/2021             | 1948  | PA One Call System, Inc           | Sewer Mapping Services                  | \$ 31.56      |
| 7/15/2021             | 1949  | Utility Locator LLC               | July 2021 Base Fee; June 2021 ER Ticket | \$ 1,612.50   |
| TOTAL Sewer Operating |       |                                   |                                         | \$ 128,564.56 |

Sewer Construction Fund

| Date                          | Check | Vendor                        | Memo                           | Amount              |
|-------------------------------|-------|-------------------------------|--------------------------------|---------------------|
| 7/15/2021                     | 681   | BOUCHER & JAMES               | SERVICE AREA FEASIBILITY STUDY | \$ 1,828.74         |
| 7/15/2021                     | 682   | BROUGHAL & DEVITO             | STADDEN ROAD PLANNING          | \$ 62.00            |
| 7/15/2021                     | 683   | MULTI-DIMENSIONAL INTEGRATION | PUMP STATION 5 CONTROLS DESIGN | \$ 8,970.00         |
| TOTAL Sewer Construction Fund |       |                               |                                | <u>\$ 10,860.74</u> |

Capital Reserve Fund

| Date | Check | Vendor | Memo | Amount                                |
|------|-------|--------|------|---------------------------------------|
|      |       |        |      | <div>TOTAL Capital Reserve Fund</div> |
|      |       |        |      | <div>\$ -</div>                       |

Fire Tax Disbursement

| Date      | Check | Payee                         | Memo                   | Amount                    |
|-----------|-------|-------------------------------|------------------------|---------------------------|
| 7/15/2021 | 1008  | PTW VOLUNTEER FIRE DEPARTMENT | JULY 2021 DISTRIBUTION | <div>\$ 3,997.44</div>    |
|           |       |                               |                        | <div>TOTAL Fire Tax</div> |
|           |       |                               |                        | <div>\$ 3,997.44</div>    |

ESSA

|                         |    |            |                       |
|-------------------------|----|------------|-----------------------|
| General Fund            | \$ | 228,118.14 | Authorized by: _____  |
| Sewer Operating         | \$ | 128,564.56 |                       |
| Sewer Construction Fund | \$ | 10,860.74  |                       |
| Capital Reserve         | \$ | -          |                       |
| Fire Tax Disbursement   | \$ | 3,997.44   | Transferred by: _____ |
| Liquid Fuels            | \$ | -          |                       |
| TOTAL ESSA TRANSFER     | \$ | 371,540.88 |                       |



## **MEMORANDUM OF UNDERSTANDING**

The parties to this Memorandum of Understanding (“MOU”) are Pocono Township and Teamster Local 773 as the representative of all full-time and regular part-time Police Officers, including Sergeants, Corporals, Detectives and Patrolmen and excluding the Chief of Police. The date of this Memorandum of Understanding is July 19, 2021. The purpose of the Memorandum of Understanding is to document the agreement that has been reached between Pocono Township, and Teamster Local 773 regarding Sergeant Shawn Goucher serving as an Interim Chief of Police.

1. Sergeant Goucher will serve as Interim Chief of Police while Chief Kent Werkheiser is on leave.
2. While Sergeant Goucher serves as Interim Chief of Police, his membership in Teamster Local 773 will be placed on hiatus. Sergeant Goucher will not pay union dues during the time he serves as Interim Chief of Police and will not have union rights.
3. When and if Chief Werkheiser returns from leave, Sergeant Goucher will be returned to his position as a Sergeant and his membership in Teamster Local 773 will be reactivated with no loss of seniority for the time he served as Interim Chief of Police.
- 4, When Interim Chief Goucher is on vacation or has other time off, Detective Sergeant James Wagner will serve as Officer In Charge.

### **TEAMSTER LOCAL 773**

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

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

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

### **POCONO TOWNSHIP**

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

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

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

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA, GRANTING TO BLUE RIDGE COMMUNICATIONS, A NON-EXCLUSIVE FRANCHISE TO ERECT, INSTALL, MAINTAIN AND OPERATE CABLE SERVICE IN, UNDER, OVER, ALONG, ACROSS AND UPON THE STREETS, SIDEWALKS, ALLEYS, BRIDGES, ROADS, HIGHWAYS AND OTHER PUBLIC PLACES IN THE TOWNSHIP OF POCONO INCLUDING, IN CONNECTION THEREWITH, THE RIGHT AND PERMISSION TO ERECT, INSTALL, AND MAINTAIN POLES AND TO INSTALL, ATTACH AND MAINTAIN WIRES, CABLES AND OTHER FACILITIES TO SUCH POLES AND TO EXISTING UTILITY POLES FOR THE PURPOSE OF TRANSMISSION AND DISTRIBUTION OF CABLE SERVICE; TO PROVIDE RECEPTION SERVICE FOR THE SAME TO THE MEMBERS OF THE PUBLIC DESIRING SUCH SERVICE IN THE TOWNSHIP OF POCONO, AND FOR OTHER PURPOSES FOR A PERIOD OF YEARS, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE SAID FRANCHISE; PROVIDING FOR TOWNSHIP REGULATION AND USE OF THE SYSTEM AND PROVIDING PENALTIES FOR VIOLATIONS.**

**WHEREAS**, the Township of Pocono, Monroe County, Pennsylvania, has considered the adoption of a cable television franchise agreement; and,

**WHEREAS**, the Township of Pocono is a township of the First Class in the Commonwealth of Pennsylvania; and,

**WHEREAS**, the Township of Pocono is authorized to grant one or more nonexclusive, revocable, franchises to construct, operate and maintain within the Township of Pocono a system for providing "Cable Service"; and

**WHEREAS**, the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania believe that the Cable Franchise Agreement attached hereto and marked **EXHIBIT "A"**, is in the best interest of the Township of Pocono and its residents.

**NOW THEREFORE BE IT ORDAINED**, the Board of Commissioners of the Township of Pocono hereby enacts into ordinance this Cable Franchise Agreement, attached hereto and made a part hereof, between the Township of Pocono and Blue Ridge Communications, and authorizes the execution of said agreement by the appropriate Township officials, and amend, as appropriate said Cable Franchise Agreement from time to time.

All ordinances and parts of ordinances or resolutions inconsistent herewith are hereby repealed.

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provisions or portion of this Ordinance.

**ENACTED AND ADOPTED** by the Board of Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**POCONO TOWNSHIP BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
**TAYLOR MUNOZ**  
Township Manager

\_\_\_\_\_  
**RICHARD WIELEBINSKI**  
President, Board of Commissioners

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF POCONO**

**AND**

**BLUE RIDGE COMMUNICATION**

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**Commented [AG5]:** 6.3 PAYMENT OF EXPENSES

**Commented [AG6]:** Not included

**Commented [AG7]:** 8.5 SYSTEM PERFORMANCE  
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**Commented [AG8]:** NOT INCLUDED

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SENIOR DISCOUNT



### **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter referred to as the "Effective Date") by and between the Township of Pocono, a municipality located in Monroe County, Pennsylvania (hereinafter referred to as the "Township") and Blue Ridge Communications (hereinafter referred to as "Blue Ridge").

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

**WHEREAS**, Blue Ridge currently holds a cable franchise from the Township by virtue of the Township Resolution dated January 10, 1972; and

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

**WHEREAS**, the aforesaid rights-of-way used by Blue Ridge are public properties acquired and maintained by the Township at significant expense to the Township's taxpayers and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a state-of-the-art Cable System, obtain complimentary services for its public buildings, obtain educational and governmental channels, maintain an institutional network, receive financial compensation for Blue Ridge's use of the Township's rights-of-ways as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

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

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

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

**SECTION 1**  
**GRANT OF FRANCHISE**

**1.1 GRANT OF AUTHORITY**

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive franchise to Blue Ridge, authorizing and permitting Blue Ridge to construct, operate, and maintain a Cable System in the Township's public rights-of-way.

Subject to the terms and conditions contained herein, the Township hereby grants to Blue Ridge the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the Township, including property over which the Township has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, and other electronic signals and impulses as permitted by applicable law.

Notwithstanding this authority, Blue Ridge shall obtain all necessary government permits for occupying or disturbing any public places and/or rights-of-way. Prior to obtaining such permits, Blue Ridge shall provide the Township with all reasonable information and documentation that the Township requires. Blue Ridge shall comply with all other government regulations and requirements thereto.

**1.2 TERM OF FRANCHISE**

The term of this Agreement shall be for a period of five (5) years with a onetime, unilateral option for the Township to renew the Agreement for a single five (5) year period (which must be exercised within one (1) year of the expiration date) commencing on the Effective Date and expiring on \_\_\_\_\_, unless the franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

**1.3 NON-EXCLUSIVITY**

This franchise granted to Blue Ridge shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise, subject to the level playing field provisions of Paragraph 1.6, to construct, operate or maintain a Cable System or for any other purpose.

**1.4 POLICE POWERS**

Blue Ridge's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

#### **1.5 NO WAIVER OF RIGHTS**

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

#### **1.6 LEVEL PLAYING FIELD**

(a) If the Township grants an additional franchise for construction and/or operation of a Cable System or open video system, and such additional franchise imposes any Material Obligations, as defined below, that are more favorable or less burdensome to the competitive entity than those contained in this Agreement, then Blue Ridge may request that the Township amend this Agreement to make such Material Obligation(s) consistent with the franchise of the competitive entity.

(b) Solely for the purposes of this Section, "Material Obligations" are limited to the following: Blue Ridge's obligations under this Agreement to pay franchise fees as set forth in Section 2; Blue Ridge's obligations under this Agreement to meet the customer service standards as set forth in Section 5; and Blue Ridge's obligations under this Agreement to provide service throughout the Township as set forth in Sections 3.1 and 3.2 within a reasonable period of time after execution of the additional franchise.

#### **1.7 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW**

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

## **SECTION 2**

## **COMPENSATION TO THE TOWNSHIP**

### **2.1 FRANCHISE FEES**

Blue Ridge shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System in the Township. The term "Gross Revenues" is defined in Section 14 "Definitions" below. Blue Ridge shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Township may amend the franchise fee upon sixty (60) days written notice to Blue Ridge provided that the franchise fee may not exceed five percent (5%). In the event that federal law is amended to authorize a franchise fee higher than five percent (5%), the Township may, at its discretion, direct Blue Ridge to pay a higher franchise fee. The Township acknowledges that any and all Franchise Fees and/or other expenses incurred herein shall be passed through to Subscribers to the fullest extent permitted in the Cable Act or by the FCC.

### **2.2 QUARTERLY PAYMENTS**

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter and shall be due and payable within Thirty (30) days after the end of each calendar quarter. Specifically, payments shall be due and payable on or before April 30 (for the first quarter), July 31 (for the second quarter), October 31 (for the third quarter), and January 31 (for the fourth quarter) of each year. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement.

### **2.3 QUARTERLY REPORTS**

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Blue Ridge's Gross Revenues received for Cable Services for the quarter in connection with the operation of Blue Ridge's Cable System and a brief report showing the basis for computation of fees. The report shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall also include quarterly subscriber counts for subscribers of Cable Services in the Township. A financial representative of Blue Ridge shall certify the report for accuracy, especially pertaining to the total number of cable subscribers in the Township.

### **2.4 AUDITS**

On an annual basis, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit of Blue Ridge's records reasonably related, to the sources, amounts and computation of gross revenues for the preceding three (3) years. In accordance with Generally Accepted Accounting Principles provided however that after three

(3) years from receipt of a given franchise fee payment such franchise fee payment shall be considered final. Copies of such records shall be provided to the Township within thirty (30) days of a written request. The reproduction of such records for purposes of inspection shall be performed at Blue Ridge's expense. If the audit shows that franchise fees have been underpaid, then Blue Ridge shall pay the underpaid amount and monetary fines of ten percent (10%) of the underpayment, and Blue Ridge shall also pay the total cost of the audit.

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

Nothing in this Section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability in accordance to Section 622 (h) of the Cable Act. Such taxes, fees or assessments shall be in addition to franchise fees.

## **2.6 BUNDLED SERVICES**

If Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount; provided, however, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value.

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

## **3.1 TECHNICAL REQUIREMENT**

(a) Blue Ridge shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of one-way and two-way Cable Services for all programming services throughout its service area within the Township. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the Township.

(b) Stand-by power at the headend(s) shall be provided for a minimum of twelve (12) hours in the event of an outage. The power supplies serving the nodes and distribution shall be capable of providing power for not less than six (6) hours in the event of an electrical

outage. Stand-by power must activate automatically upon the failure of commercial utility power.

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

(a) Service shall be provided to every dwelling occupied by a person requesting Cable Service provided that such person is not delinquent for past Cable Service and further provided that Blue Ridge is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Blue Ridge shall extend the Cable System into all areas within the Township where there is a minimum of ten (10) customers per either linear plant mile of aerial cable or underground mile of cable, calculated from the end of the nearest trunk line. For the purpose of this Section, a person becomes a customer by signing a petition in which the person agrees to become a customer upon completion of the line extension. Blue Ridge shall complete said extensions within four (4) months, weather permitting, of notification to Blue Ridge by the Township that an area has met the minimum density standard set forth herein. Blue Ridge's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities as well as Blue Ridge's ability to obtain from the property owners any necessary easements.

(b) Service shall be provided to every commercial establishment requesting Cable Service provided that Blue Ridge is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Blue Ridge's obligation, hereunder shall be subject to the timely performance of walk-out, make ready, and location of all underground utilities,

(c) Any dwelling unit within two hundred feet (200 ft.) aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of two hundred feet (200 ft.) aerial distance or that requires an underground installation, Blue Ridge shall extend Cable Service at Blue Ridge's prevailing rates.

(d) All installations of wires and/or equipment by Blue Ridge shall be underground in those areas of the Township where the wires and/or equipment of telephone and electric utilities are underground provided that the developer, property owner, or utility notifies Blue Ridge of the opening of the utility trench and there is sufficient space available for cable facilities.

(e) The Township shall provide Blue Ridge with written notice of the issuance of building or developmental permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Township agrees to require developers, as a condition of issuing a building permit, to give Blue Ridge access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Developer shall be responsible for the digging and backfilling

of all trenches. Blue Ridge shall be responsible for engineering and deployment of labor applicable to its cable trenches.

### **3.3 PERMITS**

Blue Ridge shall apply to the Township for all required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit, issuance of which shall not be unreasonably withheld by the Township. Blue Ridge shall pay any and all required permit fees.

### **3.4 REPAIRS AND RESTORATION**

(a) Whenever Blue Ridge or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance. Upon failure of Blue Ridge to comply within the time specified, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Blue Ridge upon demand by the Township along with any liquidated damages applied by the Township in accordance with Section 9 "Franchise Violations, Damages and Revocation" below.

(b) Whenever Blue Ridge or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township, except as may be approved by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Blue Ridge shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days.

(c) Blue Ridge's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Blue Ridge's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Blue Ridge shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Whenever Blue Ridge or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. It

shall notify the Pennsylvania One Call System no less than three (3) and no more than ten (10) working days in advance of any such disturbance and adhere to any additional requirements which the Commonwealth may establish in the future. Blue Ridge shall also adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(e) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair. Blue Ridge shall not keep or maintain disconnected or loose cables, lines, or wires on utility poles or anywhere else in the public rights-of-way.

### **3.5 SYSTEM MONITORING**

Upon completion of any construction, Blue Ridge shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Blue Ridge to monitor the signal quality of all channels delivered on the Cable System, including the Educational and Governmental channels if any.

### **3.6 SERVICE AREA STRAND MAPS**

Blue Ridge shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Blue Ridge service area strand maps of the Township, on which will be shown those areas in which its facilities exist and the location of all streets. The strand maps shall be provided to the Township in hardcopy and electronic format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Updated strand maps shall be delivered to the Township within thirty (30) days after a request is made.

### **3.7 BUILDING MOVES**

In accordance with applicable laws, Blue Ridge shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Blue Ridge shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the Township, Blue Ridge shall raise or lower its wires at no cost to the Township.

### **3.8 DISCONNECTION AND RELOCATION**

(a) Blue Ridge shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its



designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure.

(b) In requiring Blue Ridge to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Blue Ridge the same as, and require no more of Blue Ridge than, any similarly situated entity.

### **3.9 EMERGENCY REMOVAL OF EQUIPMENT**

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

### **3.10 TREE TRIMMING**

Blue Ridge, or its agents, including subcontractors, shall not trim, cut, or remove trees without first obtaining permission in writing from the Township. Upon written request and approval by the Township, Blue Ridge shall have the authority to trim, cut, or remove trees, as may be necessary for the installation and maintenance of its equipment. When Township permission is granted, such trimming, cutting, or tree removal shall be performed in accordance with accepted arboreal standards and any Township regulations. Blue Ridge shall reasonably compensate the Township or other property owners for any damages caused by such tree trimming, cutting, or removal. Blue Ridge shall notify adjacent property owners at least seven (7) days prior to any tree trimming, cutting, or removal. If Blue Ridge or its agents, including subcontractors, wish to cut down and remove any tree or trees, it shall apply to the Township for permission and, if permission is granted, shall perform such cutting and removal in accordance with accepted arboreal standards and any Township regulations.

### **3.11 SERVICE TO MULTIPLE DWELLING UNITS**

Franchisee and the Township hereto acknowledge and agree that installation and provision of Cable Service to Multi-Dwelling Units (“MDU’s”) are subject to, at the Township’s option, separate negotiation between Landlord and Township any such MDU and Franchisee, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, applicable FCC regulations, the Pennsylvania Landlord-Tenant Act, as amended, and the applicable provisions of 68 P.S. § 250.501-B et seq.

### **3.12 NON-DISCRIMINATION**

Franchisee shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. § 541(a) (3) or based upon race or ethnicity.

#### **SECTION 4**

##### **SYSTEM SPECIFICATIONS AND STATE-OF-THE-ART**

#### **4.1 SYSTEM SPECIFICATIONS**

Blue Ridge shall design, construct and maintain a Cable System covering the Township that utilizes fiber optic backbone connections at least from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards with a bandwidth no less than 750 MHz with addressable technology with no less than one hundred twenty-five (125) video channels received for digital transmission and shall allocate sufficient portion of said bandwidth to deliver reliable two-way Cable Services. The Cable System shall include nodes that serve no more than five hundred (500) dwellings. The Cable System shall include high speed Internet access via cable modem.

#### **4.2 STATE-OF-THE-ART**

(a) The Cable System shall be capable of offering Cable Service that is comparable to other cable systems owned or managed by Blue Ridge or its Affiliated Entities in the Commonwealth of Pennsylvania ("Comparable Systems") pursuant to the terms of this subsection. The Township may send a written notice to Blue Ridge, not to exceed one (1) request every two (2) years, requesting information on Cable Service offered by such Comparable Systems. Within sixty (60) days of receiving such request, Blue Ridge shall provide the Township with the following; information on any new Cable Service that have been offered by Blue Ridge in the Comparable Systems in the last two (2) years; information on any Cable Service that are offered in any of the Comparable Systems but not being offered in the Township; the percentage of total Subscribers in such Comparable Systems to whom such Cable Service are available; and when Blue Ridge anticipates making such Cable Service available in the Township.

(b) If the identified Cable Service is being offered by Blue Ridge and/or its Affiliated Entities to at least twenty-five percent (25%) of the total Subscribers in the Comparable Systems, then the Township may require that Blue Ridge make such Cable Service available in the Township, Should the Township determine that Blue Ridge shall commence provision of such Cable Service, then the Township and Blue Ridge shall enter

into good faith discussions to negotiate a schedule for deployment of such Cable Service. The discussion shall take into consideration the benefits from the provision of such Cable Service, the cost of implementing them in the Township, and the impact, if any, on Subscriber rates. Notwithstanding the foregoing, nothing herein shall be construed so as to permit the Township to compel the addition of any specific cable or broadcast channel.

#### **4.3 SYSTEM TESTS AND INSPECTIONS**

Franchisee shall conduct the required system tests as follows:

(a) Franchisee shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with FCC technical standards, Subpart K, 47 C.F.R. §§ 76.601 – 76.617, as amended.

(b) In accordance with FCC Technical standards, Franchisee shall conduct complete performance tests of its Cable System at least twice each calendar year at intervals not to exceed seven months. The performance tests shall be directed at determining the extent to which the system complies with technical standards set forth in 47 C.F.R. § 76.605(a) regarding the transmission and reception capabilities of cable signals.

(c) In accordance with 47 C.F.R. § 76.614, Franchisee shall maintain performance test records on file for a period of two (2) years. Such records shall be made available to authorized representatives of the Township upon thirty (30) days' written request.

(d) In the event a proof-of-performance test reveals substandard performance readings, additional tests may be required by the Township until compliance with the technical standards is secured. Prior to requiring any additional testing pursuant to 47 C.F.R. § 76.601, the Township shall notify Franchisee in writing. The cable operator will then be allowed thirty (30) days to come into compliance and correct any perceived signal quality problems.

(e) The rights and obligations of the Township and Franchisee under this Section shall at all times be subject to applicable federal law and FCC regulation.

#### **4.4 EMERGENCY ALERT SYSTEM**

Franchisee shall comply with all emergency or disaster notification requirements in accordance with the Emergency Alert System ("EAS") requirements of the FCC contained in 47 C.F.R. Part 11, "FCC Rules and Regulations, Emergency Alert System (EAS)" and cooperate with the Township in the formulation of an emergency alert plan to the extent required by federal and state law.

### **SECTION 5** **CUSTOMER SERVICE STANDARDS**

#### **5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY**

(a) Blue Ridge shall maintain a business office that is conveniently located, and which shall be open during Normal Business Hours. The term "Normal Business Hours" is defined in Section 14 "Definitions" below.

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

(c) Under Normal Operating Conditions, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions measured on a quarterly basis. The term "Normal Operating Conditions" is defined in Section 14 "Definitions" below.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Blue Ridge shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of complaints indicates a clear failure to comply. If the Township determines, after receiving complaints itself and/or receiving a record of complaints made to Blue Ridge in accordance with Section 8 below, that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Blue Ridge that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

## **5.2 INSTALLATIONS AND SERVICE CALLS**

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

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to two hundred (200) feet from the existing distribution system,

(c) Excluding conditions beyond its control, Blue Ridge shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion.

The term "Service Interruption" is defined in Section 14 "Definitions" below. Blue Ridge must begin actions to correct other service problems the next business day after notification of the service problem.

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

(e) Blue Ridge may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

### 5.3 NOTICES

(a) Blue Ridge shall provide written notice to each Subscriber upon installation of service, at intervals not more than one (1) year thereafter to each Subscriber and the Township, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) That the customer service requirements contained in the Section 76.309 of the Code of Federal Regulations are available at Blue Ridge's local office;
- (7) Billing and customer complaint procedures;
- (8) Blue Ridge's address, telephone number and office hours;
- (9) The Subscriber's right to obtain a parental control device contained in Section 10.5; and
- (10) A notice of Subscriber privacy rights as required by federal law.

(b) Blue Ridge shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, if the change is within the control of Blue Ridge. Otherwise, notice shall be provided as soon as possible. Blue Ridge shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Blue Ridge and the Subscriber.

(c) Blue Ridge shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Blue Ridge during the previous twenty-four (24) months.

### 5.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Service Tier, Cable Programming Services Tier and Premium Tier service charges, if applicable, equipment charges and any installation or repair charges. If a Subscriber subscribes to the Cable Programming Service Tier, then the Basic Service Tier need not be itemized. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

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

## **5.5 CUSTOMER COMPLAINT PROCEDURES**

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

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

(b) If the Township is contacted directly about a customer complaint, it shall notify Blue Ridge in writing. When Blue Ridge receives such notification, the time period for Blue Ridge to respond as required above shall commence.

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

- (1) The Subscriber provides a written complaint to Blue Ridge in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Blue Ridge shall maintain customer complaint records, which shall contain the date each complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution of the complaint, and a description of the resolution.

## **5.6 DISCONNECTION**

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

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

(b) If Blue Ridge has provided written notice to the affected Subscriber prior to disconnection; and

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

(d) If at any time and without notice, Blue Ridge determines in good faith that Subscriber has tampered with or abused Blue Ridge's equipment or is engaged in theft of Cable Service; or

(e) Subscriber has knowingly provided false information with respect to Subscriber's account; or

(f) Subscriber fails or refuses to provide adequate assurance of payment after filing for relief under the bankruptcy laws.

#### **5.7 CREDIT FOR SERVICE INTERRUPTIONS**

In the event that there is a Service Interruption to any Subscriber caused by an event that is not force majeure for twenty-four (24) or more consecutive hours,, Blue Ridge shall grant such Subscriber, upon request, a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

#### **5.8 PRIVACY**

Blue Ridge shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

### **SECTION 6** **SERVICES TO THE COMMUNITY**

#### **6.1 SERVICES TO COMMUNITY FACILITIES**

(a) Within three (3) months of the Effective Date, Blue Ridge shall, at no charge to the Township, provide one (1) outlet of Expanded Basic (or equivalent) video service to public facilities, including, but not limited to, the administration building, police stations, fire companies, public works buildings, water and sewage treatment plants, community centers, senior centers, all public and private school buildings and public libraries that meet the service requirements of Section 3.2(c). The Township shall be responsible for internal wiring.

(b) Within three (3) months of the Effective Date, Blue Ridge shall, at no charge to the Township, provide high speed Internet service via cable modem to one (1) Township building to be designated by the Township. No charge shall be made for installation or



service provided that such building meets the Service requirements of Section 3.2(c). The Township shall be responsible for internal wiring.

(c) The buildings designated to receive the services described in (a) and (b) above as of the Effective Date are identified in Exhibit "A" below. To the extent that any such buildings are relocated during the term of this Agreement, then the new location for such relocated buildings will be eligible to receive whatever free services have been provided to the prior location for such buildings subject to the same qualifications for such prior buildings. Furthermore, to the extent that there are any new buildings identified during the term of this Agreement which are not set forth on Exhibit A but which nonetheless would have been eligible to receive free services had they been set forth on Exhibit A also shall be eligible to receive free services subject to the same qualifications for all buildings otherwise eligible to receive free services.

## **6.2 EDUCATIONAL AND GOVERNMENTAL CHANNELS**

(a) The Township reserves the right to obtain from Blue Ridge, within sixty (60) days of a written request by the Township, an Educational and Governmental ("EG") channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The EG channel shall be used for programming related to community, governmental and/or educational activities. The Township shall have complete control over the content, scheduling, administration and all other aspects of the EG channel and may delegate certain or all such functions to an appropriate designee. Blue Ridge shall not exercise any editorial control over EG channel programming.

(b) The Township may obtain the EG channel pursuant to this Section 6.2 upon the earlier of the following two (2) events: (1) when Blue Ridge has converted its Cable System to a fully digitized transmission (i.e. Blue Ridge no longer utilizes the analog spectrum for transmitting cable programming); or (2) four (4) years from the Effective Date.

(c) To enable the Township and/or its designees to utilize the EG channel, the Township shall select, and Blue Ridge shall connect to the Cable System, a mutually agreeable remote origination point. Blue Ridge shall provide and install, at its sole cost and expense, within sixty (60) days of receiving notice from the Township that it wishes to obtain an EG channel, cable, wire, lines and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can originate from the selected location and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line." Blue Ridge shall distribute the video signals for the EG channel in high quality resolution and shall cablecast the signals on the Digital Base Service Tier.

(d) The Township and Blue Ridge agree that any and all costs incurred by Blue Ridge for providing the EG channel and supporting such channel, including any and all

equipment and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC, except that it is mutually agreed that such costs shall not be itemized on Subscribers' bills.

(e) Blue Ridge shall not be obliged to provide the Township with "studio equipment" (Le. camera, lights, microphones, office furnishings, etc.) under this EG channel provision.

### **6.3 PAYMENT OF EXPENSES**

All advertising or printing fees or expenses incurred by the Township in connection with the preparation of this Agreement, preparation and passage of any resolution or ordinance authorizing execution of this Agreement and conducting any public hearing(s) associated therewith shall be paid by the Franchisee to the Township within thirty (30) days of written notice by the Township to the Franchisee. In addition, within the foregoing 30-day period, Franchisee shall pay the Township up to \$5,000.00 for legal costs associates with preparation of the ordinance authorizing execution of this Agreement and preparation of the public notice for any public hearing associated therewith.

## **SECTION 7 REGULATION BY TOWNSHIP**

### **7.1 RIGHT TO INSPECT**

(a) The Township shall have the right, upon five (5) business days written notice and during Normal Business Hours, to inspect at the notice location for Blue Ridge specified in Section 13.3 below all documents, records and other pertinent information maintained by Blue Ridge which relate to the terms of this Agreement.

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

### **7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW**

The Township or its representatives may conduct a full compliance review, including possible public hearings, with respect to whether Blue Ridge has complied with any material term of this Agreement so long as it provides Blue Ridge with twenty (20) days written notice in advance of the commencement of any such reviews or public hearings. For purposes of this Section, the term "compliance review" shall mean an investigation, inquiry and/or review by the Township, its elected or appointed officials, agents, or employees to determine whether Blue Ridge has complied with any or all of the obligations contained in this Agreement.

Notice of the compliance review shall include a specific statement as to the Sections of the Agreement at issue if the review is to examine specific issues. If the compliance review is a general, overall review then said general reviews shall be limited to two (2) times per year.

### **7.3 RIGHT TO REGULATE RATES**

(a) The Township has the right to regulate Cable Service rates to the extent authorized by applicable federal law.

(b) Blue Ridge shall file all required FCC forms and documentation for any increase in the rates or charges for any Cable Service or equipment subject to regulation with the Township on or before the notification period required by applicable federal law.

### **7.4 RESERVED AUTHORITY**

The Township reserves the regulatory authority arising from the Cable Act, any amendments thereto, and any other relevant federal, state or local laws or regulations.

## **SECTION 8** **REPORTING REQUIREMENTS**

### **8.1 QUARTERLY FRANCHISE FEE REPORT**

In accordance with Section 2.3 of this Agreement, Blue Ridge shall accompany each quarterly franchise fee payment with a written report containing an accurate statement of Blue Ridge's Gross Revenues received for the quarter in connection with the operation of Blue Ridge's Cable System and a brief report showing the basis for computation of fees. The report will contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall also include subscriber counts for subscribers of Cable Services in the Township. The report shall be verified by a financial representative of Blue Ridge.

### **8.2 ANNUAL FINANCIAL REPORT**

Blue Ridge shall submit to the Township, not later than one hundred twenty (120) days after the completion of each fiscal year, a statement from its auditors and certified by Blue Ridge's Chief Financial Officer that Blue Ridge is solvent and has the financial means to meet its obligations under this Agreement.

### **8.3 QUARTERLY CUSTOMER COMPLAINT REPORT**

Blue Ridge shall submit to the Township, on a quarterly basis, a report showing the number of Complaints, as defined in Section 14 of "Definitions" below, originating from the Township received during the reporting period, summary descriptions of the Complaints, and summary descriptions of the resolutions of the Complaints. Such reports may be in the form of "trouble reports" that are internally generated by Blue Ridge. 8.4GOVERNMENT REPORTS

Blue Ridge shall provide to the Township, upon written request, copies of any public reports, documents, and pleadings which Blue Ridge has submitted to any federal, state or local regulatory agencies, courts or other governmental bodies if such documents directly relate to the Cable System. Blue Ridge shall provide copies of such documents no later than thirty (30) days after such written request.

#### **8.4 GOVERNMENT REPORTS**

Franchisee shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Franchisee or any of its Affiliated Entities have submitted to any federal, state or local regulatory agencies, courts or other governmental bodies if such documents relate to Franchisee's Cable System within the Township. The term "Affiliated Entity" is defined in Section 14 "Definitions" below. Franchisee shall provide copies of such documents no later than thirty (30) days after their request if Franchisee marks any such documents as confidential and provides the Township with an explanation of its confidentiality, the Township shall treat such documents as confidential so long as it is permitted to do so under applicable law.

#### **8.5 SYSTEM PERFORMANCE TEST REPORTS**

Upon written request, Franchisee shall submit to the Township it most recent system performance test reports of its Cable System in the Township as required by the FCC and Section 3.5 of this Agreement. These reports shall detail the results of the Franchisee's system performance tests

### **SECTION 9** **FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION**

#### **9.1 VIOLATIONS**

(a) If the Township has reason to believe that Blue Ridge violated any provision of this Agreement, it shall notify Blue Ridge in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the Township does not notify Blue Ridge of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Blue Ridge shall have thirty (30) days to cure or dispute such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the Township's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Blue Ridge's control, the period of time in which Blue Ridge must cure the violation may be extended by the Township in writing for such additional time necessary to complete the cure, provided that Blue Ridge shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time allowed under Section 9.1(b) above, then Blue Ridge shall be liable for liquidated damages and the Township's costs in accordance with Section 9.2 below.

## **9.2 LIQUIDATED DAMAGES**

Because Blue Ridge's failure to comply with provisions of this Agreement will result in injury to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Blue Ridge in the amount of two hundred fifty dollars (\$250.00) per day for each day the violation continues, provided Blue Ridge has had an opportunity to cure in accordance with Section 9.1. Such damages shall not be a substitute for specific performance by Blue Ridge or legal action by the Township, but shall be in addition to such performance or action.

## **9.3 PERFORMANCE BOND**

(a) Blue Ridge shall obtain and maintain during the franchise term, at its sole cost and expense, a performance bond running to the Township with a surety company licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Township to ensure Blue Ridge's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Blue Ridge's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 9.1 and 9.2 above.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Blue Ridge shall not reduce, cancel or materially change said bond from

the requirement contained herein without the express prior written permission of the Township.

#### **9.4 REVOCATION**

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

- (1) Blue Ridge practices any fraud upon the Township in Its operation of its Cable System or any other activities pursuant to this Agreement;
- (2) Blue Ridge transfers, assigns or changes the control of this franchise, the Cable System or any significant portion thereof, or more than fifty percent (50%) of the equitable ownership of the Cable System without the consent of the Township;
- (3) Blue Ridge repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC;
- (4) Blue Ridge repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

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

(c) A revocation shall be declared only by a written decision of the Township Board of Supervisors after an appropriate public hearing that shall afford Blue Ridge due process and full opportunity to be heard and to respond to any notice of grounds to terminate. All notice requirements shall be met by providing Blue Ridge, at least thirty (30) days prior written notice of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township Board of Supervisors, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Blue Ridge of mitigating circumstances or good cause for the existence of such grounds. Furthermore, Blue Ridge shall have the right to appeal, in accordance with applicable law, a determination of revocation made by the Township.

### **SECTION 10** **PROGRAMMING**

#### **10.1 CHANNEL CAPACITY**

Blue Ridge shall meet or exceed programming and channel capacity requirements set forth in federal law and regulations.

## **10.2 BROADCAST CHANNELS**

To the extent required by federal law, Blue Ridge shall provide all Subscribers with Basic Service including, but not limited to: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; 2) qualified local non-commercial educational television signals; and 3) any Educational and Governmental channel. All such signals shall be delivered to Subscribers in high quality resolution.

## **10.3 SIGNAL SCRAMBLING**

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

## **10.4 CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to continue to receive service from Blue Ridge provided their financial and other obligations to Blue Ridge are honored. Subject to the force majeure provisions in Section 13 of this Agreement, Blue Ridge shall use commercially reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Blue Ridge shall use commercially reasonable efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Blue Ridge shall notify Subscribers in advance of such service interruption.

## **10.5 PARENTAL CONTROL CAPABILITY**

Upon request, Blue Ridge shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming.

## **10.6 TIER BUY THROUGH PROHIBITION**

Blue Ridge shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Blue Ridge has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

**SECTION 11**  
**LIABILITY AND INDEMNIFICATION**

**11.1 INDEMNIFICATION**

(a) Blue Ridge shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Blue Ridge, its officers, agents or employees, arising out of or in any way connected to, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys' fees, expert fees, court costs and all other costs of such indemnification.

(b) The Township shall not at any time be liable for any injury or damage to persons or property from any cause whatsoever arising from or in any way connected to the construction, installation, upgrade, reconstruction, operation, maintenance, or removal of the Cable System or any other equipment or facilities.

**11.2 INSURANCE**

(a) Blue Ridge shall maintain insurance throughout the term of this Agreement with the Township as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A", indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Blue Ridge or any of its contractors, subcontractors, agents or employees in the following amounts:

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

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

(3) The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).



(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Blue Ridge to the Township within thirty (30) days of the Effective Date.

## **SECTION 12**

### **FRANCHISE TRANSFER AND RENEWAL**

#### **12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL**

(a) Neither Blue Ridge nor its parent nor any Affiliated Entity shall transfer or assign, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township.

(b) Neither Blue Ridge nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township.

(c) Neither Blue Ridge nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the Township.

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

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

(f) In the event that Blue Ridge, its parent or any Affiliated Entity seeks approval of the Township for a transfer, assignment or change of control, Blue Ridge shall be responsible for any and all reasonable attorneys' and/or consulting fees incurred by the Township relative to the transfer, assignment, or change of control.

#### **12.2 RENEWAL**

The Township and Blue Ridge agree that any proceedings or activities that relate to the renewal of Blue Ridge's franchise shall be governed by applicable federal, state and local law.

### **SECTION 13** **MISCELLANEOUS**

#### **13.1 FORCE MAJEURE**

If for any reason of force majeure, Blue Ridge is unable in whole or in part to carry out its obligations hereunder, Blue Ridge shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of theft departments, agencies, political subdivisions, or officials, or any civil or military authority; Insurrections, riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; and partial or entire failure of utilities.

#### **13.2 REMOVAL OF SYSTEM**

(a) Upon lawful termination or revocation of this Agreement or of any non-renewal hereof by passage of time or otherwise, Blue Ridge shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may place a lien on such property in accordance with the Pennsylvania Municipal Lien Act. The Township may also remove the property at Blue Ridge's cost.

(b) During the term of the Agreement, if Blue Ridge decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to such decision, which notice shall describe the property and its location. The Township shall have the right to either require Blue Ridge to remove the property, remove the property itself and charge Blue Ridge with the costs related thereto, or transfer ownership of the property to the Township's designee provided fair market value is paid to Blue Ridge. Notwithstanding the foregoing, Blue Ridge shall not be required to

remove its Cable System provided that such facilities are utilized for a legal purpose for which no franchise agreement is required by law.

### **13.3 NOTICES**

Every notice or payment to be served upon or made to the Township shall be sent via personal service, regular U.S. mail, or special overnight courier to:

~~Secretary/Treasurer~~ Township Manager  
Pocono Township  
~~P.O. Box 197~~ 112 Township Drive  
Tannersville, PA 18372

The Township may specify any change of address in writing to Blue Ridge.

Every notice to be served upon Blue Ridge shall be sent via personal service, regular U.S. mail, or special overnight courier to:

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

Blue Ridge may specify any changes of address In writing to the Township.

Each delivery to Blue Ridge or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

### **13.4 EQUAL EMPLOYMENT OPPORTUNITY**

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

### **13.5 CAPTIONS**

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

### **13.6 GOVERNING LAW**

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the

parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Monroe, or in the United States District Court for the Middle District of Pennsylvania.

### **13.7 ENTIRE AGREEMENT**

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

### **13.8 SEVERABILITY**

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

### **13.9 CHANGE OF LAW**

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

### **13.10 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Blue Ridge, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2021 of the Township Board of Commissioners.

## **SECTION 14** **DEFINITIONS**

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

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Blue Ridge.

(b) Basic Service - That service tier which shall include the retransmission of local broadcast television signals permitted by the broadcasters.

(c) Broadcast - Over-the-air transmission by a television or radio station.

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

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

(f) Complaint - Any written communication by a Subscriber expressing dissatisfaction with any material specific aspect of Blue Ridge's business or the operation of its Cable System,

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

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received directly or indirectly by Blue Ridge or its Affiliated Entities from any source whatsoever arising from, attributable to, or in any way derived from the operation of Blue Ridge's Cable System located within the Township to provide Cable Service. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;

- (5) revenue from the provision of any other Cable Service;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for "trouble calls";
- (9) fees for leasing of channels within the Township;
- (10) rental or sales of any and all equipment, including converters and remote control devices;
- (11) studio rental, production equipment and personnel fees;
- (12) any and all advertising revenues;
- (13) fees charged for use of any equipment, including cable transmission wires, by any other entity;
- (14) sale or rental of Subscriber lists;
- (15) revenues or commissions from home shopping channels;
- (16) revenue from interactive television services;
- (17) bank-at-home services and other revenue sharing arrangements provided through the Cable System;
- (18) fees for any and all music services;
- (19) fees for video-on-demand;
- (20) sales of program guides;
- (21) late payment fees;
- (22) NSF check charges; and
- (23) franchise fees.

Gross Revenues shall not include bad debts or any taxes on services furnished by Blue Ridge and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit, Nothing herein shall be interpreted to enlarge the Township's right to collect Franchise Fees beyond the authority granted to the Township by the Cable Act; and the Township acknowledges that revenues from advertising and home shopping channels are received based on zip codes that do not conform to Municipality boundaries. For the purpose of calculating Franchise Fees, these revenues will be prorated among franchise authorities based upon the number of subscribers within each.

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

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

- (l) Outlet - An interior receptacle that connects a television set to the Cable
- (m) Programming - Any video or audio signal carried over the Cable System
- (n) Service Interruption - The loss of picture or sound on one (1) or more channels.

(o) Subscriber - A person or entity who contracts with Blue Ridge for, and lawfully receives, the video signals and Cable Service distributed by the Cable System noting that all such Cable Service distributed by the Cable System in the Township is acknowledged by Blue Ridge, at the time of this Agreement, to cross at least one public right-of-way and therefore ensure inclusion of all Subscribers for purposes of Franchise Fees owed to the Township.

#### SECTION 15

#### LOW INCOME SENIOR DISCOUNT

Any qualified subscriber sixty-five years or older shall be eligible to receive and shall receive from Franchisee a discount in the manner described in Exhibit "B".

**WITNESS** our hands and official seals, this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST

TOWNSHIP OF POCONO

\_\_\_\_\_  
\_\_\_\_\_

By:

Name (Print):

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

ATTEST

BLUE RIDE COMMUNICATIONS

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By:

Name (Print):

Title:

Date:

**EXHIBIT A**

**LIST OF DESIGNATED LOCATIONS FOR  
SERVICES TO COMMUNITY FACILITIES**

Pocono Township Municipal Building  
| 112 Township Drive~~Route 611~~  
Tannersville, PA 18372

Pocono Township Police Department  
| 110 Township Drive~~Route 611~~  
Tannersville, PA 18372

Pocono Township Public Works Department  
| 112 Township Drive~~Route 611~~  
Tannersville, PA 18372

Pocono Township Fire Company  
| 114 Municipal Lane~~Route 611~~



Tannersville, PA 18372

Pocono Township Ambulance

2884 PA 611~~Route 611~~

Tannersville, PA 18372

Mountain View Park Office/~~Maintenance Facility~~

104 Mount View Park Lane~~Sullivan Trail~~

Tannersville, PA 18372

EXHIBIT B

**SENIOR DISCOUNT FORM**

To Qualify for this discount:

1. Applicant's name must be on the account.
2. Applicant must be the head of household.
3. Applicant must be 65 years of age or above.
4. Applicant must provide proof of age.
5. Applicant must provide proof of income eligibility by submitting one of the following documents:
  - a.) Supplemental Security Income
  - b.) Veterans Service Benefits
  - c.) PACE or PACENET Medical Card
  - d.) Medicaid Medical Card

Discount is not applicable to promotional rates, currently discounted rates and/or Bundled Services.

Discount is \$2.00 off Limited Basic Service or \$4.00 off Full Channel Lineup Service.

We appreciate your patronage!

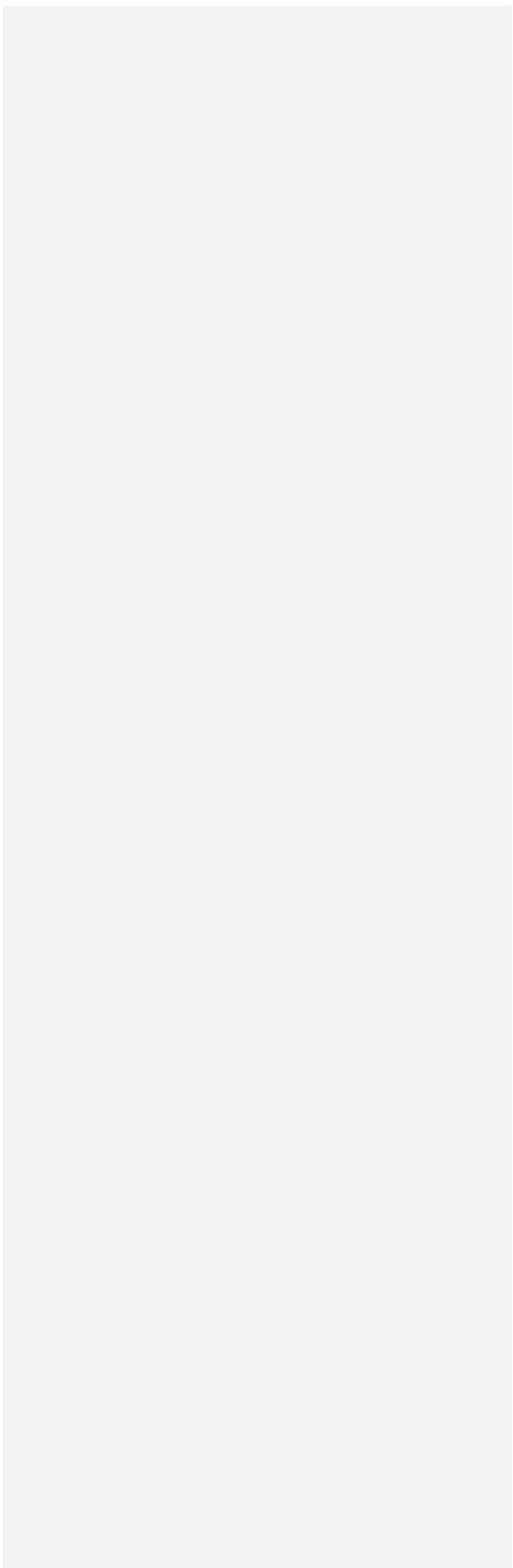
Please return the bottom portion in the enclosed envelope with the required documents.

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I declare there is not more than one other person under the age of 65 residing at the above address with me. I further, and finally, declare that the foregoing statements made by me are true. I am aware that if any of the statements I have made are willfully false, I am subject to punishment to the extent allowed by law.

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



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