

## **TOWNSHIP OF LOWER MERION**

### **POLICE COMMITTEE**

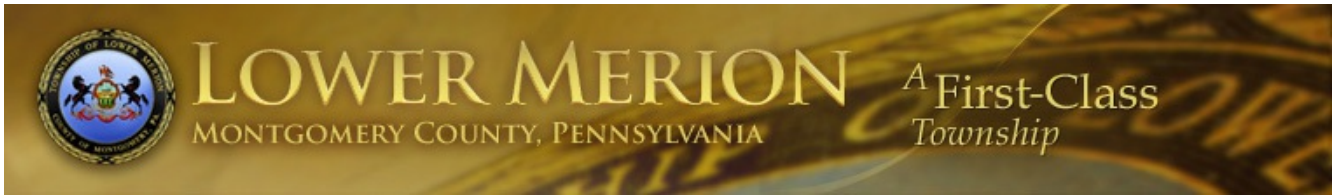
**Wednesday, May 7, 2025  
6:10 PM ( Approximately)**

Chairperson: Shawn Kraemer

Vice Chairperson: Joshua L. Grimes, Anthony C. Stevenson, V. Scott Zelov

### **AGENDA**

- 1. AUTHORIZATION TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP**
- 2. AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - REGULATION OF IMMOBILIZATION DEVICES**
- 3. AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - POLICE TOWING FEES**
- 4. AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - REGULATION OF ELECTRIC VEHICLE CHARGING STATIONS ON MUNICIPAL LOT 7**
- 5. ADVANCE RELEASE FOR INFORMATION ONLY - NO PRESENTATION OR DISCUSSION THIS MONTH - AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - AUTOMATED RED LIGHT ENFORCEMENT**



## AGENDA ITEM INFORMATION

### ITEM: AUTHORIZATION TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP

Consider for recommendation to the Board of Commissioners authorizing execution of a Memorandum of Understanding between the Lower Merion Township Police Department and the Flock Group for the purpose of allowing the Police Department to have access to Flock Group's license plate reader system.

## PUBLIC COMMENT

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - MOU with Flock	Issue Briefing
<input type="checkbox"/> MOU with Flock	Backup Material

## **TOWNSHIP OF LOWER MERION**

### ***Police Committee***

#### **Issue Briefing**

**Topic:** Memorandum of Understanding with Flock Group

**Prepared By:** Andrew J. Block, Superintendent of Police

**Date:** May 2, 2025

- I. Action to Be Considered by the Board:** Authorize execution of a Memorandum of Understanding between the Lower Merion Township Police Department and the Flock Group for camera data access.
- II. Why This Issue Requires Board Consideration:** Board approval is required to execute a Memorandum of Understanding.
- III. Current Policy or Practice (If Applicable):** N/A
- IV. Other Relevant Background Information:** The Flock Group and FlockOS offers services to residents in the form of security surveillance camera systems. These cameras are installed in a fixed location on private property or in the right of way with permission. They record vehicles that traverse the public streets. The FlockOS is incorporated with a fixed license plate reader (LPR) in the camera system. The LPR provides vehicle ownership, the make, model, and color of the vehicle. The resident does not have access to the vehicle registration information. With the approval of this MOU the Lower Merion Police Department would have access to the license plate reader to determine the above-mentioned information. FlockOS is a proactive deterrent for crime prevention. Flock cameras record all vehicles entering and exiting the public or private street. If a crime occurs on the street or within the neighborhood, police will have access to the LPR to assist with the identity of the vehicle and vehicle owner as part of the investigation. The MOU has been reviewed and approved by Township Solicitor Gilbert High.
- V. Impact on Township Finances:** There is no financial impact to the Township. The resident contracts directly with the Flock Group to pay for the lease and installation of the cameras. The resident must authorize the Flock Group to permit the Police Department access to their camera/LPR system which requires the aforementioned MOU.
- VI. Staff Recommendation:** Staff recommends the Board authorize the Township Manager to sign the Memorandum of Understanding with the Flock Group.



## **MEMORANDUM OF UNDERSTANDING**

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., d/b/a “Flock Safety”, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and Lower Merion Township PD (Montgomery County) with a place of business at 71 East Lancaster Avenue, Ardmore, Pennsylvania 19003 (“**Customer**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Customer desires to access Flock’s technology platform and FlockOS<sup>®</sup> (together, the “**Flock Services**”) in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices (“**Captured Data**”) for the Purpose (defined below).

Whereas, Flock desires to share Captured Data with Customer in accordance with the applicable retention requirements, pursuant to the following terms and conditions:

### **1. Definitions.**

1.1. “**Authorized User**” means employees, agents, or officers of Customer accessing or using the Flock Services for the Purpose.

1.2. “**Flock IP**” means the Flock Services, Flock’s proprietary software, hardware, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized Users.

1.3. “**FlockOS<sup>®</sup> Essentials Tier**” means access to Flock’s cloud-based public safety platform, which includes real-time hotlist alerts and search vehicle evidence from a nationwide network of license plate reader cameras. FlockOS<sup>®</sup> Essentials Tier includes access to Flock’s national law enforcement network of devices.

1.4. “**FlockOS<sup>®</sup> Community Tier**” means access to Flock’s cloud-based public safety platform, which includes limited access to community devices, such as Home Owner Associations, businesses, law enforcement, and school safety customers, within the local city or county they serve. FlockOS<sup>®</sup> Community Tier does not include national access to Flock’s law enforcement network of devices.

**2. Purpose.** Customer shall use Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering by law enforcement to the extent permitted by law (“**Purpose**”).

**3. Term.** This MOU will commence upon execution by both Parties and shall continue until terminated by either Party pursuant to Section 12 (“**Termination for Convenience**”).

**4. Trial Period.** For the first ninety (90) days of the Term (“**Trial Period**”), Customer will have complimentary access to FlockOS<sup>®</sup> Essentials Tier. After the Trial Period, Customer will be



automatically downgraded to FlockOS<sup>®</sup> Community Tier unless the Parties mutually execute a paid subscription agreement.

**5. Access Rights to Flock Services.** Flock grants to Customer a non-exclusive, non-transferable, revocable right to access the features and functions of the Flock Services during the Term, solely for use by Authorized Users. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU and shall cause Authorized Users to comply with such provisions. Customer shall be responsible for all acts and omissions of Authorized Users.

**6. Restrictions on Use.** Customer will not permit any Authorized Users or any third party to: (i) copy or duplicate any of the Flock Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Services is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Services, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights. Customer may only access Captured Data and Flock Services to perform the Purpose, as described in Section 2. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances.

**7. Service Interruption.** Flock Services may be interrupted in the event that: (a) Flock's provision of Flock Services to Customer or any Authorized User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believe Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Interruption.

**8. Service Suspension.** Flock may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Flock IP or Flock Services if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized User uses the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Purpose; or (e) any unauthorized access to Flock Services through Customer's account.

**9. Ownership.** Flock retains all right, title and interest in and to the Flock Service, Flock IP, and its components or data provided by Flock to Customer. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Except as



provided herein, Customer acknowledges that it neither owns nor acquires any rights, title or interest in Flock IP or Captured Data. If Customer or Authorized User provides any suggestions or other information relating to the subject matter hereunder, Customer or Authorized User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing. There are no implied rights.

**10. Warranty.** Flock Services are provided “As Is”. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to Flock Services and Captured Data.

**11. Financial Implications to Customer.** No financial commitment by Customer is required to access the Flock Services or Captured Data under this MOU.

**12. Termination for Convenience.** Either Party may terminate this MOU for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination, effective immediately after such notice. Upon termination of this MOU, Customer will immediately cease all use of Flock Services.

**13. Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the use of Flock Services. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Services. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees. Under no circumstances shall this MOU be interpreted to create a partnership or joint venture.

#### **14. Limitation of Liability.**

**14.1. Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN \$100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

**14.2. Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **15. Confidentiality.**



**15.1. Obligations.** During the performance of services and Customer's use of the Flock Services under this Agreement it may be necessary for a Party to provide the other with certain information considered to be proprietary or confidential by the disclosing Party. The disclosure of such confidential information shall be subject to the following terms and conditions.

15.1.1. "**Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to disclosing Party that is not be accessible or known to the general public, including information concerning its hardware, business plans or opportunities, business strategies, finances, employees, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support and third-party proprietary or other information that disclosing Party treats as confidential. The receiving Party shall not use, publish or divulge any Confidential Information of the disclosing Party except (i) in connection with receiving Party's provision of software and services pursuant to this Agreement, (ii) to receiving Party's officers, directors, employees, agents and contractors who need to know such information to enable receiving Party to provide software and services pursuant to this Agreement, or (iii) with the prior written consent of disclosing Party, provided that disclosing Party may withhold such consent in its sole discretion.

15.1.2. Each Party shall protect the other's Confidential Information with the same degree of care normally used to protect its own similar Confidential Information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect Confidential Information received from the other Party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning this section herein, shall survive any termination of this MOU.

**15.2. Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving Party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act or Public Records Request shall not be considered a breach of this MOU; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**16. Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the provision of Flock Services, the sharing of Captured Data, and



# flock safety

Confidential Information by and between Flock and Customer. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by either Party.

**17. Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

**18. Miscellaneous.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement. This MOU shall be governed by the laws of the state in which the Customer is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Customer have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

**FLOCK GROUP, INC.**

**Lower Merion Township PD (Montgomery County)**

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

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

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

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

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

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

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

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





## AGENDA ITEM INFORMATION

### ITEM: AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - REGULATION OF IMMOBILIZATION DEVICES

Consider for recommendation to the Board of Commissioners authorizing the Township Secretary to advertise notice of intent to adopt an ordinance to amend the Code of the Township of Lower Merion, Chapter 145, Vehicles and Traffic, Article XI, Immobilization, Towing, Impoundment And Storage, to provide definitions for Barnacle, Immobilizing Service and Person; and to provide regulations regarding the licensing of immobilizing services, the requirements for the implementation of immobilizing practices, and a maximum immobilizing fee that may be charged.

## PUBLIC COMMENT

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - Immobilization Devices	Issue Briefing
<input type="checkbox"/> Draft Ordinance - Immobilization Devices	Ordinance

## **TOWNSHIP OF LOWER MERION**

### ***Police Committee***

#### **Issue Briefing**

**Topic:** Regulation of Vehicle Immobilization Devices

**Prepared By:** Andrew J. Block, Superintendent of Police

**Date:** May 2, 2025

#### **I. Action To Be Considered By The Board:**

Authorize advertisement of an Ordinance to amend the Code of the Township of Lower Merion, Chapter 145, Vehicles and Traffic, Article XI, Immobilization, Towing, Impoundment And Storage, to provide definitions for Barnacle, Immobilizing Service and Person; and to provide regulations regarding the licensing of immobilizing services, the requirements for the implementation of immobilizing practices, and a maximum immobilizing fee that may be charged.

#### **II. Why This Issue Requires Board Consideration:**

Amendments to the Code of the Township of Lower Merion require authorization by the Board of Commissioners

#### **III. Current Policy Or Practice (If Applicable): N/A**

#### **IV. Other Relevant Background Information:**

In December 2024, the Police Department was contacted to investigate the application of what is known as a “barnacle” to the windshield of a vehicle parked in a private parking lot. The investigation revealed that this “barnacle” is a vehicle immobilization device which is affixed the windshield of a vehicle, with the intent of obstructing the driver’s view to immobilize the vehicle. The device is applied to vehicles by a private company, which is contracted by the private property owner, to immobilize illegally parked vehicles. Those vehicle owners are then charged a fee to remove the device. The immobilization devices are intended to prevent illegal parking in private parking lots.

In the months since the first reported barnacle incident, the Police Department has received numerous reports from citizens regarding the legitimacy of these devices. There have been 22 documented reports in which Police were involved due to some incident which was more than simply verifying the legitimacy of the device. These incidents include verbal and physical disturbances, acts of criminal mischief, and vehicle owner’s driving away with the device still affixed to their windshield.

In the absence of any Township Code provisions regulating these devices, Police Officers lack any documented Code to reference when informing citizens that this practice is legal. Additionally, it has been found that the company or companies deploying these devices lack

consistency in how they accept payment to remove the device. Some allow credit card payments, some request cash, in other incidents citizens are asked to pay through Apple Pay, Cash App or Zelle. The removal fee has also been found to vary, from as little as \$50 to \$500, with \$350 of that being a credit card hold which should later be reimbursed. These conditions give the impression that this is an illegal business, which is not being regulated by the Township.

The proposed ordinance would address and regulate the following:

- Regulate who may apply a vehicle immobilization device
- Set a maximum removal fee of \$85 and required means by which that fee may be paid
- Require that companies which apply a vehicle immobilization device be licensed by the Township, and provide annually their current bond and insurance information
- Require that the companies which apply a vehicle immobilization device notify the Police Department of each vehicle they immobilize
- Require that the companies which apply a vehicle immobilization device have posted signage that meets certain requirements in all private lots in which they operate
- Allow the Superintendent of Police to revoke the vehicle immobilization business license, upon determining that any violation of the ordinance has occurred
- Establish insurance and bonding requirements

#### **V. Impact On Township Finances:**

There will be no cost to the Township associated with this proposed ordinance.

#### **VI. Staff Recommendation:**

Staff recommends authorizing advertisement of the ordinance to regulate vehicle immobilization devices on private property, and companies which apply vehicle immobilization devices.

## AN ORDINANCE

NO. \_\_\_\_\_

**An Ordinance To Amend The Code Of The Township Of Lower Merion, Chapter 145 Thereof, Entitled Vehicles And Traffic, Article XI, Immobilization, Towing, Impoundment And Storage, To Provide Definitions For Barnacle, Immobilizing Service And Person; And To Provide Regulations Regarding The Licensing Of Immobilizing Services, The Requirements For The Implementation Of Immobilizing Practices, And A Maximum Immobilizing Fee That May Be Charged.**

The Board of Commissioners of the Township of Lower Merion, does hereby ordain as follows:

**Section 1.** The Code of the Township of Lower Merion, Chapter 145, entitled Vehicles and Traffic, Article XI, Immobilization, Towing, Impoundment and Storage, Section 145-69.1, Definitions is hereby amended by the addition, in alphabetical order of definitions for Barnacle, Immobilizing Service, and Person, to provide as follows:

**BARNACLE** - A vehicle immobilizing device that adheres to the windshield of a motor vehicle to prevent or obscure the driver's visibility.

**IMMOBILIZING SERVICE** - a person who immobilizes motor vehicles on private property with the consent of the property owner.

**PERSON** - Any natural person, association, partnership, firm or corporation.

**Section 2.** The Code of the Township of Lower Merion, Chapter 145, entitled Vehicles and Traffic, Article XI, Immobilization, Towing, Impoundment and Storage, is hereby amended by the addition of a new Section 145-75.1, Immobilizing unattended vehicles on private property, to provide as follows:

### **145-75.1 Immobilizing unattended vehicles on private property**

The following regulations shall apply to the immobilization of vehicles parked or left unattended on private property without the consent of the property owner:

- A. No person except the private property owner or an immobilizing service authorized by the property owner may immobilize a vehicle parked or left unattended on private property, and, in addition:

- (1) When a vehicle is immobilized, the means to release the immobilizing device must be made immediately available to the vehicle operator, an immobilization fee of no more than the flat rate of \$85 may be charged and the vehicle must be immediately released upon payment.
  - (2) The availability to pay the immobilization fee by cash, credit card (AMEX, Mastercard, Visa or Discover), debit card, or direct bank withdrawal (Venmo or Zelle) must be offered, in default of which the vehicle must be immediately released without payment.
- B. If the owner of a property authorizes an immobilizing service to immobilize vehicles parked or left unattended on the property, the following shall apply:
- (1) An immobilizing service may not operate in the Township unless a license therefore has been issued by the Township authorizing them to do so. The license shall be issued for a fee as provided in Chapter A167, Fees, shall be renewed annually and shall be issued by the Lower Merion Township Police Department upon completion of a Department application form containing, as a minimum, the following information:
    - (a) The name and address of the immobilizing service.
    - (b) The name and business address of all persons or entities having an ownership interest in the immobilizing service.
    - (c) The name and address of all persons from whose property in Lower Merion Township the immobilizing service is authorized to immobilize vehicles together with a true and correct copy of each and every contract between the applicant and such persons.
    - (d) Copy of a currently issued bond with corporate surety in the sum of \$10,000 in favor of the Township and in form satisfactory to the Township Solicitor, conditioned upon the faithful performance and discharge by the immobilizing service of its duties hereunder and providing indemnification to the owners of immobilized vehicles against loss, injury or damage while in his custody.
    - (e) The name of the bonding company and the name and address of the bonding company agent through whom the bond required by this section has been issued.
    - (f) Certificates of insurance as follows: in the minimal amount of \$500,000 combined single limit for any auto, hired autos, non-owned autos; \$100,000 for each personal injury; and garage-keepers' liability in the amount of \$50,000 per occurrence.

(2) Authorized immobilizing services shall:

- (a) Make payment of any final judgment for personal injuries, property damage or excess charges rendered with respect to the performance of services regulated by this article.
- (b) Notify the Lower Merion Township Police Department of the immobilization of a vehicle on private property within two hours of such immobilization, regardless of the length of time the immobilization device was in place, and provide a description and license number of the vehicle thus immobilized.
- (c) Provide the Lower Merion Township Police Department with a true and correct copy of each and every contract executed between the applicant and another after an immobilizing license was issued with respect to the immobilization of vehicles on private property within the Township.
- (d) Display the name of the immobilization service or the person operating it, together with a valid phone number therefor, by signs on both sides of any service vehicle used in an act of immobilization.

(3) The Superintendent of Police, upon determining that any provision of this section has been violated, and in addition to any other penalties provided herein, may revoke a license issued hereunder together with the right to reapply for a subsequent license, for a period of up to two years. Appeal from such revocation shall be to the Police Committee of the Board of Commissioners.

C. Signs on private lots. No person shall immobilize or cause to be immobilized a vehicle parked without authorization on a private lot unless signs are posted as follows:

- (1) A sign, at least three feet by two feet in size, shall be placed at every entrance to a private lot clearly indicating that the parking lot is private, that unauthorized vehicles will be immobilized at the owner's expense, the name and phone number of the immobilizing service, and the amount of the immobilizing fee. No additional fees beyond the posted immobilizing fee may be charged.
- (2) That within every private lot additional signs at least 18 inches by 12 inches in size are to be posted approximately eight feet above ground level, clearly indicating that all unauthorized vehicles may be immobilized at the owner's expense. Such signs shall be placed and thereafter maintained to be readily visible to operators from all directions as follows:
  - (a) One sign shall be posted for every four parking spaces, or alternatively;

- (b) Signs shall be posed pursuant to a site plan prepared by the owner and approved by the Superintendent of Police, or his designee. Thereafter the Police Department will inspect private lots for which a license has been issued to an immobilizing service to ensure that they are in compliance with signage regulations.

**Section 3.** Nothing in this Ordinance or in Chapter 145 of the Code of the Township of Lower Merion, as hereby amended, shall be construed to affect any suit or proceeding in any Court, any rights acquired or liability incurred, any permit issued, or any cause or causes of action existing under the said Chapter 145 prior to the adoption of this amendment.

**Section 4.** The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof 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 as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

**Section 5.** This Ordinance shall take effect and be in force from and after its approval as required by law.

Approved by the Board this       day of       , 2025.

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF LOWER MERION

\_\_\_\_\_  
Todd M. Sinai, President

ATTEST:

\_\_\_\_\_  
Jody L. Kelley, Secretary





## AGENDA ITEM INFORMATION

ITEM: AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - POLICE TOWING FEES

Consider for recommendation to the Board of Commissioners authorizing the Township Secretary to advertise notice of intent to adopt an ordinance WAITING FOR ORDINANCE FROM GIL

## PUBLIC COMMENT

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - Police Towing Fees	Issue Briefing
<input type="checkbox"/> Draft Ordinance - Police Towing Fees	Ordinance

## TOWNSHIP OF LOWER MERION

### *Police Committee*

#### Issue Briefing

**Topic:** Police Towing and Impoundment Fees

**Prepared By:** Andrew J. Block, Superintendent of Police

**Date:** May 2, 2025

- I. Action To Be Considered By The Board:** Authorize the Township Secretary to advertise notice of intent to adopt an ordinance to amend the Code of the Township of Lower Merion, Chapter 145 thereof, entitled Vehicles And Traffic, Article XI, Immobilization, Towing, Impoundment And Storage, to increase the charge for a towed removal from a premises at the request of the police from \$125 to \$200; to increase the 24 hour storage charge for vehicles thus removed from \$45 to \$65 for each full 24 hour period that the vehicle has been in storage; and to charge a \$100 administrative fee for services in processing the storage and release of an impounded vehicle.
- II. Why This Issue Requires Board Consideration:** The establishment of towing fees requires the approval of the Board of Commissioners.
- III. Current Policy Or Practice (If Applicable):** Currently the Township charges a flat rate of \$125 for Police Towing and a storage rate of \$45 per day.
- IV. Other Relevant Background Information:** The towing companies for the Lower Merion Police Department are requesting a review and increase of their towing and storage fees due to rising operational costs, such as fuel, equipment maintenance, property taxes, and insurance. They also propose a new \$100 administrative fee to account for additional services like handling customer inquiries, assisting with vehicle retrieval, and related support.

The fee adjustments proposed are:

- Towing fees: Increase from \$125 to \$200
- Storage fees: Increase from \$45 per day to \$65 per day
- New administrative fee: \$100

They emphasize that these adjustments are necessary to sustain quality service for the department and the community. The last time these fees were adjusted was June 2015.

- V. Impact On Township Finances:** There is no impact on Township finances associated with this change.
- VI. Staff Recommendation:** Staff recommends authorizing advertisement of the ordinance.

## AN ORDINANCE

NO. \_\_\_\_\_

**An Ordinance To Amend The Code Of The Township Of Lower Merion, Chapter 145 Thereof, Entitled Vehicles And Traffic, Article XI, Immobilization, Towing, Impoundment And Storage, To Increase The Charge For A Towed Removal From A Premises At The Request Of The Police From \$125 To \$200; To Increase The 24 Hour Storage Charge For Vehicles Thus Removed From \$45 To \$65 For Each Full 24 Hour Period That The Vehicle Has Been In Storage; And To Charge A \$100 Administrative Fee For Services In Processing The Storage And Release Of An Impounded Vehicle.**

The Board of Commissioners of the Township of Lower Merion, does hereby ordain as follows:

**Section 1.** The Code of the Township of Lower Merion, Chapter 145, entitled Vehicles and Traffic, Article XI, Immobilization, Towing, Impoundment and Storage, Section 145-71, Towing costs; hooking fees, Sub-section (A) thereof, Police Towing services, is hereby amended to provide as follows:

### **Article XI, Immobilization, Towing, Impoundment and Storage,**

#### **§145-71 Towing costs; hooking fees.**

- A. Police towing services. The costs for towing services ordered by the Police Department for passenger cars and trucks with a gross vehicle weight of 10,000 pounds or less, to be paid and received by any authorized towing service or approved poundkeeper, shall be due upon a vehicle being hooked and removed from the premises and shall not be in excess of the flat rate of \$200.

\* \* \* \* \*

**Section 2.** The Code of the Township of Lower Merion, Chapter 145, entitled Vehicles and Traffic, Article XI, Immobilization, Towing, Impoundment and Storage, Section 145-71, Towing costs; hooking fees, Sub-section (A) thereof, Police Towing services, is hereby amended to provide as follows:

### **Article XI, Immobilization, Towing, Impoundment and Storage,**

#### **§ 145-72 Storage costs.**

The cost of storage of any passenger car or truck with a gross vehicle weight of 10,000 pounds registered gross vehicle weight (RGVW) or less, to be paid to and received by any poundkeeper, when impounded at the direction of the Police Department, shall be at the rate of \$65 per each full twenty-four-hour period commencing when the vehicle is actually placed into storage. (For example: A vehicle placed in storage at 11:00 p.m. would be charged one-day storage, provided the vehicle remained in storage for a full twenty-four-hour period ending at 11:00 p.m. the following night, and would be charged an additional one-day storage for each full twenty-four-hour period it remained in storage thereafter.) The poundkeeper is authorized to charge an administrative fee of \$100 for services in processing the storage and release of an impounded vehicle.

**Section 3.** Nothing in this Ordinance or in Chapter 145 of the Code of the Township of Lower Merion, as hereby amended, shall be construed to affect any suit or proceeding in any Court, any rights acquired or liability incurred, any permit issued, or any cause or causes of action existing under the said Chapter 145 prior to the adoption of this amendment.

**Section 4.** The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof 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 as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

**Section 5.** This Ordinance shall take effect and be in force from and after its approval as required by law.

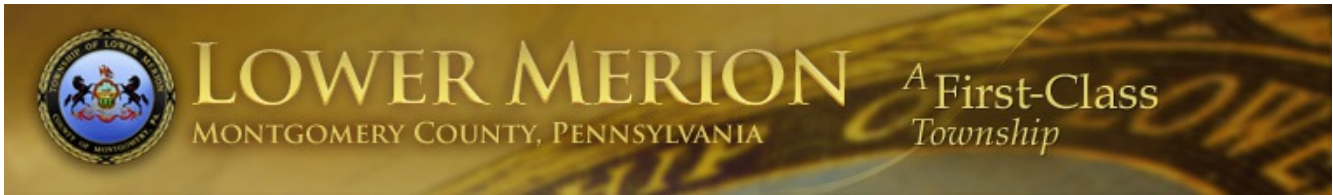
Approved by the Board this       day of       , 2025.

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF LOWER MERION

\_\_\_\_\_  
Todd M. Sinai, President

ATTEST:

\_\_\_\_\_  
Jody L. Kelley, Secretary



## AGENDA ITEM INFORMATION

ITEM: AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - REGULATION OF ELECTRIC VEHICLE CHARGING STATIONS ON MUNICIPAL LOT 7

Consider for recommendation to the Board of Commissioners authorizing the Township Secretary to advertise notice of intent to adopt an ordinance to amend the Code of the Township of Lower Merion, Chapter 145 thereof, entitled Vehicles And Traffic, Article XV, Schedules, § 145-119, Schedule XIX: “Special Purpose Parking Zones”, by limiting parking at signed charging stations on Municipal Lot 7 to electric vehicles only while charging.

## PUBLIC COMMENT

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - EV Charging Regulations	Issue Briefing
<input type="checkbox"/> Draft Ordinance - EV Charging Regulations	Ordinance

## TOWNSHIP OF LOWER MERION

### *Police Committee*

#### Issue Briefing

**Topic:** Special Purpose Parking: Electric Car Charging Only

**Prepared By:** Gerald G. Adams, Director of Parking Services

**Date:** May 2, 2025

- I. Action To Be Considered by The Board:** Authorize the Township Secretary to advertise notice of intent to adopt an ordinance to amend the Code of the Township of Lower Merion, Chapter 145 thereof, entitled Vehicles And Traffic, Article XV, Schedules, § 145-119, Schedule XIX: “Special Purpose Parking Zones”, by limiting parking at signed charging stations on Municipal Lot 7 to electric vehicles only while charging.
- II. Why This Issue Requires Board Consideration:** Consideration of new parking regulations and amendments to our Code requires the approval of the Board of Commissioners.
- III. Current Policy or Practice (If Applicable):** This request is consistent with past practice and policy.
- IV. Other Relevant Background Information:** The Sustainability Plan was received by the Board of Commissioners on June 7, 2023. Strategy VD3 of the Sustainability Plan, Public Vehicle Charging, recommends that the Township support the community transition to electric vehicles by installing publicly accessible charging stations in strategic locations. Per the May 15, 2024, Board of Commissioners meeting, the Board authorized staff to waive parking fees for vehicles using electric vehicle supply equipment (EVSE) and impose an idling fee. The proposed amendment would restrict parking in designated spaces where EVSE have been installed and would only permit parking in those spaces by electric vehicles that are actively charging. Discouraging parking in these spaces by vehicles that are not actively charging would maximize the utilization of the EVSE.
- V. Impact On Township Finances:** There are currently five metered parking spaces in the area where the EVSE are to be installed in Lot #7. One parking space and associated revenue will be lost to accommodate wheelchair-accessible lanes, as authorized at the May 15, 2024, Board of Commissioners meeting. Parking fees will be waived in the four remaining parking spaces associated with the EVSE. The expected annual loss in parking revenue is expected to be \$2,500. The waived parking fee will be reevaluated after one year. A fee will be charged for the use of the EVSE, and idling fees will be imposed to encourage space turnover and maximize charging station utilization. EVSE utilization and revenue from charging and overstay fees will be reported to the Board of Commissioners after one year.
- VI. Staff Recommendation:** Staff recommends authorizing advertisement of the ordinance.

## AN ORDINANCE

NO. \_\_\_\_\_

### **AN ORDINANCE To Amend The Code Of The Township Of Lower Merion, Chapter 145 Thereof, Entitled Vehicles And Traffic, Article XV, Schedules, § 145-119, Schedule XIX: “Special Purpose Parking Zones”, By Limiting Parking At Signed Charging Stations On Municipal Lot 7 To Electric Vehicles Only While Charging.**

**Section 1.** The Code of the Township of Lower Merion, Chapter 145, entitled Vehicles and Traffic, Article XV, Schedules, §145-119, Schedule XIX: Special Purpose Parking Zones, is hereby amended by adding thereto in alphabetical order the following regulations:

#### **§145-119. Schedule XIX: Special Purpose Parking Zones**

<u>Name of Highway</u>	<u>Side</u>	<u>Authorized Purpose or Vehicle</u>	<u>Location</u>
Municipal Lot 7, 7 North Bryn Mawr Avenue, Bryn Mawr	Northwest corner of Lot 7	Parking for electric vehicles only while charging at Township Charging Stations	Municipal Parking Lot 7, Bryn Mawr, NW Corner at Signed Charging Stations

**Section 2.** Nothing in this Ordinance or in Chapter 145 of the Code of the Township of Lower Merion, as hereby amended, shall be construed to affect any suit or proceeding in any Court, any rights acquired or liability incurred, any permit issued, or any cause or causes of action existing under the said Chapter 145 prior to the adoption of this amendment.

**Section 3.** The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof 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 as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

**Section 4** This Ordinance shall take effect and be in force from and after its approval as required by law.

Approved by the Board this       day of       , 2025.

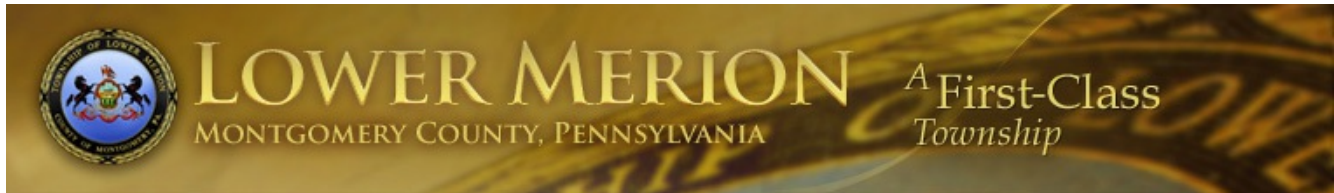
BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF LOWER MERION

ATTEST:

\_\_\_\_\_  
Todd M. Sinai, President

\_\_\_\_\_  
Jody L. Kelley, Secretary





## AGENDA ITEM INFORMATION

ITEM: ADVANCE RELEASE FOR INFORMATION ONLY - NO PRESENTATION OR DISCUSSION THIS MONTH - AUTHORIZATION TO ADVERTISE ORDINANCE - CHAPTER 145, VEHICLES AND TRAFFIC - AUTOMATED RED LIGHT ENFORCEMENT

Consider for recommendation to the Board of Commissioners authorizing the Township Secretary to advertise notice of intent to adopt an ordinance to amend the Code of the Township of Lower Merion, Chapter 145, Vehicles and Traffic, by the addition of a new Article XIII, Automated Red Light Enforcement, to provide for the adoption of an automated red light enforcement system at designated intersections in the Township, to provide a civil penalty and the use thereof for traffic signal violations at those intersections if recorded on a camera, to provide for limited use of camera recordings, to provide reporting obligations concerning violations and the collection of fines on the part of the Township, to provide for notice of violation to the vehicle owner, to provide defenses for violations and a procedure for a hearing and appeals therefrom.

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - Automated Red Light Enforcement	Issue Briefing
<input type="checkbox"/> Draft Ordinance - Automated Red Light Enforcement	Ordinance
<input type="checkbox"/> Agreement - Automated Red Light Enforcement	Backup Material

## **TOWNSHIP OF LOWER MERION**

### ***Police Committee***

#### **Issue Briefing**

**Topic:** Automated Red Light Enforcement (ARLE)

**Prepared By:** Andrew J. Block, Superintendent of Police

**Date:** May 2, 2025

#### **I. Action To Be Considered By The Board:**

Authorize advertisement of an Ordinance to amend the Code of the Township of Lower Merion, Chapter 145, Vehicles and Traffic, by the addition of a new Article XIII, Automated Red Light Enforcement, to provide for the adoption of an automated red light enforcement system at designated intersections in the Township, to provide a civil penalty and the use thereof for traffic signal violations at those intersections if recorded on a camera, to provide for limited use of camera recordings, to provide reporting obligations concerning violations and the collection of fines on the part of the Township, to provide for notice of violation to the vehicle owner, to provide defenses for violations and a procedure for a hearing and appeals therefrom.

#### **Why This Issue Requires Board Consideration:**

Amendments to the Code of the Township of Lower Merion require authorization by the Board of Commissioners

#### **II. Current Policy Or Practice (If Applicable): N/A**

#### **III. Other Relevant Background Information:**

##### **Lower Merion Township and the ARLE Program**

Pennsylvania law enables Lower Merion Township to qualify for the Automated Red Light Enforcement (ARLE) Program. This initiative allows approved municipalities to install red light cameras with the primary goal of improving traffic safety and reducing crashes. Importantly, the program is designed to eliminate financial incentives, ensuring its sole purpose is public safety. Violations are treated as civil offenses, without any points added to driving records. These cameras are strictly used for red light enforcement and cannot be employed for surveillance purposes.

The Pennsylvania Department of Transportation (PennDOT) oversees the ARLE program and is responsible for approving intersections for camera installation. PennDOT may also require municipalities to make safety improvements to intersections before granting approval. While approved vendors can install the cameras and handle administrative tasks, all violations must be reviewed and approved by a sworn municipal police officer. Administrative costs are covered through the ARLE program, and violation notices are sent to the registered owner of the vehicle. However, the program allows the owner to claim a defense if they were not operating the vehicle at the time of the violation. Additionally, municipalities cannot compel the owner to disclose the identity of the driver.

### Fines and Program Administration

Fines for red light violations are capped at \$100, unless the municipality opts for a lower amount. For comparison, the current total in fines and court costs for citations issued by police officers for similar violations is \$173.75 and three points if found guilty of the violation. Municipalities must appoint a civilian hearing officer to manage appeals.

Revenue generated from this program first covers all administrative costs, including vendor fees and personnel salaries. Any surplus revenue is forwarded to the ARLE grant state fund, managed by PennDOT. This fund supports transportation enhancement projects across the state. Municipalities participating in the ARLE program receive priority status when applying for these grants, providing Lower Merion Township with additional opportunities to secure funding for infrastructure and safety improvements.

### Success and Challenges of ARLE Programs

ARLE programs across the country have produced mixed results. Some studies highlight significant reductions in serious injury crashes, while others point to an increase in rear-end collisions. The financial outcomes of these programs also vary, with some generating substantial revenue and others ceasing operations due to negative revenue. Privacy concerns and the absence of direct interaction with police officers have further been raised. Moreover, as violations decrease over time in successful programs, revenue may fall below levels needed to sustain operations.

Despite these challenges, Pennsylvania has seen notable success with ARLE programs. For example, Philadelphia's program on Roosevelt Boulevard has dramatically reduced serious and fatal crashes. Similarly, Abington Township implemented cameras at high-crash intersections, achieving a 28% reduction in total crashes at three intersections.

### Violation Analysis and Recommendations

Sensys Gatso Group conducted a survey of red light violations at four intersections in Lower Merion Township, producing the following data:

DIRECTION	STREET	STREET	LEFT TURN	RIGHT TURN	THRU	TOTAL
EB	Wynnewood, Lancaster Avenue*	Remington Road	4	13	24	41
WB	Wynnewood, Lancaster Avenue*	Remington Road	18	4	20	42
EB	Haverford, Lancaster Avenue	Haverford Station Road	15	16	109	140
WB	Haverford, Lancaster Avenue	Haverford Station Road	43	0	156	199
WB	Rosemont, Montgomery Avenue	Airdale Road	44	0	81	125
EB	Rosemont, Montgomery Avenue	Airdale Road	10	0	114	124
NB	Spring Mill Road*	Old Gulph Road	2	3	8	13
SB	Spring Mill Road*	Old Gulph Road	12	2	20	34
EB	Spring Mill Road*	Old Gulph Road	2	13	3	18
WB	Spring Mill Road*	Old Gulph Road	4	20	4	28
24 Hour Total All Approaches						764

\*Designated "No Turn on Red"

### Key Findings

## **1. Highest Violation Intersections:**

- Lancaster Avenue and Haverford Station Road recorded 339 violations within 24 hours, making it the most problematic intersection.
- Montgomery Avenue and Airdale Road followed with 249 violations.
- Lancaster and Remington Road had 83 violations

These three intersections accounted for over 60% of the total 764 violations recorded. Spring Mill Road and Old Gulph Road should be excluded from consideration, as it does not appear to be viable a option—even when evaluating all four approaches

## **2. Thru Movements and Compliance Issues:**

- A significant number of violations were related to thru movements, (running red lights by going straight through intersection) particularly at Lancaster Avenue and Haverford Station Road (156 westbound violations alone).
- "No Turn on Red" violations occurred across multiple intersections, indicating potential issues with signage visibility or driver compliance.

## **Operational Insights from Bensalem Police Department**

During our evaluation period, we consulted with the Bensalem Police Department, an agency of comparable size, to gain insights into the implementation and management of the ARLE program. They reported similar initial numbers of violations during their program's launch phase. Over time, as driver compliance improved, daily violations decreased to approximately 250 per day after the first year.

Initially, the department faced significant challenges with the volume of violations, stating that the workload was overwhelming. However, they adapted by assigning several officers to exclusively handle ARLE violations and the school bus violation program. These officers now manage these responsibilities efficiently as their primary focus.

Bensalem also provided information about their approach to hearings for contested violations. They hired a retired Pennsylvania State Police Officer to serve as the hearing officer, conducting hearings twice a month. Each session typically involves 20 hearings and lasts approximately 2 hours. The hearing officer is compensated \$200 per session, a cost that is covered by revenue generated from the program.

The Bensalem Police Department's experience highlights the importance of planning for administrative workloads, staffing needs, and public-facing processes such as hearings to ensure the program runs smoothly.

## **Estimated Revenue and Costs**

The implementation of ARLE cameras at the selected intersections presents a financially sustainable model due to the program's cost-neutral design, which ensures all operational and administrative expenses are funded by the revenue generated from violations, eliminating any additional burden on municipal budgets or taxpayers.

### **1. Revenue Generation:**

- Based on violation data from the survey, the three most viable intersections could collectively generate approximately \$67,100 in daily revenue. This scales to \$2.0 million per month and \$24.2 million annually during the program's initial phase.
- After the first year, as compliance improves and violations decrease to one-third of initial figures, monthly revenue is expected to adjust to \$669,000, or approximately \$8.0 million annually.

### **2. Cost Breakdown:**

- Operational costs include \$4,800 per camera per approach, translating to \$9,600 per intersection per month and \$28,800 per month for all three intersections.
- Annual operational costs total approximately \$345,600 for all proposed intersections.
- Additional expenses, such as police officer time for reviewing violations and hearing officer compensation, are also covered entirely by program revenue. Hearing officers, for example, could be compensated \$200 per session, with two sessions held monthly.

### **3. Surplus Revenue Allocation:**

- Any revenue exceeding operational costs is forwarded to the ARLE grant state fund, which supports transportation enhancement projects. Participating municipalities, such as Lower Merion Township, receive priority status when applying for these grants, providing opportunities for additional funding for infrastructure improvements.

## **Challenges and Considerations**

### **1. Administrative Workload:**

- Implementing the ARLE program at all three recommended intersections would generate a significant administrative burden. Based on projections from the survey data, the volume of violations could reach 20,130 per month, requiring approximately 671 hours of officer review time monthly, given the average of two minutes per violation.

- While programs like Bensalem’s have demonstrated that efficiency can be achieved by dedicating specific personnel to manage ARLE violations, Lower Merion Township’s current staffing levels would not support this workload without negatively impacting other essential law enforcement duties.
- Scaling back the program to start with one intersection would significantly reduce the workload, allowing the Township to focus its resources effectively while building the foundation for future expansion. Starting with one intersection also provides an opportunity to refine administrative processes, address unforeseen challenges, and gather additional data on the program's impact.

## **2. Hearing Process:**

- Violation appeals represent another significant operational component of the program. With an expected high number of contested violations during the initial phase, the township will need to appoint a hearing officer and establish a clear process for managing these cases. Bensalem’s approach—hiring a retired officer to conduct hearings at \$200 per session—offers a cost-effective solution, though the additional administrative efforts associated with organizing these sessions must also be accounted for.

## **Final Recommendations**

After careful analysis of the data and operational considerations, the following phased approach is recommended for the successful implementation of the ARLE program in Lower Merion Township:

### **1. Phase 1: Initial Implementation at One Intersection**

- Begin with the Lancaster Avenue and Remington Road intersection, identified as a problematic intersection with 83 recorded violations in the study. We're starting at this location due to the higher number and severity of crashes recorded there. Focusing on a single intersection allows for:
  - Reduced administrative workload and officer time commitment.
  - Testing and refining processes for violation reviews, hearings, and public communication.
  - Gathering early data on the program's impact, which can inform future decisions.
- Deploy two cameras at this intersection—one for the eastbound and one for the westbound approaches—to ensure comprehensive monitoring.

### **2. Phase 2: Monitor, Evaluate, and Build Capacity**

- After an initial trial period (e.g., 12–18 months), evaluate the program’s effectiveness at the first intersection. Key metrics include changes in violation rates, crash data, revenue generation, and administrative efficiency.

- Based on results, assess whether current staffing levels and resources can support expanding to additional intersections. If successful, prioritize implementation at Montgomery Avenue and Airdale Road and Lancaster Avenue and Haverford Station Road.

### **3. Capacity Building:**

- Plan for additional staffing or reallocation of personnel to handle ARLE operations more efficiently. As demonstrated by Bensalem, assigning specific officers to ARLE duties can greatly enhance efficiency and program management.
- Develop public education campaigns to improve driver compliance and address concerns about privacy and enforcement fairness.

This phased approach ensures that the program begins in a controlled, manageable manner, allowing for careful evaluation and incremental scaling. Starting with one intersection reduces the risk of overwhelming existing resources while setting the stage for long-term success in enhancing traffic safety throughout Lower Merion Township.

## **IV. Impact On Township Finances:**

The initial implementation of the Automated Red Light Enforcement (ARLE) Program will focus on Lancaster Avenue and Remington Road, with an estimated operational cost of \$9,600 per month and an annual cost of \$115,200 for this single intersection. All associated expenses, including police officer reviews and hearing officer compensation—set at \$200 per session with two sessions held monthly—will be fully covered by program revenue. In Phase 2, the program will expand to two additional intersections, increasing monthly operational costs by \$19,200 and bringing the total annual cost for all three intersections to \$345,600. This phased approach allows for a manageable rollout, ensuring effective monitoring and evaluation before broader implementation.

## **V. Staff Recommendation:**

Staff recommends authorizing advertisement of the ordinance to implement an Automated Red Light Enforcement Camera System.



## AN ORDINANCE

NO. \_\_\_\_\_

**An Ordinance To Amend The Code Of The Township Of Lower Merion, Chapter 145 Thereof, Entitled Vehicles And Traffic, By The Addition Of A New Article XIII, Automated Red Light Enforcement, To Provide For The Adoption Of An Automated Red Light Enforcement System At Designated Intersections In The Township, To Provide A Civil Penalty And The Use Thereof For Traffic Signal Violations At Those Intersections If Recorded On A Camera, To Provide For Limited Use Of Camera Recordings, To Provide Reporting Obligations Concerning Violations And The Collection Of Fines On The Part Of The Township, To Provide For Notice Of Violation To The Vehicle Owner, To Provide Defenses For Violations And A Procedure For A Hearing And Appeals Therefrom.**

The Board of Commissioners of the Township of Lower Merion, does hereby ordain as follows:

**Section 1.** The Code of the Township of Lower Merion, Chapter 145, entitled Vehicles and Traffic, Articles XIII and XIV, previously Reserved, shall be revised in their entirety by the addition of a new Article XIII, Automated Red Light Enforcement, to provide as follows:

### **Chapter 145. Vehicles And Traffic**

\* \* \* \* \*

### **Article XIII. Automated Red Light Enforcement**

#### **145-85 Definitions**

**AUTOMATED RED LIGHT ENFORCEMENT SYSTEM** - Shall mean a vehicle sensor installed to work in conjunction with a traffic-control signal which automatically produces one or more photographs or video recordings of a vehicle at the time the vehicle is used or operated in a manner that is a violation of the Motor Vehicle Code or as otherwise defined under the Motor Vehicle Code.

**DESIGNEE.** - Shall include a person, business entity or governmental entity, including the Pennsylvania Department of Transportation.

**MOTOR VEHICLE CODE.** Shall mean Title 75 of the Pennsylvania Consolidated Statutes.

PHOTOGRAPH. Shall mean any visual image produced by an automated red light enforcement system.

SYSTEM ADMINISTRATOR. Shall mean the Lower Merion Township Police Department or its designee.

#### **§ 145-86 Steady Red Light Traffic Signal Violation**

An individual whose vehicle is recorded by an automated red light enforcement system in violation of the prohibition of § 3112(a)(3) of the Motor Vehicle Code (relating to obedience to the steady red light indication of traffic control signals) at such intersections of Lower Merion Township designated and identified pursuant to this Article shall be liable for civil penalties as set forth herein.

#### **§ 145-87 Intersections At Which This Article Applies**

Automated red light enforcement systems approved by the Pennsylvania Department of Transportation may be used to enforce this Article only at the following intersections and as this list may be amended from time to time by Article, subject to the designation of such intersections by agreement of the System Administrator and the Pennsylvania Secretary of Transportation:

- A. Lancaster Avenue and Remington Road, Wynnewood

#### **§ 145-88 Penalties**

- A. The penalty for violating this Article shall be a fine of \$100.00.
- B. A fine is not authorized for a violation of this Article if any of the following apply:
  - 1. The intersection is being manually controlled; or
  - 2. The signal is in the mode described in §3114 of the Motor Vehicle Code (relating to flashing signals).
- C. A fine is not authorized during any of the following, but a warning may be sent to the violator:
  - 1. the first 60 days of operation of the automated red light enforcement systems at the initial intersections.
  - 2. the first 30 days for each additional intersection selected for the automated red light enforcement system.
- D. A penalty imposed under this section shall not be deemed a criminal conviction. It shall not be made part of the operating record under §1535 of the Motor Vehicle Code (relating to the schedule of convictions and points) of the individual upon whom the

penalty is imposed, nor may the imposition of the penalty be subject to merit rating for insurance purposes.

- E. No surcharge points may be imposed in the provision of motor vehicle insurance coverage. Fines collected under this Article shall not be subject to 42 Pa.C.S. §3571 (relating to Commonwealth portion of fines, etc.) or §3573 (relating to municipal corporation portion of fines, etc.).

#### **§ 145-89 Limitations**

- A. No automated red light enforcement system shall be utilized in such a manner as to take a frontal view recorded image of the vehicle as evidence of having committed a violation.
- B. Notwithstanding any other provision of law, camera equipment deployed as part of the automated red light enforcement system as provided for by this Article must be incapable of automated or user-controlled remote intersection surveillance by means of recorded video images. Recorded images collected as part of the automated red light enforcement system may only record traffic violations and may not be used for any other surveillance purposes. The restrictions set forth under this paragraph shall not be deemed to preclude a court of competent jurisdiction from issuing an order directing that the information be provided to law enforcement officials if the information is reasonably described and is requested solely in connection with a criminal law enforcement action.
- C. Notwithstanding any other provision of law, information prepared under this Article and information relating to violations under this Article which is kept by the Township, its authorized agents, or employees, including recorded images, written records, reports or facsimiles, names, and addresses, shall be for the exclusive use of the Township, its authorized agents, its employees, and law enforcement officials for the purpose of discharging their duties under this Article. The information shall not be deemed a public record under the act of February 4, 2008 (P.L. 6 No. 3), known as the Right-to-Know Law. The information shall not be discoverable by court order or otherwise, nor shall it be offered in evidence in any action or proceeding which is not directly related to a violation of this Article or any ordinance or resolution of the Township. The restrictions set forth under this paragraph shall not be deemed to preclude a court of competent jurisdiction from issuing an order directing that the information be provided to law enforcement officials if the information is reasonably described and is requested solely in connection with a criminal law enforcement action.
- D. Recorded images obtained through the automated red light enforcement systems deployed to promote traffic safety in the Township shall be destroyed within 30 days following the final disposition of any recorded event. The System Administrator shall file notice with the Department of State that the records have been destroyed in accordance with this paragraph.
- E. Notwithstanding any other provision of law, registered vehicle owner information obtained as a result of the operation of an automated red light enforcement system under this Article shall not be the property of the manufacturer or vendor of the automated red

light enforcement system and may not be used for any purpose other than prescribed in this Article.

#### **§ 145-90 Defenses to Liability**

- A. It shall be a defense to a violation under this Article that the person receiving the notice of violation was not operating the vehicle at the time of the offense. The owner may be required to submit evidence that the owner was not the driver at the time of the alleged violation. The Township may not require the owner of the vehicle to disclose the identity of the operator of the vehicle at the time of the violation.
- B. If an owner receives a notice of violation under this Article of a time period during which the vehicle was reported to a police department of any state or municipality as having been stolen, it shall be a defense to a violation under this Article that the vehicle has been reported to a police department as stolen prior to the time the violation occurred and not been recovered prior to that time.
- C. It shall be a defense to a violation under this Article that the person receiving the notice of violation was not the owner or lessor of the vehicle at the time of the offense.
- D. No owner shall be found liable pursuant to this Article if he or she is convicted of a violation pursuant to the Motor Vehicle Code for the same violation.

#### **§ 145-91 Duties of Lower Merion Township**

- A. The Township may not use an automated red light enforcement system unless an appropriate sign is posted in a conspicuous place before the area where the automated red light enforcement device is to be used, notifying the public that an automated red light enforcement device is immediately ahead.
- B. The Lower Merion Township Police Department or its designee shall serve as the System Administrator to supervise and coordinate the administration of notices of violations issued under this Article.
- C. The following requirements apply to notices issued by the System Administrator:
  - 1. The System Administrator shall prepare a notice of violation to the registered owner of a vehicle identified in a recorded image produced by an automated red light enforcement system as evidence of a violation of §3111(a)(3) of the Motor Vehicle Code. The notice of violation must be issued by a police officer employed by the Lower Merion Township Police Department. The notice of violation must include a written statement that the automated red light enforcement system was operating correctly at the time of the alleged violation. The notice of violation must have attached to it all of the following:
    - a) A copy of the recorded image showing the vehicle.

- b) The registration number and state of issuance of the vehicle registration.
  - c) The date, time, and place of the alleged violation.
  - d) Notice that the violation was charged under §3112(a)(3) of the Motor Vehicle Code.
  - e) Instructions for the return of the notice of violation.
2. The notice shall contain the following statement: "This notice shall be returned personally, by mail or by agent duly authorized in writing, within 30 days of issuance. A hearing may be obtained upon the written request of the registered owner.
- F. The notice of violation must be signed by a Township police officer verifying that he or she has inspected the recorded images evidencing the violation and that he or she has reason to believe the information contained in the notice of violation is true and correct.
- G. Notices of violation must be sent by first-class mail. A manual or automatic record of mailing prepared by the System Administrator in the normal course of business shall be prima facie evidence of mailing and shall be admissible in any judicial or administrative proceeding as to the facts contained therein.

#### **§ 145-92 System Administrator**

- A. The System Administrator may hire and designate personnel as necessary or contract for services to implement this Article.
- B. The System Administrator shall process fines issued under this section.
- C. The System Administrator shall submit an annual report to the chairman and minority chairman of the Transportation Committee of the Senate and the chairman and minority chairman of the Transportation Committee of the House of Representatives. The report shall be considered a public record under the Right-to-Know Law and include for the prior year:
- 1. The number of violations and fines issued.
  - 2. A compilation of fines paid and outstanding.
  - 3. The amount of money paid to a vendor or manufacturer under this Article.

#### **§ 145-93 Notice to Owner**

In the case of a violation involving a motor vehicle registered under the laws of this

Commonwealth the notice of violation must be mailed within 30 days of the commission of the violation or within 30 days after the discovery of the identity of the registered owner, whichever is later, to the address of the registered owner as listed in the records of the Department of Transportation. In the case of motor vehicles registered in jurisdictions other than this Commonwealth, the notice of violation must be mailed within 30 days after the discovery of the identity of the registered owner to the address of the registered owner as listed in the records of the official in the jurisdiction having charge of the registration of the vehicle. A notice of violation under this section must be provided to an owner within 90 days of the commission of the offense.

#### **§ 145-94 Mailing of Notice and Records**

Notices of violation must be sent by first-class mail. A manual or automatic record of mailing prepared by the System Administrator in the normal course of business shall be prima facie evidence of mailing and shall be admissible in any judicial or administrative proceeding as to the facts contained therein.

#### **§ 145-95 Payment of Fine**

- A. An owner to whom a notice of violation has been issued may admit responsibility for the violation and pay the fine provided in the notice.
- B. Payment must be made personally, through an authorized agent, electronically, or by mailing both payment and the notice of violation to the System Administrator. Payment by mail must be made only by money order, credit card, or check made payable to the System Administrator. The System Administrator shall remit the fine, less the System Administrator's operation and maintenance costs necessitated under this section, to the Department of Transportation for deposit into a restricted receipts account in the Motor License Fund. The Department of Transportation shall use fines deposited in the fund under this paragraph for a Transportation Enhancements Grant Program.

#### **§ 145-96 Request for a Hearing**

- A. An owner to whom a notice of violation has been issued may, within 30 days of the mailing of the notice, request a hearing to contest the liability alleged in the notice. A hearing request must be made by appearing before the System Administrator during regular office hours, either personally or by an authorized agent, or by mailing a request in writing.
- B. Upon receipt of a hearing request, the System Administrator shall, in a timely manner, schedule the matter before a Hearing Officer. Written notice of the date, time, and place of the hearing must be sent by first-class mail to the owner.

#### **§ 145-97 Hearings**

- A. The hearing shall be informal, the rules of evidence shall not apply, and the decision of

the Hearing Officer shall be final, subject to the right of the owner to appeal to the magisterial district judge.

- B. If the owner requests in writing that the decision of the hearing officer be appealed to the magisterial district judge, the System Administrator shall file the notice of violation and supporting documents with the magisterial district judge, who shall hear and decide the matter de novo.

#### **§ 145-98 Compensation to Manufacturer of Vendor**

The compensation paid to the manufacturer or vendor of the automated red light enforcement system may not be based upon the number of traffic citations issued or a portion or percentage of the fines generated by the citations. The compensation paid to the manufacturer or vendor of the equipment shall be based upon the value of the equipment and the services provided or rendered in support of the automated red light enforcement system.

#### **§ 145-99 Duration of Yellow Light Change Interval**

The duration of the yellow light change interval at intersections where automated red light enforcement systems are in use shall conform to the yellow light change interval duration specified on the traffic signal permit issued by the Department of Transportation or the Township.

#### **§ 145-100 Revenue Limit**

The Township may not collect an amount equal to or greater than 5% of its annual budget from the collection of revenue from the issuance and payment of violations under this Article.

**Section 2.** Nothing in this Ordinance or in Chapter 145 of the Code of the Township of Lower Merion, as hereby amended, shall be construed to affect any suit or proceeding in any Court, any rights acquired or liability incurred, any permit issued, or any cause or causes of action existing under the said Chapter 145 prior to the adoption of this amendment.

**Section 3.** The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof 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 as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

**Section 4.** This Ordinance shall take effect and be in force from and after its approval as required by law.

Approved by the Board this      day of                      , 2025.

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF LOWER MERION

\_\_\_\_\_  
Todd M. Sinai, President

ATTEST:

\_\_\_\_\_  
Jody L. Kelley, Secretary



## Master Services Agreement

This Master Services Agreement is made on April \_\_\_, 2025 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and Lower Merion Township, Pennsylvania with a principal business address at 75 East Lancaster Avenue, Ardmore, PA 19003 (the “Customer” or the “Township”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

### 1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of seven (7) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.
- 1.4. Termination by Sensys Gatso due to Change in Law. Sensys Gatso may terminate this Agreement or any Service Attachment by giving the Customer not less than ninety (90) days’ prior written notice if (a)

applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of an automated traffic law program or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a “Change in Law”). Notwithstanding the foregoing, Sensys Gatso may, following Sensys Gatso’s notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services. The Parties agree that substantially restricts means that the Change of Law creates a de facto prohibition of such systems.

In the event the System, or any part of the System, is inoperative due to a Change in Law or the Customer directing Sensys Gatso to turn off the System and/or not issue violations and such Change in Law or direction renders a System inoperable for thirty (30) days or longer, the Initial Term in section 1.1 of this Agreement shall be extended by the total number of days the System was inoperable.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the “Effective Date of Termination” and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

## **2. COMPENSATION**

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the “Service Fees”) by way of bank transfers deducted from each Notice of

Violation fines sweep.

2.2. Service Fees Payment.

2.2.1. Invoicing. Sensys Gatso shall invoice the Customer within ten (10) days of each Notice of Violation fines sweep from the Master Account to the City-designated account as described in Section 3.7. Each invoice shall state the total quantity of citations collected and service fees deducted by Sensys Gatso from such amounts pursuant to Section 2.1.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall not be responsible for any credit card chargeback fees or bounced check fees. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. **SCOPE OF SERVICES**

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services to the general public, over the internet through supported web browsers.
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle

identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.

- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using any one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by its suppliers for violations paid by credit card (“Credit Card Convenience Fee”). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.
- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer’s behalf. Sensys Gatso will place such amounts in an account with a banking institution (“Master Account”). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer- designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer- designated bank account once a month, provided, however, that Sensys Gatso shall deduct from each funds sweep amounts owed for Services pursuant to Sections 2.2.1 and 2.2.2.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System (“NLETS”) on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer’s efforts in public education and awareness programs, by providing information including, but not limited

to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a “Pamphlet”). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

- a. Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b. General Liability Insurance:
  - (1) \$1,000,000 each occurrence (combined bodily injury and property damage) – premises/operations and products/completed operations;
  - (2) \$1,000,000 personal and advertising injury; and
  - (3) \$2,000,000 general aggregate
- c. Workers’ compensation (statutory) and employer’s liability: \$500,000 per accident/\$500,000 policy limit.

This insurance shall provide that coverage applies to the state in which Customer is located. Sensys Gatso shall list the Customer as an additional insured under all of the policies described in this Section 3.12

#### **4. CUSTOMER RESPONSIBILITIES**

4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso’s principal contact (“Customer Project Manager”). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee’s name and contact information.

4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.

- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the “Business Rules”). Customer will provide Sensys Gatso with at least sixty (60) days’ written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso may assist the Customer with collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.
- 4.6. Change Order. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon Sensys Gatso’s receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the “Change Order Proposal”). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer’s receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

## **5. GENERAL PROVISIONS**

### **5.1. Representations and Warranties.**

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;

- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:
  - A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
  - B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS

THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation (“Program Data”). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso’s systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients (“Program Materials”). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.

5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing,



Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

### 5.3. Indemnification Obligations.

- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:
- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
  - b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
  - c) any claim, action, or demand not caused by the Customer's failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a "Claim") in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.
- 5.3.4. To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the "Sensys Gatso Indemnitees") from and against any and all third party claims arising out of or related to:

- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
- b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnatee; or
- c) the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by Sensys Gatso's failure to comply with the terms of the Agreement.

- 5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.
- 5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*
- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Pennsylvania Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the

execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.

- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:
- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate

the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.

5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.

- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

\*\*\*Remainder of this page intentionally blank\*\*\*

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

*Agreed to:*

Sensys Gatso USA, Inc.

*Agreed to:*

Lower Merion Township

By: \_\_\_\_\_  
Authorized Signature

William Braden

President

[b.braden@sensysgatso.com](mailto:b.braden@sensysgatso.com)

By: \_\_\_\_\_  
Authorized Signature

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

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

Email: \_\_\_\_\_

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

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

## **SERVICE ATTACHMENTS**

### **Fixed Location Traffic Enforcement**

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the Lower Merion Township, Pennsylvania (“Customer”) dated April\_\_\_\_, 2025 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

#### **1. SERVICE FEES**

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. Subject to section 1.4 below, for all new camera systems operational in a 12-month period after the execution of this agreement the Customer shall pay to Sensys Gatso a “Monthly Fee” of \$4,800 per camera per month for automated red light enforcement violations detected by a Fixed Location Red Light enforcement system commencing on the first day after the Warning Period ends. Automated License Plate Recognition (ALPR) can be provided at an additional cost of \$300 per camera per month for a total of \$5,100 per camera per month including Red Light Enforcement and ALPR.

1.2 Adjustments for Equipment Downtime. If an installed Fixed Speed Enforcement System is inoperative due to road construction, and such road construction renders a Fixed Speed Enforcement System inoperable for thirty (30) days or longer, the Initial Term in section 1.1 of this Agreement shall be extended by the total number of days the Fixed Speed Enforcement System was inoperable from such road construction.

1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increase 3% or more for three consecutive years or a cumulative 9% during a consecutive three-year period of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

1.4 Cost Neutrality. This provision allows the Township to defer certain payment to Sensys Gatso in the event insufficient funds are available. The Township may defer certain payments to Sensys Gatso until the Township has collected sufficient funds pursuant to the provisions of this Agreement. This provision shall not apply if law enforcement waives more than ten percent (10%) of valid infractions forwarded to law enforcement for acceptance according to mutually agreed upon business rules.

- 1.4.1 Sensys Gatso shall maintain an accounting of the net accrued balance owed to Sensys Gatso. If the amount collected during a billing period exceeds the amount of the Monthly Fee(s) owed and payable to Sensys Gatso for that billing period, the Township shall pay Sensys Gatso the total amount due.
- 1.4.2 If the amount collected during a billing period is less than the amount of Sensys Gatso’s Monthly Fee(s) for that billing period, the Township may defer the payment of deficit between the amount collected and the amount owed to Sensys Gatso.
- 1.4.3 Payments shall be reconciled by applying funds collected first to any accrued balance owed to Sensys Gatso and then to the Monthly Fees due for the current billing period.

- 1.4.4 In the event of an accrued balance, prior to paying the accrued balance in a given month, the Township shall deduct five hundred dollars (\$500) per operational intersection approach from the total amount collected to be applied to operational expenses directly related to violation processing and court presentation.
- 1.4.5 In the event the Agreement ends or is terminated, and an accrued balance is still owed to Sensys Gatso, subsequent receipts from the Sensys Gatso program still working through the program will be applied to the accrued balance owed Sensys Gatso.

## **2. SCOPE OF SERVICES**

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso shall obtain all necessary local and state permits required to install Cameras and will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer at the Customer's expense.

### **3. CUSTOMER RESPONSIBILITIES**

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.



## **EXHIBIT A**

### **Additional Terms and Conditions for Installation of Camera Poles**

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waiver. All other non-Customer permit fees shall be paid for by Sensys Gatso.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.