

CHAPTER 8

ORDINANCE AND AGREEMENT

**GRANTING NON-EXCLUSIVE CABLE TV
FRANCHISE**

TO

ANTIETAM CABLE TELEVISION, INC.

Effective Date: August 1, 2002

Termination Date: July 31, 2017

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Formerly Chapter 30

15-317
RESOLUTION AND
ENACTING ORDINANCE THEREON

RESOLUTION OF THE TOWN OF WILLIAMSPORT MARYLAND, a Maryland municipal corporation, authorizing the renewal of a non-exclusive cable television franchise.

Recital

The Town of Williamsport ("Town") is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

Antietam Cable Television, Inc., (hereinafter "Antietam "), is an Indiana corporation existing and authorized to conduct a cable television transmission business in the State of Maryland.

The Mayor and Council ("Council"), as the duly constituted legislative body of the Town, have previously awarded a non-exclusive cable television franchise to the predecessors of and to Antietam.

Said non-exclusive cable television franchises were granted by appropriate legislative enactment by the Mayor and Council at duly constituted public meetings.

Recently, the non-exclusive franchise agreements have been extended by Resolution/Ordinance to July 30, 2002 or until an appropriate document has been negotiated and agreed upon by and between the parties.

Antietam has requested in accordance with the appropriate statutory regulations and requirements that the existing franchise be renewed at this time for a period of Fifteen (15) Years.

The Mayor and Council, as the duly constituted legislative body of the Town, have determined that the existing Ordinance shall be repealed and amended in accordance with the Ordinance attached hereto.

Each and every paragraph of this Recital is incorporated in the renewal Ordinance attached, and each and every paragraph of the following Ordinance and Acceptance Agreements and attachments thereto are incorporated in this Resolution and Recital.

NOW, THEREFORE, be it RESOLVED, ENACTED and ORDAINED that a non-exclusive franchise be and is hereby granted to Antietam Cable Television, Inc., an Indiana corporation authorized to do business in the State of Maryland (franchisee) (Antietam) and that the following renewal Ordinance is hereby enacted.

**AN ORDINANCE RENEWING A NON-EXCLUSIVE FRANCHISE TO
ANTIETAM CABLE TELEVISION, INC. (ANTIETAM)**

Preamble

The Town of Williamsport, a municipal corporation existing under and by virtue of the laws of the State of Maryland, pursuant to applicable federal law and the applicable provisions of the Annotated Code of Maryland, Article 23A, is authorized to grant by Ordinance one or more non-exclusive franchises or to renew same to construct, operate, maintain and reconstruct cable television systems within the corporate limits of the municipal corporation.

The Mayor and Council, as the legislative body of the Town, has determined at a duly constituted public meeting that the public convenience, safety and general welfare of the citizens can best be served by granting a non-exclusive franchise as set forth herein.

TABLE OF CONTENTS

Section	1	Definitions (A through X)	4-6
Section	2	Application Procedures	6
Section	3	Franchise Award	6-7
Section	4	Franchise Provisions and Restrictions	7-12
	A	General Provisions (1 through 12)	7-10
	B.	Number of Channels	10
	C.	Use of Channels	10-11
	D.	Subscriber Equipment	11
	E.	Public Service Installations and Basic Service	11
	F.	Other Business Activities	11
	G.	Building Apartments	11-12
	H.	Repair	12
	I.	Removal of Facilities Upon Request	12
Section	5	Forfeiture or Surrender of Franchise	12-13
Section	6	Local Office: Complaint Procedures	13
Section	7	Insurance and Indemnification	13-15
Section	8	Area of Coverage and Construction	15
Section	9	Rates, Changes in Rates and Refunds for Basic Subscriber Service	15
Section	10	Franchise Fee	15-16
	A.	Annual Fees	15
	B.	Method of Computation	15
	C.	Right of Recomputation	16
	D.	Failure to Make Required Payment	16
Section	11	System Extension	16
Section	12	Miscellaneous	16-17
	A.	Captions	16
	B.	Recourse	16
	C.	Separability	16
	D.	Costs	17
Section	13	Effective Date	17

Section 1: Definitions

- A. "Town" means The Town of Williamsport, Washington County, Maryland, a Maryland municipal corporation, including all areas within its existing boundaries and territory hereafter acquired or annexed.
- B. "Town Agency" means the person, department, committee or agency designated by the Council in a contemporaneous Resolution to act for it in certain matters relating to cable television; or otherwise the Council itself.
- C. "Council" means the legislative body of The Town of Williamsport.
- D. "FCC" means the Federal Communications Commission.
- E. "Cable Communications System", or "System", or "Cable TV System", or "CATV System", or "Broadband Communications Network", means a system of antennas, cables, amplifiers, towers, microwave links, waveguides, laser beams, satellites, or any other conductors, converters, equipment or facilities, designed and constructed for the service of producing, receiving, amplifying, storing, processing, or distributing audio, video, data, digital, or other forms of electronic signals, and the facilities of a common carrier to the extent that such facility is used in the transmission of video programming directly to subscribers.
- F. "Subscriber" means any person, firm, institution, corporation or other entity who or which elects to receive, for any purpose, the service provided by the cable communications system.
- G. "Residential Subscriber" means a subscriber who receives service in an individual dwelling unit, where the service is not in connection with a business, trade, profession or institution.
- H. "Commercial Subscriber" means a subscriber who receives service in connection with a business, trade or profession or institution.
- I. "Programmer" means any person, firm, corporation, institution or entity who or which produces or otherwise provides program material for distribution to subscribers by means of the cable communications system.
- J. "Channel" means a frequency path, 6 megahertz wide, in the electromagnetic spectrum.
- K. " Access Channel" means any channel where any local member of the general public, any local governmental entity or any local educational authority may be a Programmer.

L. "Converter" means an electronic device which converts signals to a frequency not susceptible to interference within the TV receiver of a subscriber, and by an appropriate channel selector which also permits a subscriber to view all signals delivered at designated dial locations.

M. "Broadcast Signal" means the transmission of local broadcast video channel signals required to be carried pursuant to Subpart D of Part 76 of the Rules and Regulations of the Federal Communications Commission.

N. "Basic Subscriber Service" means any service tier that includes local television broadcast signals, and Access Channels. "Basic Subscriber Service" as defined herein shall be consistent with 47 U.S.C. §543(b)(7), as may be amended from time to time.

O. "Additional Services include:

1. The services such as the transmission of all leased access signals not included in the basic subscriber service, non-local broadcast signals, and pay television signals.

2. Services not involving the transmission of signals, including rental of equipment, training services, and all other services which may be provided by the franchisee to residential subscribers.

P. "Public Street" means the surface of and the space above and below any public street, avenue, highway, boulevard, concourse, driveway, bridge, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, alley, right-of-way, public utility easement, public utility and any other public ground or water subject to the jurisdiction and control of the Town.

Q. "Pay Television" means the delivery to subscribers over the cable communications system, of television signals for a fee or charge to subscribers over and above the charge for basic subscriber service, on a per-program, per-channel, or other subscriber basis.

R. "Gross Subscriber Revenues" means all revenues derived by the franchisee from monthly fees for furnished Basic Subscriber Service, all Additional Service, and Pay Television service that constitute cable services as defined by federal law.

S. "Subscriber Service Drop" means each extension wiring from the franchisee's distribution lines to a subscriber's point of use.

T. "Franchise" or "Franchise Agreement" means this Ordinance by which a franchise is granted to a franchisee.

U. "Ordinance" shall include the ordinances of The Town of Williamsport, Maryland.

V. "Service Area" means the geographical area in which the franchisee provides CATV service, as legally granted by the franchisor.

W. "Franchisee" means Antietam Cable Television, Inc. (Antietam), its approved successors and assigns.

X. "Cable Act" means the Cable Communications Policy Act of 1984, 47 U.S.C. §521 et seq. (1982 & Supp. V 1987) and all other applicable provisions of 47 U.S.C. as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub.L. No. 102-385, and as may, from time to time, be amended.

Section 2. Application Procedures

A. The Mayor and Council ("Council"), as the duly constituted legislative body of the Town, have awarded in the past non-exclusive television franchises to Antietam Cable Television, Inc. and its predecessors by duly constituted Ordinance(s).

B. Antietam Cable Television, Inc. has given notice and expressed its desire to renew the non-exclusive franchise previously granted in accordance with the provisions of the Annotated Code of Maryland, FCC regulations and applicable USC provisions.

C. The Mayor and Council are desirous and do hereby grant a non-exclusive cable television franchise to Antietam Cable Television, Inc., an Indiana corporation, authorized to do business in the State of Maryland, in accordance with the terms and provisions hereinafter set forth.

Section 3. Franchise Award

A. The Mayor and Council (Council) are desirous and do hereby grant unto Antietam Cable Television, Inc., (Antietam), an Indiana corporation authorized to do business in the State of Maryland, a renewal of its non-exclusive franchise to engage in the business of providing cable service and such other services as may be permitted by this franchise and any agreements hereunder for a period of fifteen (15) years commencing on the 1st day of August, 2002, and terminating automatically on the 31th day of July, 2017.

B. By this Ordinance, the Council confirms the granting of a franchise renewal for a CATV system to Antietam Cable Television, Inc., as, in the Council's opinion, best qualified to render proper and efficient CATV service to subscribers in the Town. Such grant is non-exclusive, provided, however, that the Town shall not authorize or permit another cable television system to operate within the Town without first conducting a hearing, in which existing company(ies) may participate, which will consider (1) highest and best use of the public rights-of-way; (2) public convenience and necessity; (3) impact on private property; (4) aesthetic consequences; (5) economic impact on delivery of cable services and cable service areas; (6) other societal interests implicated in cable television franchising; provided further that the Town shall not authorize or

permit a cable television system to operate within the Town on terms or conditions more favorable or less burdensome to such operator than those applied to company(ies) pursuant to its Franchise; and provided further, that if the Town authorizes or permits another cable television system to operate within the Town, it shall do so on condition that such cable television system indemnify and hold harmless existing company(ies) from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments placing underground facilities, and all other costs including those of company's(ies's), Town, and utilities, incident to inspections, make-ready, and construction of an additional cable television system in the franchise area; and provided further that existing company(ies) shall be designated a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to another cable television system.

Section 4: Franchise Provisions and Restrictions.

A. General Provisions:

The franchise granted pursuant to this Resolution is subject to the following:

1. Federal, state and local laws, rules, regulations, and ordinances, as they exist and as from time to time may be amended.
2. The Right of the Council:
 - a. To terminate the same for failure to comply with any material provisions of the Ordinance.
 - b. To require reasonable extension of plant, service and maintenance thereof.
 - c. To control and regulate the use of its streets, alleys, bridges and public places and the space above and beneath them. The franchisee shall pay such part of the reasonable cost of improvement or maintenance of streets, alleys, bridges and public places, as shall arise from the franchisee's use thereof and shall protect and save the County, Town, their agents, employees and servants harmless from all claims and/or damages arising from said use.
 - d. To require joint-use of the property and appurtenances of each franchisee located in the streets, alleys and public places of the Town at reasonable compensation, insofar as joint-use may be reasonable and practicable.
 - e. Through its appropriately designated representatives, inspect construction or installation work performed subject to the provisions of this Ordinance, rule or regulation there under, and make such inspections as are reasonably necessary to insure compliance therewith. However, the franchisee shall remain primarily responsible for design and installation and for

compliance with all requirements.

f. To require, at the expiration of the term of this franchise, or its renewal term, or upon the termination and cancellation as provided herein, the franchisee to remove, at its own expense any and all portions of the CATV system from the public ways within the service area within a reasonable period of time, not to exceed 180 days.

3. The franchise shall not be assigned without prior approval, which shall not be unreasonably withheld and such approval shall be based solely on the financial, technical and legal capability of the assignee. Any assignment shall be approved by the Mayor and Council at a duly constituted public meeting by appropriate resolution and/or amendment to this ordinance and agreement.

4. The franchise shall be non-exclusive and shall be for a renewal term of fifteen (15) years from the effective date. Subsequent renewals shall conform to the Cable Communications Policy Act of 1984 and be approved by ordinance in accordance with applicable provisions of the Annotated Code of Maryland.

5. The franchisee shall be governed by the lawful rules and regulations of the FCC and other applicable local state and federal laws, ordinances and regulations as are now in force and as may be subsequently amended from time to time provided however no local ordinances or regulations shall abrogate or materially burden the rights of the franchisee under this Ordinance.

6. The franchisee shall not disseminate information as to the names, addresses or telephone numbers of subscribers or any subscriber information furnished in connection with a request for service except in conformity with Section 631 of the Cable Communications Policy Act of 1984; subject, however to the right of the Council to audit the records of the franchisee to establish compliance with this Ordinance.

7. The franchisee shall have the right to erect, maintain and operate a Cable Communications System in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges, easements, rights-of-way, utility poles and other public places in the Town and subsequent additions thereto, for the service of transmission and distribution of audio visual, and data impulses and television energy as hereinbefore defined, in accordance with the laws and regulations of the United States of America, the State of Maryland, and the ordinances and regulations of the Town. The Town specifically reserves the right to grant a similar use of said streets, lanes, avenues, sidewalks, alleys, bridges, rights of way, utility poles and other public places to any person at any time during the period of this franchise. Franchisee shall provide the Town maps identifying the physical location of the System plant, including the location of the plant on poles and in underground installations. Town shall treat such maps as confidential consistent with the Maryland Public Information Act.

8. (a) The franchisee shall when and where practicable lease, rent, or in any other lawful manner obtain, the use of towers, poles, conduits, cables and other equipment and facilities, from present holders of public licenses and franchises within the corporate limits of the Town on such terms as agreed, subject to all existing and future Ordinances and regulations of the Town (b) Whenever such facilities are not reasonably available from the sources specified in Section 9(a) hereof, the franchisee shall have the right at its own expense to erect and maintain its own poles, conduits and related facilities as may be necessary for the proper construction and maintenance of its cable television distribution system, subject to applicable laws, ordinances and regulations and restrictions of title.

9. (a) All transmission and distribution structures, lines and equipment erected by the franchisee within the Town shall be so located as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places. Any opening or obstruction in the streets or other public places made by the franchisee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boardings, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. (b) In case of any disturbance of pavements, sidewalks, driveway or other surfacing, the franchisee shall, at its own cost and expense, and in a manner authorized by the Town, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as reasonably as good condition as before said work was commenced. (c) In the event that at any time during the period of this franchise the Town shall lawfully elect to alter, or change the grade of any public street, water main or sewer mains, the franchisee shall upon reasonable notice by the Town, remove, re-lay and relocate its poles, wires, cables, underground conduits, manholes and other telephone fixtures at its own expense. Where public funds are made available for purposes such as urban renewal or historic preservation, which requires relocation of franchisee's facilities, franchisee shall share ratable in such funds. (d) The franchisee shall not place new poles or other fixtures where they will interfere with any gas, electric or telephone fixtures, water hydrant or main sewer main, sewer and water services, or other fixtures placed in any street, and then in such a manner as not to interfere with the usual travel on said public streets. (e) The franchisee shall, upon the request of any person holding a building moving permit, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the franchisee may require such payment in advance. The franchisee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes. (f) the franchisee may trim trees upon and over-hanging streets, alleys, sidewalks and public places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the franchisee, all trimming to be done at the expense of the franchisee.

10. The construction and maintenance of the cable television system, including house connections, shall be in accordance with the provisions of the National Electrical Safety Code , and such applicable laws and regulations of the Town, affecting such installations, which may be presently in effect or may be from time to time in the future in effect, including a securing of all permits for such construction and maintenance required by applicable law. All structures,

equipment lines and connections shall be of permanent nature, durable, and installed in accordance with good engineering practice, and maintained in a safe condition in good order and repair wherever situated or located.

11. Copies of all petitions, applications and communications by or to the franchisee involving the Federal Communications Commission or any state or county or Town regulatory commission or agency or department having jurisdiction in respect to any matters affecting the franchisee shall also be furnished upon request to the Council by the franchisee.

12. The franchisee shall obtain all permits and authorizations required in the conduct of its business.

a. The franchisee shall allow the town to audit its financial records relating to gross subscriber revenues upon reasonable notice; and at all times maintain complete and accurate books of account and records of its business and operation.

b. The franchisee shall also file such other information concerning its operation as reasonably may be required and requested by the Council to verify compliance with its franchise. The Council shall limit such requests in recognition of the costs and burdens associated with such requests.

B. Number of Channels

The franchisee's distribution system shall be capable of carrying 69 channels. The system capacity in the forward path shall be at least 550 megahertz.

1. The system shall comply with lawful technical regulations promulgated by the FCC.

2. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments or installations, the franchisee shall do so at such times as will cause the least amount of inconvenience to its subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its subscribers.

C. Use of Channels

1. Cablecasting shall be offered pursuant to Subpart G of Part 76 of the Rules and Regulations of the Federal Communications Commission as amended from time to time.

2. Town may request to use Access Channels provided to the City of Hagerstown, Maryland pursuant to Section 9.4(B) of franchisee's cable television franchise agreement with Hagerstown while the current Hagerstown agreement is in effect. Section 9.4(B) of that franchise provides that Hagerstown's Designated Access Providers and Access users shall

make reasonable accommodation for requests from other similar governmental, educational or public access entities serviced by the Cable System to share existing Access Channel time.

D. Subscriber Equipment

The franchisee shall make available to every subscriber all equipment necessary for reception on the subscriber's set of channels to which he has subscribed. The franchisee shall install all equipment and begin service to each subscriber within ten (10) working days after requested by such subscriber to do so, provided that service is available to a public way abutting the subscriber's property or can readily be made available.

E. Public Service Installations and Basic Service

The franchisee shall provide one free installation and free basic service to all Municipal Buildings, Police Stations, Fire Stations, Public Libraries, and public Schools within the service area, provided no unusual installation costs are involved. Such installation shall be made at such reasonable locations as shall be requested by the respective units of government or educational institutions. Any charge for relocation of such installation shall, however, be charged at actual costs. Additional installations at the same location may be made at cost plus 10%. No monthly service charges shall be made for distribution of the franchisee's basic subscriber service within such publicly-owned buildings.

F. Other Business Activities

This franchise authorizes only the operators of a system as provided for herein, and does not take the place of any other franchise, license or permit which might be required by law of the franchisee in order to install its system.

G. Building Apartments

No franchisee shall be required to pay any fee to the building(s) owner(s) to provide cable television service to any member of the public in any privately-owned buildings which are in the Town. Provided, however, that an owner may negotiate and receive reasonable reimbursement from Antietam for the utilization and installation of equipment on the premises in question. Each franchisee shall report to any building owner who requests a fee from the franchisee as a condition for allowing the franchisee to install a cable system service in the building owner's building. Provided, however, that an owner may receive reasonable reimbursement for direct adverse economic impact of such access, if any, based upon evidence of the diminution of investment-back expectations, the impairment of the premises' usefulness, the amount of space occupied by the facilities of the cable communications system, the prior use, if any, of the space, the continued physical availability of space on the premises for installations of alternative modes of television program reception or delivery, the difference in fair market value of the premises resulting from the installation of system facilities and other reasonable, non-speculative factors excluding the holdup

value resulting from a landlord's monopoly control of such access. The aforesaid economic impact shall be rebuttably presumed to be a one-time charge of one dollar per dwelling unit.

H. Repair

Any damage caused to the property of building owners or users or any other person by the sole negligence of the franchisee shall be repaired by the franchisee.

I. Removal of Facilities Upon Request

Upon termination of service to any subscriber, the franchisee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his written request. Franchisee shall not charge a fee for same. Such removal shall be accomplished within fifteen (15) working days after request in writing is made by subscriber to do so.

Section 5: Forfeiture or Surrender of Franchise.

A. Forfeiture of the franchise may occur:

If the franchisee fails to substantially comply with the material provisions of the Ordinance, except for causes beyond the reasonable control of the franchisee, as heretofore provided and fails, within thirty (30) days written notice from the Town to correct such default or noncompliance or to initiate appropriate remedial measures.

B. Upon the termination or forfeiture of this franchise or any renewal thereof, the franchisee shall within 6 months thereafter remove its posts, poles, and all above ground equipment from the streets, lanes, sidewalks, highways, alleys, bridges and other public places in the service area and shall restore such streets, lanes, highways, sidewalks, alleys, bridges and other public places as nearly as possible to their original condition.

C. The franchise may surrender this franchise at any time upon filing with the Town a written notice of its intention to do so, at least sixty (60) days before the surrender date. On the surrender date specified in such notice, all the rights and privileges, and all of the obligations, duties and liabilities of the franchisee shall cease and terminate; except that the franchisee shall have an additional six (6) months to remove its plant and equipment from the Town streets and all other public lands upon which it is located. At the end of said six (6) months, any property owned by the franchisee and not removed from Town properties will become the property of the Town, to do with as it may choose. Any costs occurring to the Town in removing the franchisee's former possessions from Town streets or land will be a claim against the franchisee. Provided, however, that the Town must comply with Section 627 of the Cable Communications Policy Act of 1984.

D. At the option of the Council, the franchise shall cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over

and conduct the business of franchisee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this ordinance and the franchise granted pursuant hereto, and the receivership or trustees within said one hundred twenty (120) days shall have remedied all the faults under the franchise or provided a plan for the remedy of such faults which is satisfactory to the Town; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the franchise granted.

Section 6: Local Office: Complaint Procedures

A. The franchisee shall maintain a local business office, or designated agent, or toll-free telephone line, for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions and other similar matters.

B. The franchisee shall provide a toll-free telephone number at which subscriber may contact the franchisee or agent thereof on a twenty-four hour basis in the case of emergencies and shall notify its subscribers of such service.

C. Complaints by any subscriber may be filed with the franchisee in writing or delivered to the franchisee orally in person or by means of the telephone.

D. Any complaints received from subscribers ordinarily shall be investigated by the franchisee within twenty-four hours and the franchisee will begin actions to correct such complaints expeditiously. In the event service is not restored within forty-eight (48) hours, the subscriber shall be eligible upon request for a credit in his monthly payment for each full day that such service is not restored by determining from the monthly charge the prorated charge for each day's service, then multiplying said daily charge by the number of days during which service was not wholly restored and subtracting the result from the monthly charge.

E. The procedure for reporting and resolving complaints shall be stated in writing by the franchisee to each subscriber at the time of initial subscription to the cable system.

F. The franchisee shall maintain the staff and facilities needed to properly handle system maintenance and complaints.

Section 7: Insurance and Indemnification

A. Liabilities and Indemnification of the Town

The franchise shall indemnify and hold harmless the Town and the Council, its agents, servants, officials and employees at all times and specifically agrees that it will pay all damages and costs which the Town or its agencies, servants, officials or employees may be legally required to pay arising from the franchise granted herein. Such damages and penalties shall include, but not limited to, damages arising out of copyright infringements, and other damages arising out of the installation, operation or maintenance of the CATV system authorized or allowed by the franchise. In the event suit shall be filed against the Town or its agents, servants, officials, or employees either independently or jointly with the franchisee to recover any claim or damages, the franchisee, upon immediate notice to it by the Council shall defend the Town or its agents, servants, officials, or employees, as the case may be, against the action and, in the event of a final judgment being obtained against any of them, either independently or jointly, with the franchisee by reason of the acts of the franchisee, the franchisee will pay said judgment and all costs and legal fees, and hold the Town, agents, servants, officials and employees harmless therefrom. The Town shall not settle any action taken and subject to this provision without the consent of the franchisee and such consent shall not be unreasonably withheld.

B. Insurance

Franchisee shall carry insurance in such form and in such companies as shall be approved by the Town, such approval not to be unreasonably withheld, to protect the Town, its agents, servants, officials and employees and the franchisee from and against any and all claims injury or damage. The insurance policies obtained by the franchisee in compliance with this and other sections shall be issued by a company, or companies, acceptable to the Council, and a current certificate or certificates of insurance shall be filed and maintained with the Council during the term of the franchise and prior to commencement of construction. Said policies shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the Council thirty (30) days in advance of the effective date thereof. The policies shall protect the Town, their agents, servants, officials, and employees and the franchisee from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the system. The amount of such insurance shall be at the discretion of the Council, but not less than the following:

General Liability Insurance:

1 person	\$	500,000
1 accident	\$	1,000,000
Property damage	\$	100,000

Automobile Insurance:

1 person	\$	100,000
1 accident	\$	300,000
Property damage	\$	50,000

Workmen's Compensation Insurance shall also be provided as required by the laws of the State of Maryland.

Section 8: Area of Coverage and Construction

A. The franchisee shall offer service throughout the Town as rapidly as practicable. Inability to obtain easements if necessary, shall excuse franchisee from expanding its system, unless the Town exercises its power of eminent domain on franchisee's behalf.

B. The franchisee shall file a map with the Council at the close of each calendar year upon the Council's request, showing the area of the Town being serviced by the cable television system. Such maps shall be treated confidential consistent with the Maryland Public Information Act.

Section 9: Rates, Changes in Rates and Refunds for Basic Subscriber Service

The Town shall not regulate the rates charged by franchisee, except to prevent discrimination among customers of basic cable service as permitted by federal law. The franchisee is permitted to enter into bulk-rate agreements and promotions at rates less than those charged to standard residential subscribers and to charge rates higher than standard Residential Subscriber service rates to Commercial Subscribers.

Section 10: Franchise Fee

A. Annual Fee

During the term of this franchise, the franchisee shall pay to the Town for the use of its streets and public ways and other facilities, as well as the maintenance, improvements, and supervision thereof, an annual franchise fee equal to three percent (3%) of the annual Gross Subscriber Revenues received by it from operations (excluding the delivery of Internet services) conducted within the Town. Such fee shall not exceed any limitation imposed by the FCC. This payment shall be in addition to any other tax of general applicability owed to the Town by the franchisee.

B. Method of Computation

Payments due under the terms of the franchise shall be computed semi-annually and paid within sixty (60) days of December 31, and June 30, respectively. A statement shall be furnished with each payment certified as correct by the franchisee or by a certified public accountant. All statements shall reflect the total amount of Gross Subscriber Revenues. Statements accompanying payments of the franchise fee shall set forth a detailed computation of the payment.

C. Right of Recomputation

No acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claim the Town may have for further or additional sums payable as a franchise fee under the Franchise Agreement or for the performance of any other obligation hereunder, unless such acceptance constitutes a waiver or acquiescence under governing law.

D. Failure to Make Required Payments

Failure to pay any fees required by this Section shall be considered a material violation of the franchise and may, at the option of the Council, result in suspension or termination of the franchise granted, and reinstatement thereof may be had upon payment of the delinquent fee or fees, plus any interest as may be required by the Council, unless such failure constitutes a waiver or acquiescence by the Town under governing law.

Section 11. System Extension

A. Within twelve (12) months of the receipt of final orders granting all necessary permits and authorizations which are required in the conduct of its business, including but not limited to utility joint-use attachment agreements, microwave carrier licenses issued by the FCC, and any other permits, licenses, and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of cable television systems or their associated microwave transmission facilities, franchisee shall have an operable headend completed, and shall have extended energized trunk cable to the service area. The service area shall be the Town limits.

B. No person in the franchisee's service area shall be arbitrarily refused service, provided that franchisee may charge an additional cost for providing service to subscribers who are beyond 150 feet from existing trunk or distribution cable.

Section 12: Miscellaneous

A. Captions. The captions to sections are inserted solely for information and shall not affect the meaning or interpretation of the franchise.

B. Recourse. The franchisee shall have no recourse whatsoever against the Council or Town or its officers, officials, boards, commissions, agents or employees for any loss, cost, expense or damage arising out of any lawful provisions or requirements of this franchise or because of its lawful enforcement.

C. Separability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall

not affect the validity of the remaining portions hereof.

D. Costs. The franchisee shall pay a reasonable attorney fee for the legal services provided to the Town in connection with issuance of this agreement not to exceed \$300.00.

Section 13: Effective Date

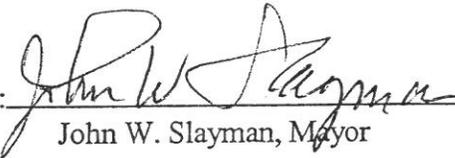
The franchise represented by this Ordinance shall take effect immediately upon its acceptance by the franchisee in the form of an acceptance agreement which is incorporated herein by reference.

Each and every paragraph of this Renewal Ordinance granting a non-exclusive franchise is incorporated in and made a part of the acceptance agreement of this franchise and each and every paragraph of the acceptance agreement of Franchisee is made a part of this Ordinance.

WITNESS AND ATTEST:

THE TOWN OF WILLIAMSPORT,
MARYLAND



By: 
_____ John W. Slayman, Mayor

Date of Introduction: 2/9/02

Date of Passage: 9/9/02

Effective Date: 8/1/02

Record and return to: Town Clerk
Town of Williamsport
P. O. Box 307
Williamsport, MD 21795

**AGREEMENT AND ACCEPTANCE OF TERMS OF RENEWAL
OF A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE
ORDINANCE**

This Agreement and Acceptance entered into this ____ day of September, 2002, by and between The Town of Williamsport, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter "**TOWN**" and Antietam Cable Television, Inc., hereinafter "**ANTIETAM**" an Indiana, authorized to do business in the State.

Now, therefore, the **TOWN** and **ANTIETAM** hereto agree as follows:

1. The Town, pursuant to its Charter and the provisions of Article 23A of the Annotated Code of Maryland is authorized to grant, and/or renew non-exclusive revocable franchises to operate, construct, maintain and reconstruct a cable television system within the geographical limits of the Town.

2. The Council of the Town, after due consideration and at a duly constituted public meeting, has determined that it is in the best interest of the Town and its citizenry to renew its non-exclusive franchise Ordinance and agreement with Antietam to perform such service.

3. The Council of the Town enacted an Ordinance renewing a **NON-EXCLUSIVE** franchise to Antietam. The non-exclusive franchise granted by said Ordinance is to become effective upon acceptance by the franchisee.

4. Antietam, franchisee, hereby accepts and agrees to all of the terms and conditions of said Ordinance which is incorporated herein as if fully set forth, and agrees to perform its obligations as set forth therein. In addition to, but not in derogation thereof, franchisee agrees to pay, if applicable, the schedule of fees and charges set forth in the agreement designated as Attachment A for the utilization of certain municipal rights-of-way, easements, poles, utility fixtures and appurtenances as set forth and enumerated.

5. Each and every part of the Ordinance and Resolution enacting same, together with all attachments, is incorporated in this Agreement and made a part hereof.

6. Notices: All notices, reports or any other writings required shall be sent or delivered to:

Mayor and Council of Williamsport
Attention: John W. Slayman, Mayor
Town Hall
P. O. Box 307
Williamsport, MD 21795

Antietam Cable Television, Inc.
Attention: V. Gene Hager
1000 Willow Drive
Hagerstown, MD 21740

7. Antietam Cable Television, Inc. does hereby warrant that the undersigned is duly authorized to execute this agreement and duly bind the franchisee to the terms and conditions of this Agreement. A certified corporate Resolution authorizing said action is attached together with Disclosure of Ownership and Certificate of Good Standing from the Maryland Department of Assessment and Taxation.

WITNESS the hands and seal of the franchisee's duly authorized representative and the duly authorized representative of the Town.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Helen L. Jia

ANTIETAM CABLE TELEVISION, INC.

By:

[Signature]

Printed Name

As Its:

WITNESS AND ATTEST
AS TO CORPORATE SEAL

[Signature]

TOWN OF WILLIAMSPORT, MARYLAND

By:

[Signature]

John W. Slayman

Attachment A

Franchisee shall pay annually to the Town for the use of municipally owned poles and utility fixtures, a minimum pole charge of \$3.57 per pole for one hundred twenty (120) poles. The Town may increase the pole charge upon thirty (30) days written notice to Franchisee, however, such increase may not exceed the pole charge assessed by Verizon telephone company for comparable use of Verizon-owned poles and utility fixtures.

Antietam Cable Television, Inc.

By: 
V. Gene Hager

As Its: _____

Attachment B

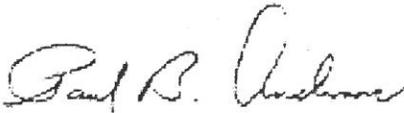
STATE OF MARYLAND

Department of Assessments and Taxation

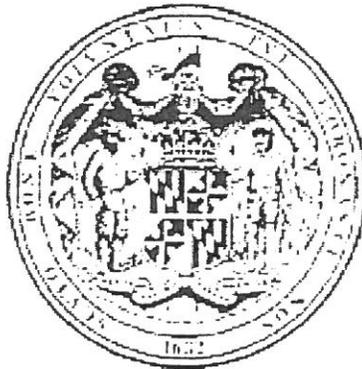
I, PAUL ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT ANTIETAM CABLE TELEVISION, INC. IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF INDIANA AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT INTERSTATE, INTRASTATE AND FOREIGN BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 16, 2002.



Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

R1723608

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, SUE ANNE GILROY, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper office to execute this certificate.

I further certify that records of this office disclose that

ANTIETAM CABLE TELEVISION, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on October 16, 1979, and was in existence or authorized to transact business in the State of Indiana on April 15, 2002.

I further certify this For-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration been filed or taken place.

In Witness Whereof, I have hereunto set my hand
and affixed the seal of the State of Indiana, at the
City of Indianapolis, this Fifteenth day of April, 2002.



SUE ANNE GILROY, Secretary of State



Attachment C

Corporate Resolution Authorizing Execution of Agreement

ANTIETAM CABLE TELEVISION, INC.
Written Consent of Directors

The undersigned, being all of the directors of Antietam Cable Television, Inc. (the "Company"), for the purpose of taking action without a meeting of the board of directors, hereby adopt the following resolutions:

RESOLVED, that the Company enter into franchise agreements with the Town of Williamsport, Maryland and the Town of Funkstown, Maryland, on the terms and conditions attached hereto as Exhibit A, with such changes therein as the officers of the Company shall determine to be necessary or advisable; and

RESOLVED FURTHER, that the officers of the Company are hereby authorized to execute, deliver and perform the terms of such franchises, and to take such other actions as they may determine to be necessary or advisable to effect the foregoing resolution.

IN WITNESS WHEREOF, each of the undersigned has executed this Written Consent of Directors on the date set forth opposite his name below.

Dated: 9-10-02

Edith H. Jones, President

Dated: 9-10-02

Nancy W. Davis V.P.

Dated: 9-10-02

Helen L. Jones, Secretary

Waco 5-15-02
L 9
F 10/4

A RESOLUTION EXTENDING NON-EXCLUSIVE CABLE
TELEVISION FRANCHISE

Recital

Williamsport is a municipal corporation existing under and by virtue of the laws of the State of Maryland. By virtue of the Annotated Code of Maryland, the municipality is authorized to grant non-exclusive franchises to corporations for the operation, maintenance and transmission of television reception and related facilities.

Antietam Cable Television, Inc., a Maryland corporation, is a communications company engaged in this business.

At this time, Antietam Cable Television, Inc. and the municipality have a non-exclusive franchise agreement in existence, and same is about to expire or has expired.

The municipality and Antietam Cable Television, Inc. are both desirous of renewing and extending said agreement based on the same or similar basic terms. Negotiations are pending.

A new updated Agreement and Ordinance is in the process of being drafted at this time.

The purpose of this Resolution is to extend the Agreement in existence up to and including the 30th day of June, 2002 at which time the new agreement and Ordinance will be introduced and executed.

NOW, THEREFORE, **RESOLVED, ENACTED** and **ORDAINED** as follows:

1. That the Antietam Cable Television Franchise Agreement is hereby renewed and extended on the same conditions and terms up to and including June 30, 2002.
2. That the intent is expressed herein that the final draft of a revised updated and modernized Ordinance and agreement, containing the same basic terms shall be introduced on next meeting date (May 13, 2002) then expire June 30, 2002.
3. That the Town attorney is hereby authorized and directed to proceed with the consummation of final negotiations and drafting of said agreement and Ordinance, subject to the approval of the Mayor and Council, at a duly constituted public meeting.

TOWN OF WILLIAMSPORT,
MARYLAND

Donna H. Spickler
Donna Spickler, Clerk

John Slayman
John Slayman, Mayor