

Cheltenham Township, believing that public input is appropriate on any items coming before the Commissioners, will recognize any citizen wishing to address a specific item prior to the vote on that issue. In order to be recognized, please raise your hand.



AGENDA

COMMISSIONERS' MEETING

Wednesday, June 17, 2015

Curtis Hall

7:30 p.m.

1. Pledge of Allegiance.
2. Roll Call.
3. Approval of the Board of Commissioners' Regular Meeting Minutes dated May 20, 2015.
4. Acceptance of the Executive Summary Financial Report of the Manager/Secretary for the month of May, 2015.
5. Acceptance of the Accounts Paid Report for the month of May, 2015.
6. Presentation of the 2015 American Heart Association Mission: Lifeline EMS Bronze Performance Achievement Award to Emergency Medical Service by the American Heart Association.
7. Presentation of awards to the Substance Abuse and Mental Health Committee's Multimedia Contest winners:

Walter Luchay, Wyncote Academy

Isaiah West, Wyncote Academy

8. Presentation of Certificates and Pins to the following part-time employees:

For over 20 years: Marvin Christopher, Park Guard
Robert J. Engle, Tae Kwon Do Instructor
Police Officer Christopher Gallagher, Paramedic
Doris Gwiszcz, Crossing Guard
Carol Holt, Crossing Guard
James Rebitz, Curtis and Glenside Halls Facility Supervisor
Mary Russell, Crossing Guard

For over 30 years: Gerald Samuels, La Mott Community Center Supervisor
Susan McAlary, Crossing Guard
Susan Nagel-Boris, Crossing Guard
Mary Washington, Crossing Guard

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June 17, 2015
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9. **PUBLIC HEARING:** To receive any and all comments regarding the adoption of an Ordinance amending Article XXXIII, Chapter 295 of the codified ordinances of Cheltenham Township also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham, to repeal the Age-Restricted Overlay District in its entirety (see attached).
10. Review of the Public Works Committee Regular Meeting Minutes dated June 10, 2015:
 - a. Adoption of a Resolution approving Land Development Plan No. 15-04, Wawa, located at Route 309 and Limekiln Pike, Wyncote (see attached).
 - b. Rejection of bids received for the "Interceptor A Sanitary Sewer Replacement Phases 2A, 2B, 3 & Portion of 4" Project.
 - c. Adoption of a Resolution authorizing the filing of a MultiModal Transportation Fund (MTF) PennDOT grant application (see attached).
 - d. Adoption of a Resolution authorizing the filing of an Automated Red Light Enforcement Transportation Program (ARLE) grant application for pedestrian improvements at Rices Mill Road and Glenside Avenue.
 - e. Selection of a voting delegate and an alternate voting delegate to the Annual Pennsylvania State Association of Township Commissioners (PSATC) Convention.
11. Review of the Public Safety Committee Regular Meeting Minutes dated June 3, 2015:
 - a. Adoption of an Ordinance amending Chapter 285 of the Township Code, thereof, entitled "Vehicles and Traffic".
 - b. Adoption of a Resolution authorizing changes to the Police Civil Service Personnel Rules and Regulations.
12. Review and acceptance of the Public Affairs Committee Regular Meeting Minutes dated June 3, 2015:
 - a. Renewal of a Janitorial Cleaning Services Contract for certain Township buildings.
 - b. Adoption of an Ordinance authorizing the incurrence of non-electoral debt and the issuance of a bond series.
 - c. Adoption of a Resolution honoring Steven Berk upon his retirement as Chairman of the Einstein Healthcare Network.

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13. Review and acceptance of the Building and Zoning Committee Regular Meeting Minutes dated June 3, 2015.
 - a. Adoption of a Resolution authorizing a Legal Notice scheduling a Public Hearing on Wednesday, July 15, 2015, at 7:30 p.m., at Curtis Hall, to consider and possibly adopt an Ordinance amending the Zoning Code, Chapter 295 entitled "Industrial District" to modify certain off-premises advertising sign requirements and to modify the Certificate of Appropriateness process for signs.
 - b. Consider the adoption of an Ordinance amending Article XXXIII, Chapter 295 of the codified ordinances of Cheltenham Township also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham, to repeal the Age-Restricted Overlay District in its entirety (see attached).
14. Review of the Parks and Recreation Committee Regular Meeting Minutes dated June 10, 2015.
 - a. Award of a Professional Services Contract for roof repairs at Curtis Hall.
15. Review of the Sinking Fund Commission Regular Meeting Minutes dated May 27, 2015.
16. Old Business.
 - a. Adoption of an Ordinance authorizing the execution of the renewal of the Franchise Agreement with Comcast Cable Communications and granting a Non-Exclusive Franchise to Comcast Cable Communications Management to construct, reconstruct, operate, maintain and extend a cable communications system in the Township in accordance with the terms of said cable franchise agreement (see attached).
17. New Business.
18. Citizens' Forum.
19. Adjournment.



Bryan T. Havir
Township Manager

**BOARD OF COMMISSIONERS
CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. - _____

**AN ORDINANCE AMENDING ARTICLE XXXIII, CHAPTER 295
OF THE CODIFIED ORDINANCES OF CHELTENHAM
TOWNSHIP ALSO KNOWN AS SECTIONS 295-240 THROUGH
295-244 OF THE CODE OF THE TOWNSHIP OF CHELTENHAM,
TO REPEAL THE AGE-RESTRICTED OVERLAY DISTRICT IN
ITS ENTIRETY**

WHEREAS, the current version of the Age-Restricted Overlay District was enacted by Ordinance No. 2236-12 on February 15, 2012; and

WHEREAS, the Board of Commissioners of Cheltenham Township considers it to be in the best interests of the community to repeal the Ordinance in its entirety.

NOW, THEREFORE, the Board of Commissioners of Cheltenham Township, duly assembled, does hereby enact and ordain as follows:

SECTION I - Repeal of Article XXXIII, Chapter 295, of the Codified Ordinances of Cheltenham Township, also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham

Article XXXIII of Chapter 295 entitled "Age-Restricted Overlay District" of the Codified Ordinances of Cheltenham Township, also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham, is hereby repealed in its entirety and shall be marked as "Reserved" until further enactment.

SECTION II - Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such

illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III - Failure to Enforce not a Waiver.

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION IV - Disclaimer

Nothing in this Ordinance shall limit, in any manner whatsoever, the Township's right to enforce any ordinance or law of the Township of Cheltenham, County of Montgomery or Commonwealth of Pennsylvania. Nothing in this Ordinance shall be a defense of any citation issued by any municipal corporation or the Commonwealth pursuant to any other law or ordinance.

SECTION V - Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

SECTION VI - Effective Date

This Ordinance shall take effect and be in force from and after its approval as permitted by law.

ENACTED into an Ordinance this _____ day of _____, 2015.

CHELTENHAM TOWNSHIP

By: _____
Harvey Portner, President,
Board of Commissioners

Attest: _____
Bryan T. Havir, Township Manager/Secretary

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JOSH SHAPIRO, CHAIR

VALERIE A. ARKOOSH, MD, MPH, VICE CHAIR

BRUCE L. CASTOR, JR., COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311

NORRISTOWN, PA 19404-0311

610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211

WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

June 12, 2015

Mr. Bryan Havir, Manager
Cheltenham Township
8230 Old York Road
Elkins Park, PA 19027

RE: MCPC #07-0390-006
Repeal Age-Restricted Overlay District

Dear Mr. Havir:

We have reviewed the above-referenced zoning text amendment in accordance with Section 609 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on May 15, 2015. We forward this letter as a report of our review.

Background

Cheltenham Township proposes to repeal in its entirety Article XXIII of its Zoning Ordinance, namely, the Age-Restricted Overlay District. This district is permitted only by special exception on all parcels that are at least 5 acres in gross area, in any residential or institutional zoning district or the C1 Commercial District, and meet certain state highway frontage requirements, among other stipulations. The ordinance permits an overall density of 8 units per developable acre for single-family and two-family housing units, as well as higher densities for mid-rise apartments based on height and number of floors, up to 20 units per developable acre. A version of this ordinance had been previously adopted by the municipality in 2008, which was then repealed in 2010. This ordinance, adopted in 2012, was amended later that year.

Recommendation

The Montgomery County Planning Commission (MCPC) supports the Township's intention to repeal the Age-Restricted Overlay District, as it can be applied too broadly to many locations in the Township, where denser development may not be appropriate, as currently written. The Cheltenham Township Comprehensive Plan states that the Township should encourage age-defined housing, but in "appropriate areas." The current district lacks many location criteria which would assure that such housing is compatible with the character of the neighborhood as well as adjacent to community services and amenities supporting elderly populations. In addition, allowing such high density development on certain properties in low-density base zoning districts, among others, would appear to work against the Township's objectives of encouraging development that is compatible to existing neighborhoods.

Conclusion

We wish to reiterate that MCPC is not opposed to this proposed zoning text amendment, and believe that, while MCPC is not against age-restricted housing itself, the repeal of this district as written will better achieve Cheltenham Township's planning objectives.

Mr. Bryan Havir, Mgr.

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June 12, 2015

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body adopt the proposed zoning ordinance text amendment; Section 609 of the Municipalities Planning Code requires that we be sent an official copy within 30 days.

Sincerely,

A handwritten signature in black ink that reads "Brian J. Olszak". The signature is written in a cursive style with a large initial "B".

Brian J. Olszak, Community Planner
610.278.3737 – bolszak@montcopa.org

c: Thomas Cross, Chrm., Township Planning Commission
Henry Sekawungu, Township Director of Planning and Zoning
Amy Montgomery, Township Engineer
Joseph Bagley, Township Solicitor

Mr. Bryan Havir, Mgr.

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June 12, 2015

**CHELTENHAM TOWNSHIP
BOARD OF COMMISSIONERS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2015-_____

GOOD PRO CHELTENHAM L.P.

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, GOOD PRO CHELTENHAM L.P. ("Developer") is the equitable owner and developer of a certain tract of land consisting of 3.63± acres with frontage on Ogontz Avenue, Limekiln Pike, MacDonald Avenue and Clubhouse Lane in Cheltenham Township on which the Developer intends to develop a Wawa convenience food store with fuel dispensing facilities (the "Development") and Developer is also the equitable owner of the premises consisting of approximately 3± acres with frontage on Clubhouse Lane in Cheltenham Township, Montgomery County, Pennsylvania, labeled as Parcel 3B in the Plans referred to below; and

WHEREAS, the Development is more particularly shown on plans prepared by Bohler Engineering, Inc. being plans consisting of thirty-five (35) sheets dated February 9, 2015, last revised April 20, 2015 (the "Plans"); and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a General Project Description & Stormwater Management Calculations prepare by Bohler Engineering, Inc. dated February 6, 2015, last revised April 20, 2015; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a General Project Description & Stormwater Management Calculations and Environmental Impact Statement for the Fairways at Cedarbrook Hills prepared by Bohler Engineering, Inc. dated December 11, 2003, last revised May 15, 2007; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a waiver request letter prepared by Bohler Engineering, Inc. dated April 20, 2015; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a Transportation Review letter prepared by F. Tavani and Associates, Inc., dated May 29, 2015 (the “Tavani Review Letter”), the response to such letter from Traffic Planning and Design, Inc., dated June 10, 2015 (the “TPD Response Letter”), and the letter from PennDOT, dated June 10, 2015 (the “PennDOT Letter”); and

WHEREAS, Developer has previously obtained and supplied one (1) copy of the light fixture specification sheets from Philips Lighting Company and Cree Lighting; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a Land Development Review comment response letter prepared by Bohler Engineering, Inc. dated April 20, 2015; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all authorities, agencies and districts having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development and subdivision approval of the Plans from Cheltenham Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Cheltenham Township hereby grants preliminary/final approval of the land development and subdivision as shown on the Plans described herein subject, however, to the following conditions:

1. At this time, the Cheltenham Township Board of Commissioners waives strict compliance with the following provisions of the Cheltenham Township Subdivision and Land Development Ordinance:

a. the requirement per §260-8.A., that secondary streets must have a minimum 60 foot right-of-way width and a minimum pavement width of 36 feet. Limekiln Pike, which is considered a secondary street, has both a variable width right-of-way and variable width. The plan proposes widening of the Limekiln Pike cartway along the property frontage from a minimum width of approximately 24 feet to a minimum width of 34 feet.

b. the requirement per §260-15, that sidewalks shall be required on the side of every street is partially waived. Sidewalks shall not be required on MacDonald Avenue and Clubhouse Lane.

c. the requirement per §260-20.B.(2), that nothing shall be permitted to be placed, planted, set or put within the area of an easement and the area shall be kept as lawn. The plan proposes a stormwater easement along the east side of the property for the relocation of the existing storm sewer pipe. The Site Plan proposes sidewalk, curb, paving, shrubbery and an illuminated sign within the easement area.

d. the requirement per §260-32.D(2) and (5), that the location, names and widths of streets, including those shown on the Township plan of streets; the location and name of railroads; the location of property lines and names of owners; and the location of watercourses, sanitary sewers, storm drains and similar features as well as topography based on Cheltenham Township sanitary sewer data within four hundred (400) feet of the parcel are required to be shown. An aerial photograph has been included in the plan set to depict the existing features within 400 feet of the site.

e. the requirement per §280-9.A(1)(c), that in no event may grading be performed on a site which shall result in the removal of more than 50% of the vegetation on the site at any time.

2. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township Engineer all issues set forth in the review letter of Boucher & James, Inc., dated May 6, 2015, the entire contents of which are incorporated herein by reference and is attached as an exhibit.

3. The width of the driveway connecting the Development to Limekiln Pike shall be as per Pennsylvania Department of Transportation's requirements.

4. The signage described in paragraph 2 of the Stipulation and Settlement Agreement dated March 6, 2015, by and among Wyngate Development Homeowners, Good Pro Cheltenham L.P., the Zoning Hearing Board of Cheltenham Township, and Cheltenham Township, as well as James A. Rosenstein, Esquire, attorney for Wyngate Development Homeowners, Peter S. Friedman, Esquire and Michael Yanoff, Esquire, attorneys for Good Pro Cheltenham, L.P., Carol M. Lauchmen, Esquire, solicitor to the Zoning Hearing Board of Cheltenham Township, and Joseph M. Bagley, Esquire, solicitor to Cheltenham Township, as is further depicted on the Plans, is hereby approved.

5. The Developer agrees to comply with the recommendations contained in the Tavani Review Letter as is supplemented by the TPD Response Letter and the PennDOT Letter with the exception of items 9 and 14 of the Tavani Review Letter. The Developer agrees to comply with the final recommendations of PennDOT as respects items 9 and 14 of the Tavani Review Letter. The entire contents of the Tavani Review Letter, the TPD Response Letter and the PennDOT Letter are incorporated herein by reference and are attached as exhibits.

6. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement with Cheltenham Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Commissioners and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

7. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities of the stormwater facilities are not fulfilled after reasonable notice to do so. The declaration shall be subject to the review and approval of the Township Solicitor and shall be recorded simultaneously with the Plans.

8. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

9. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Preliminary/Final Approval Resolution, and the Land Development and Financial Security Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

10. Prior to issuance of the occupancy permit for the Development, Developer shall provide the Township with all required approvals from the Pennsylvania Department of Transportation.

11. Prior to recording the Plans, Developer shall provide the Township with all required approvals from outside agencies having jurisdiction over the Development, including, but not limited to, the Pennsylvania Department of Environmental Protection and the Montgomery County Department of Assets and Infrastructure (except as otherwise provided by Paragraph 10). Developer may apply for and obtain grading permits and building permits prior to obtaining all required approvals from the Pennsylvania Department of Transportation provided that there has been compliance with this Paragraph.

12. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours' notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

13. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Financial Security Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Cheltenham Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been

funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

14. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Commissioners upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraphs 1 and 2 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Cheltenham Township Board of Commissioners held on June 17, 2015.

CHELtenham TOWNSHIP

By: _____
Harvey Portner, President
Board of Commissioners

Attest: _____
Bryan T. Havir, Manager/Secretary

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE TOWNSHIP
ADMINISTRATION TO PURSUE STATE TRANSPORTATION GRANT
UNDER THE MULTIMODAL TRANSPORTATION FUND TO
SUPPORT THE IMPLEMENTATION OF PHASE II AND PHASE III
TRANSPORTATION AND PEDESTRIAN IMPROVEMENTS IN THE
ELKINS PARK WEST COMMERCIAL DISTRICT**

WHEREAS, the Township of Cheltenham, Montgomery County, desires to apply for state funding from the Pennsylvania Department of Transportation Multimodal Transportation Fund (MTF) to financially aid in the Township's implementation of transportation and pedestrian improvements in the Elkins Park West Commercial District; and

WHEREAS, Cheltenham Township completed a Commercial District Enhancement Plan for the Elkins Park West Commercial District in 2000, which outlines a vision and implementation plan for economic development, transportation improvements and streetscape enhancements; and

WHEREAS, Cheltenham Township engaged engineers and planners to design and implement Phase I transportation and pedestrian improvements in the Elkins Park West Commercial District; and

WHEREAS, Cheltenham Township desires to enhance the entire Elkins Park West Commercial District on Old York Road (S.R. 611) between Meetinghouse Road and Cheltenham Hills Drive/Elkins Avenue; and

WHEREAS, the proposed enhancements to the Elkins Park West Commercial District will address the state's multimodal and smart transportation policies and initiatives by integrating land use and transportation decisions to improve the Township's commercial district of Elkins Park West by providing safe and reliable transportation options, traffic calming measures, enhanced pedestrian access and bicycle connections to public transit facilities, pedestrian safety and physical site improvements that require the removal of barriers to ADA, and way-finding signage to benefit economic growth and stabilization, both of the commercial core and the surrounding neighborhood that primarily support revitalization of the business district.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania, desires to file a FY 2016-17 MTF application to secure funds in an amount up to \$1.6 million based on the total project cost of \$2.3 million per the attached Cost Estimates (Exhibit A) for the purpose of installing a variety of streetscape and traffic calming improvements in the Elkins Park West Commercial District on Old York Road (S.R. 611) between Church Road and Cheltenham Hills Drive/Elkins Avenue (Phase

II) and Meetinghouse Road to Greenbriar Road (Phase III) in Elkins Park, and will be used for the construction of such elements as pedestrian sidewalk and curb improvements, ADA compliant curb cuts, ramps planters, benches, ornamental street lighting, sound attenuation pedestrian crossing devices, illuminated bollards, pedestrian crosswalks and mid-block crossings, and other traffic calming improvements, transit bus shelters, bicycle amenities, and other vital amenities and visual elements, which are part of the Cheltenham Township Commercial District Enhancement Plan and Comprehensive Plan of Cheltenham Township.

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cheltenham Township, Montgomery County does hereby designate the President of the Board of Commissioners and the Township Manager/Secretary as the officials to execute all documents and agreements between Cheltenham Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

BE IT FURTHER RESOLVED, that the Township of Cheltenham will commit to the 30% match of \$405,000 as its local share of the project costs.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, at its public meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania, 19095, under my hand and the Seal of the Township of Cheltenham, this seventeenth day of June, A.D., 2015, in the year of the Township of Cheltenham the one hundred sixteenth.

Resolved and adopted this 17th day of **June, A.D., 2015**.

ATTEST:

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS

Bryan T. Havir
Township Manager and Secretary

By: _____
Harvey Portner, President

APPENDIX "A"

**ELKINS PARK WEST COMMERCIAL DISTRICT PHASE II
TRANSPORTATION AND PEDESTRIAN IMPROVEMENTS PROJECT**

COST ESTIMATE

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
833	CY	CLASS 1 EXCAVATION	\$72.00	\$55,811.00
2,422	LF	GEOTEXTILE, CLASS 1	\$1.20	\$2,906.00
539	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 3 TO <10 MILLION ESALS, 25.0 MM MIX, 8" DEPTH	\$74.00	\$39,886.00
539	SY	SUBBASE 6" DEPTH (NO. 2A)	\$26.00	\$14,014.00
6,500	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS PG 64-22, 3 TO <10 MILLION ESALS, 12.5 MM MIX, 1 1/2" DEPTH SRL-E	\$9.80	\$63,700.00
6,500	SY	BITUMINOUS TACK COAT	\$0.30	\$1,950.00
6,500	SY	MILLING OF BITUMINOUS PAVEMENT SURFACE, 1 1/2" DEPTH; MILLING RETAINED BY CONTRACTOR	\$2.60	\$16,900.00
2,422	LF	6" PAVEMENT BASE DRAIN	\$16.00	\$38,752.00
2,669	SY	CEMENT CONCRETE SIDEWALK	\$54.00	\$144,126.00
84	SF	SIDEWALK DETECTABLE WARNING SURFACE	\$40.00	\$3,360.00
2,558	SF	CROSSWALK DURATHERM	\$12.70	\$32,486.60
2,422	LF	SAWCUT 12'-18' DEPTH	\$3.20	\$7,750.40
2,422	LF	ROADWAY CURB	\$30.00	\$72,660.00
8	EACH	JUNCTION BOX, 17"x30"	\$680.00	\$5,440.00
16	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS (LED)	\$684.00	\$13,824.00
8	EACH	PEDESTRIAN SIGNAL HEAD WITH COUNTDOWN TIMER (LED)	\$650.00	\$5,200.00
2	LS	EMERGENCY PRE-EMPTION SYSTEM, 4 APPROACHES	\$9,000.00	\$18,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM SPECIAL	\$24,000.00	\$48,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM SPECIAL	\$25,000.00	\$50,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM SPECIAL	\$26,000.00	\$26,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM SPECIAL	\$27,000.00	\$27,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM SPECIAL	\$28,000.00	\$28,000.00
2	EACH	TRAFFIC CONTROLLER ASSEMBLY	\$15,700.00	\$31,400.00
7	EACH	LIGHT POLE FOUNDATIONS - PEDESTRIAN	\$1,150.00	\$8,050.00
7	EACH	LIGHT POLE - PEDESTRIAN	\$8,750.00	\$61,250.00
6	EACH	LIGHT POLE FOUNDATIONS - ROADWAY	\$1,500.00	\$61,250.00
6	EACH	LIGHT POLE - ROADWAY	\$13,000.00	\$78,000.00
1	LS	LANDSCAPING	\$12,000.00	\$12,000.00
1	EACH	TRAFFIC STUDY FOR LEFT TURN LANE SB OLD YORK ROAD AT CHURCH ROAD	\$13,000.00	\$13,000.00
1	EACH	CONSTRUCTION OF LEFT TURN LANE SB OLD YORK ROAD AT CHURCH ROAD (REMOVE MEDIAN STRIP, GRADE, MILL, PAVE)	\$100,000.00	\$100,000.00
			SUBTOTAL	\$1,028,466.40
			DESIGN	\$100,000.00
			INSPECTIONS	\$150,000.00
			20% CONTINGENCY	\$205,694.00
			TOTAL	\$1,479,160.40

APPENDIX "A"

**ELKINS PARK WEST COMMERCIAL DISTRICT PHASE III
TRANSPORTATION AND PEDESTRIAN IMPROVEMENTS PROJECT**

COST ESTIMATE

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
290	CY	CLASS 1 EXCAVATION	\$72.00	\$20,880.00
1,396	LF	GEOTEXTILE, CLASS 1	\$1.20	\$1,675.20
311	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 3 TO <10 MILLION ESALS, 25.0 MM MIX, 8" DEPTH	\$74.00	\$23,014.00
311	SY	SUBBASE 6" DEPTH (NO. 2A)	\$26.00	\$8,086.00
311	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS PG 64-22, 3 TO <10 MILLION ESALS, 12.5 MM MIX, 1 1/2" DEPTH SRL-E	\$9.80	\$3,047.80
1,396	LF	6" PAVEMENT BASE DRAIN	\$16.00	\$22,336.00
1,396	LF	SAWCUT, 12"-18" DEPTH	\$3.20	\$4,467.20
1,396	LF	ROADWAY CURB	\$30.00	\$41,880.00
681	SY	CEMENT CONCRETE SIDEWALK	\$54.00	\$36,774.00
224	SF	SIDEWALK DETECTABLE WARNING SURFACE	\$40.00	\$8,960.00
2,680	SF	CROSSWALK DURATHERM	\$12.70	\$34,036.00
7	EACH	JUNCTION BOX, 17"x30"	\$680.00	\$4,760.00
18	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS (LED)	\$864.00	\$15,552.00
16	EACH	PEDESTRIAN SIGNAL HEAD WITH COUNTDOWN TIMER (LED)	\$650.00	\$10,400.00
2	LS	EMERGENCY PRE-EMPTION SYSTEM, 4 APPROACHES	\$9,000.00	\$18,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM SPECIAL	\$24,000.00	\$48,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM SPECIAL	\$25,000.00	\$50,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM SPECIAL	\$26,000.00	\$26,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM SPECIAL	\$28,000.00	\$28,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 40' MAST ARM SPECIAL	\$29,000.00	\$29,000.00
2	EACH	TRAFFIC CONTROLLER ASSEMBLY	\$15,700.00	\$31,400.00
1	LS	LANDSCAPING	\$5,000.00	\$5,000.00
1	LS	RETAINING WALL	\$150,000.00	\$150,000.00
			SUBTOTAL	\$621,268.20
			8% MOB/MPT	\$49,701.46
			20% CONTINGENCY	\$124,253.64
			TOTAL	\$795,223.30

Phase II Total	\$1,480,000
Phase III Total	\$795,000
Phases II and III Total	\$2,275,000

Grant Request	\$1,592,500
Township Match (30%)	\$682,500

**BOARD OF COMMISSIONERS
CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. - _____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CABLE
FRANCHISE AGREEMENT WITH COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC AND GRANTING
A NON-EXCLUSIVE FRANCHISE TO COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC TO CONTINUE
TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN
AND EXTEND A CABLE COMMUNICATIONS SYSTEM IN
CHELTENHAM TOWNSHIP IN ACCORDANCE WITH THE
TERMS OF SAID CABLE FRANCHISE AGREEMENT**

WHEREAS, Cheltenham Township (hereinafter "Township") granted a cable television franchise to Comcast Cablevision of Willow Grove, Inc. by Ordinance No. 2032-03 on April 15, 2003, granting that organization the authority, right and privilege to construct, reconstruct, operate, maintain and extend a cable system and to provide cable service and any other service permitted by this franchise within the streets and public ways of the Township; and

WHEREAS, Comcast Cablevision of Willow Grove, Inc. has been merged or otherwise consolidated with Comcast Cable Communications Management, LLC (hereinafter "Grantee" or "Comcast"); and

WHEREAS, the Township, having determined that the financial, legal, and technical ability of Comcast continues to be reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into a franchise agreement with the Grantee for the continuing construction, reconstruction, operation, maintenance and extension of a cable television system and to provide cable service and any other service permitted by this franchise within the streets and public ways of the Township on the terms and conditions set forth in the franchise agreement.

NOW, THEREFORE, it is hereby **ORDAINED** and **ENACTED** by the Board of Commissioners of Cheltenham Township as follows:

SECTION I.

The Board of Commissioners hereby authorizes execution of the cable franchise agreement (hereinafter "Cable Franchise Agreement") with Grantee and grants a nonexclusive franchise to Grantee, to construct, reconstruct operate, maintain, and extend a cable communications system in the Township in accordance with the terms of said Cable Franchise Agreement.

SECTION II. - DISCLAIMER

Nothing in this Ordinance shall limit, in any manner whatsoever, the Township's right to enforce any ordinance or law of the Township of Cheltenham, County of Montgomery or Commonwealth of Pennsylvania. Nothing in this Ordinance shall be a defense of any citation issued by any municipal corporation or the Commonwealth pursuant to any other law or ordinance.

SECTION III. - SEVERABILITY

The provisions of this Ordinance are severable, and if any Section, sentence, clause or phrase shall be held by a court of competent jurisdiction to be illegal, invalid, or unconstitutional, the remaining portions of this Ordinance shall not be affected or impaired thereby.

SECTION IV. - REPEALER

Any ordinance or part of any Ordinance conflicting with the provisions of this Ordinance shall be deemed and the same are hereby repealed to the extent of such conflict.

SECTION V. – FAILURE TO ENFORCE NOT A WAIVER

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION VI. – EFFECTIVE DATE

This Ordinance shall take effect and be in force as soon after adoption as is permitted by law.

ORDAINED AND ENACTED by the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania, this _____ day of _____, 2015.

CHELTENHAM TOWNSHIP

By: _____
Harvey Portner, President,
Board of Commissioners

Attest: _____
Bryan T. Havir, Township Secretary

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Township of Cheltenham, Montgomery County Pennsylvania (hereinafter, "Township" or "Franchising Authority") and Comcast Cable Communications Management, LLC. (hereinafter, "Grantee" or "Comcast").

The Township having determined that the financial, legal, and technical ability of the Grantee continues to be reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for any continuing construction, and the operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 - 631 (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined in the Cable Act or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" means 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, and as further defined under Section 602 (6) of the Cable Act.

1.2. "Cable System" means 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 Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. "Customer" or "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.4. "Effective Date" means the date on which all authorized persons necessary to sign this Agreement in order for it to be binding on both parties

have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.5. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.6. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.7. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.8. "Franchise Area" means the present legal boundaries of the Township of Cheltenham, County of Montgomery, Pennsylvania, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.9. "Franchising Authority" means the Township of Cheltenham Pennsylvania or the lawful successor, transferee, designee, or assignee thereof.

1.10. "Grantee" or "Comcast" shall mean Comcast Cable Communications Management, LLC.

1.11. Gross Revenues - All revenue received by Comcast or its affiliates attributable to, or in any way derived from the operation of Comcast's Cable System in the Municipality to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium Cable services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other deemed to be Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for cable-related service calls;

- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all Subscriber equipment, including but not limited to DVRs, converters and remote control devices;
- (12) any and all locally-derived advertising revenues;
- (13) locally-derived revenues or commissions from home shopping channels;
- (14) revenue from interactive Cable Services;
- (15) fees for video-on-demand;
- (16) fees for any music services deemed to be Cable Service;
- (17) late payment fees;
- (18) NSF check charges; and
- (19) franchise fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refundable deposits, sales of capital equipment, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the Municipality, state, federal or other governmental unit.

1.12. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.13 "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.14. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning (but specifically excluding pedestrian and bike trails) entitle the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits,

vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.15 "Standard Installation" shall mean the standard one hundred twenty-five (125) foot aerial drop connection to the existing distribution system.

1.16 "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station (see Section 602 (20) of the Cable Act).

SECTION 2 - Grant of Authority

2.1. **Franchise Grant.** The Franchising Authority hereby grants to the Grantee a non-exclusive Franchise authorizing the Grantee to continue to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. **Term of Franchise.** The term of the Franchise granted hereunder shall be twelve (12) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. This Franchise shall be automatically extended for three (3) additional terms of five (5) years each unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least three (3) years before the expiration date of the then-current Franchise Agreement, whether it be the initial term or a subsequent extended term.

2.3. **Renewal.** Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. **Permits and General Obligations.** The Grantee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and

reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Grantee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i.) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii.) the Grantee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with

the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any collateral, real property damage caused by such trimming. All tree trimming and removal of trees shall be performed in conformance with applicable Township Ordinances.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available, Grantee serves the right to pass its costs through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per aerial mile or sixty (60) homes per underground mile and is within one (1) mile of the existing Cable System as measured in strand footage from the nearest active trunk or feeder line. Subject to the density requirement, Grantee shall offer Cable Service to all

new dwellings or previously unserved dwellings located within one hundred twenty-five (125) feet of the Grantee's nearest segment of Cable System from which a usable signal is technically available ("Standard Installation"). The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring an underground installation, or a drop or line extension in excess of the above standards. Any such additional charge shall include a reasonable rate of return and shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Grantee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Grantee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. Upon the receipt of a written request from the Grantee, the Franchising Authority will provide the Grantee (no more frequently than once per calendar quarter) with the status of developments within the Franchise Area which have resulted or may result in the issuance of building or development permits requiring the placement of cable facilities underground. To the extent possible, the Franchising Authority will also provide the Grantee with the name and address of such developers.

The Franchising Authority also agrees that a paragraph will be added to its form developer's agreement, requiring the developer to provide 10 days written notice to the Grantee of the availability of open trenches within or adjacent to the development where cable facilities could be deployed for the benefit of the development. Notwithstanding anything in this paragraph to the contrary, the Franchising Authority shall not be liable to the Grantee on any theory or legal basis whatsoever, for any costs or damages incurred by the Grantee as the result of inadvertent misinformation provided to the Grantee or as the result of any failure by a developer.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees.

7.1.1. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and

sixty (60) days after the close of the calendar year (last day of February). Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.1.2. The Franchising Authority may amend the franchise fee percentage upon ninety (90) days written notice to Grantee provided that the franchise fee shall not exceed five percent (5%), the maximum rate permitted by the Cable Act. In the event that federal law is modified to authorize a franchise fee rate higher than five percent (5%), the Franchising Authority may, at its discretion, direct in writing that Grantee pay the higher franchise fee. A copy of the Resolution or Ordinance authorizing the adjustment shall accompany such written notice. In the event that federal law is modified to authorize a maximum franchise fee rate lower than five percent (5%), the Grantee may, after notice to the Franchising Authority, pay the lower franchise fee.

7.2. Franchise Fees Subject to Audit.

7.2.1 Upon reasonable prior written notice, during Normal Business Hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount

and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 et seq. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during Normal Business Hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of twenty-four (24) months.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information reasonably deemed to be proprietary or confidential in nature. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise

fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchising Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information which is confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and not oppose Grantee in defending such request at no cost to the Franchising Authority.

SECTION 8 – Transfer of Cable System or Franchise of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchising Authority. No prior notice shall be required, however, for: (i.) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, (ii.) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, and Two Million Dollars (\$2,000,000) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

9.2. Indemnification. The Grantee shall indemnify, defend and hold

harmless the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this Section or within ten (10) days following service of legal process on the Franchising Authority or its designated agent of any action related to this Section. The Franchising Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Grantee's ability to defend the claim or action. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 10 - System Description and Service

10.1. **System Capacity.** During the term of this Agreement, the Grantee's Cable System shall be capable of providing Video Programming to its customers in the Franchise Area in accordance with the Cable Act.

10.2. **Cable Service to School Buildings.** Upon request, the Grantee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one (1) outlet to each public and private grade school (K-12) building, not including "home schools," located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable. No charge shall be made for installation or service, except that Grantee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. **Cable Service to Governmental and Institutional Facilities.** Upon request, the Grantee shall provide, at no cost to the Township, Basic Cable Service and Standard Installation at one outlet to each Public Building located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable. No charge shall be made for installation or service, except that Grantee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. Public Buildings are those buildings whether or not owned or leased by the Franchising Authority for municipal government administrative purposes including, but not limited to, fire companies, ambulance services, public libraries, and shall not include buildings owned by Franchising Authority but

leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A.) to respond to the Franchising Authority, contesting the assertion of non-compliance or default; or (B.) to cure such default; or (C.) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed and complete such cure by such date unless otherwise agreed by the Franchising Authority in writing.

11.1.2. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

(i). seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

(ii). in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Grantee, including two or more instances of

substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

11.3 No Removal of System. Grantee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §541 (b)].

SECTION 12 – Competitive Equity

12.1. Purposes. The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to Franchising Authority residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Franchising Authority residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i.) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii.) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if reasonably necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Township.

12.3. Subsequent Change in Law. If there is a change in federal, state

or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchising Authority, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Franchising Authority, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the Franchising Authority on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchising Authority. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under Sections 12.2 or 12.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

12.5. Video Service Provider. The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control.

This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Township of Cheltenham
Attention: Township Manager
8230 Old York Road
Elkins Park, PA 19027

To the Grantee:

Comcast Cable Communications Management, LLC.
55 Industrial Drive
Ivyland, PA 18974
Attention: Government Affairs Department

with a copy to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

Comcast Cable
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Grantee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings -- whether written or oral -- of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of

this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Pennsylvania, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Grantee may have under federal or state law unless such waiver is expressly stated herein.

13.10 Incorporation by Reference

(a) All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Pennsylvania, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Franchise Agreement to the extent that any provision of this Renewal Franchise conflicts

with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Pennsylvania, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

SECTION 14 - Educational and Government Access Channel (EG)

14.1 Comcast shall continue to maintain one (1) Educational ("E") channel and one (1) Governmental ("G") channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The EG channels shall be used for non-commercial community programming related to governmental and/or educational activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, and bringing education into the home. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channels and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over EG channel programming. Upon the conversion of cable signals from an analog format, as a result affecting EG channel transmission, Comcast shall offer EG channels to Subscribers on the lowest level of Digital Cable Service available during the term of the Agreement.

14.2 Comcast shall continue to maintain no more than two (2) remote origination points. Comcast shall provide the Township and/or its designee, cable, wire, lines and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can be received from the selected locations 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". Comcast shall distribute the video signals for the EG channels in high quality resolution.

14.3 The Township and Comcast agree that any and all costs incurred by Comcast for providing the EG channels and supporting such channels, including any and all equipment, capital grants and maintenance and repair, may

be designated as "costs of franchise requirements" or "external costs" as defined by the FCC.

14.4 Other than the access support specifically agreed to in this Agreement, Comcast shall not be required to provide technical or production staff, additional funding, or obtain equipment or studio facilities for EG access channel programming.

14.5 Grantee shall provide a monetary grant to the Franchising Authority to be used in support of the production of local EG programming or for any other public purpose, The EG grant provided by Grantee shall be in the amount of One Hundred and Twenty Five (\$125,000) Dollars. Such grant is to be paid within ninety (90) days of the Effective Date, and shall not be offset against franchise fee payments paid to the Franchising Authority.

14.6 In the event Comcast deems a change in a EG Channel number assignment to be necessary, Comcast shall reimburse the Township with up to Three Thousand Dollars (\$3,000) of reasonable and documented out-of-pocket costs to help rebrand the channel.

REMAINDER INTENTIONALLY LEFT BLANK TO THE SIGNATURE PAGE

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Attest: Township of Cheltenham PA:

By: _____
Print Name: _____
Title: _____
Date: _____

Attest: Comcast Cable Communications Management, LLC

By: _____
Print Name: _____
Title: Senior Vice President -- Freedom Region
Date: _____