



**Town of Williamsport  
Mayor & Town Council Regular Session  
August 14, 2023**



On August 14, 2023, the Mayor & Town Council for the Town of Williamsport held a Regular Session to conduct business of the town.

Those in attendance included Mayor William Green, Assistant Mayor Denny Grove, Councilperson Margaret Yaukey, Councilman Earle Pereschuk, Councilman Charles Brown, Councilman Ben Tinsley, and Councilman Jim Braswell. Employees in attendance included Town Manager Chad Rooney.

Mayor Green called the meeting was called to order at 7:00pm.

Mayor Green presented the meeting minutes for the July 10 Work Session and July 10 Regular Session. Councilman Brown motioned to approve the minutes for both meetings as presented; Councilman Pereschuk seconded; the motion passed unanimously.

Mayor Green noted no reports for the Board of Election Supervisors, Board of Zoning Appeals, Planning Commission, Land Use, Legal Counsel, nor Sherrif.

Mayor Green presented information from the Museum & History Board regarding desired signage. Mayor Green will provide information at the September Regular Session.

There were no Council Reports offered by Councilperson Yaukey, Assistant Mayor Grove, or Councilman Tinsley.

Councilman Pereschuk asked for historical information about the handicap chair lift transferring patrons from the deck into the pool at the L. Beard Miller Community Pool. Mayor Green explained there was a battery issue and subsequently a motor issue. The unit has been deemed unfit for service and will be removed at the close of the season. The Town will seek a replacement to allow access to the pool for handicap patrons.

Councilman Pereschuk then reported observations of speedy vehicles exiting Interstate 81 onto Potomac Street. He requested the Town to notify our Resident Deputy and possibly place the speed trailer in that location and the areas around the schools as the school year is beginning soon. Mayor Green noted this is a very good idea and will prompt Public Works to do so.

Councilman Brown announced Canal Days will be August 25 through 27 and asked if the boats were running on the canal. Mayor Green and other Councilmembers expressed their observations of seeing the boats on the weekends.

Councilman Braswell requested the electronic sign be placed on Potomac Street entering Town from the interstate for Canal Days. Town Manager Rooney explained the sign had already been ordered and will be installed in the next week or two. Councilman Braswell also asked everyone

to be vigilant for student safety with the start of the school year and announced a meeting of the Main Street Parking Committee on Friday, September 8, 2023.

Mayor Green announced the promotion of Matthew Sullivan to the position of Sergeant with the Washington County Sheriff's Office. Sergeant Sullivan served the Town with honor and was recognized and thanked for his service.

Mayor Green explained there is no Old Business.

Mayor Green moved the meeting to the one agenda item under New Business; Ordinance 2023-07 Comcast Franchise Agreement; hearing no questions the Mayor asked for a vote to introduce the ordinance; Councilman Braswell motioned with Assistant Mayor seconding; the motion passed unanimously. Mayor Green explained a Public Hearing will be conducted just prior to the September 11, 2023, Regular Session.

Mayor Green noted information about the Maryland Municipal League was distributed by Town Manager Rooney. Those wishing to attend should inform Town Manager Rooney of their intentions so they can be properly registered.

There was not Public Comment offered. Assistant Mayor Grove made a motion to adjourn the Regular Session; the motion was seconded by Councilman Pereschuk, the meeting was adjourned at 7:17pm.

Cordially Tendered,



Chad P. Rooney  
Town Manager / Clerk / Treasurer

MML FALL

OCT

CONF.

~~CONF.~~

- ① FLAG FROM BART
- ② GUNS TO MUSEUM
- ③ REMOVE HANDICAP CHAIR
- ④ ORDER NEW HANDICAP CHAIR
- ⑤ SPEED TRAILER TO RT 11, McDONALD'S
- ⑥ then ON ~~CLIFFTON~~ SUNSET for 28th
- ⑦ CHAL DAVIS BANNERS [ON TOWN POLES]
- ⑧ meeting - Joint | BACK-TO-BACK WEEK
- ⑨
- ⑩

- Honest For Dan



William "Bill" Green, Mayor  
Dennis Grove, Assistant Mayor

Chad P. Rooney, Town Manager  
Clerk/Treasurer



Jim Braswell, Councilmember  
Charles Brown III, Councilmember  
Earle Pereschuk, Councilmember  
Ben Tinsley, Councilmember  
Margaret Yaukey, Councilmember

# TOWN OF WILLIAMSPORT

## MAYOR & TOWN COUNCIL

### WORK SESSION & REGULAR SESSION AGENDA

August 14~~th~~<sup>th</sup>, 2023; 7:00pm

#### CALL TO ORDER – REGULAR SESSION

#### APPROVAL OF MEETING MINUTES

- -June 12, 2023 Regular Session (Next Month)
- July 10, 2023 Work Session *JR / EP*
- July 10, 2023 Regular Session

#### CORRESPONDENCE

- None *MM L CONF. - OCT 15-17*

#### REPORTS

- Board of Elections Supervisors
  - Board of Zoning Appeals
  - History & Museum Board *Signage - mayor to DISTRICT INFO*
  - Planning Commission
  - Land Use
  - Legal Counsel
  - Sheriff's Report - August
  - Town Council Reports
  - Mayor's Report
- EP - Pool Chair @ Pool - JR - Cool Days } DG - No  
- Spending } BT - No  
- Spend Coma } JB - SEPT 8 parking meeting*

#### OLD BUSINESS

- No Old Business *by MATT PROPOSITION SGT*

#### NEW BUSINESS

- Ordinance 2023-07 Comcast Franchise Agreement *INTRODUCED by JB, DG*

#### CITIZEN'S COMMENTS ON NON-AGENDA ITEMS

Public comment on items not included on the agenda will be limited to 5 minutes. Members of the public must first be recognized by the Mayor and will state their full name prior to speaking for the record. Any member of the public requiring more than 5 minutes shall request to be placed on a future meeting agenda to present their concerns.

#### MOTION TO ADJOURN REGULAR MEETING

*EP, BT*

# Minutes



**Town of Williamsport  
Mayor & Town Council Work Session  
July 10, 2023**



On July 10, 2023, the Mayor & Town Council for the Town of Williamsport held a Regular Session to conduct business of the town.

Those in attendance included Mayor William Green, Assistant Mayor Denny Grove, Councilperson Margaret Yaukey, Councilman Earle Pereschuk, Councilman Charles Brown, Councilman Ben Tinsley, and Councilman Jim Braswell. Employees in attendance included Town Manager Chad Rooney, and Town Attorney Ed Kuczynski.

Mayor Green called the meeting was called to order at 7:00pm.

Mayor Green requested everyone to stand for a moment of silent reflection and Pledge of Allegiance.

Mayor Green asked for a motion to approve the May 8, 2023, Public Hearing minutes. Councilman Brown motioned to approve the minutes for this meeting as presented; Councilman Pereschuk seconded; the motion passed unanimously.

Mayor Green asked for a motion to approve the May 8, 2023, Regular Session minutes. Assistant Mayor Grove motioned to approve the minutes for this meeting as presented; Councilman Pereschuk seconded; the motion passed unanimously.

Mayor Green asked for a motion to approve the June 5, 2023, CDBG Public Hearing minutes. Councilman Tinsley motioned to approve the minutes for this meeting as presented; Councilperson Yaukey seconded; the motion passed unanimously.

Mayor Green asked for a motion to approve the June 5, 2023, Utility Rates Public Hearing minutes. Councilman Tinsley motioned to approve the minutes for this meeting as presented; Assistant Mayor Grove seconded; the motion passed unanimously.

Mayor Green asked for a motion to approve the June 5, 2023, Special Session minutes. Councilman Tinsley motioned to approve the minutes for this meeting as presented; Assistant Mayor Grove seconded; the motion passed unanimously.

Mayor Green asked for a motion to approve the June 5, 2023, Work Session minutes. Assistant Mayor Grove motioned to approve the minutes for this meeting as presented; Council Person Yaukey seconded; the motion passed unanimously.

Mayor Green presented a thank you card from Emily Stiller, the recipient of the Ruby M. Seymour Scholarship and a certificate from the Washington County Public Schools Job Coaching Program.

Mayor Green noted a report was not provided by the Board of Elections Supervisors, Board of Zoning Appeals, History & Museum Board, Planning Commission, Land Use, nor Washington County Sheriff's Office.

The Town attorney noted work being done to finalize the Franchise Agreement between Comcast Communications, LLC, and the town. He continued to outline work being completed by he and the Town Manager to secure signatures for temporary easements for 205, 207, and 209 South Conococheague Street. The Town Attorney request the Mayor and Town Council to provide formal authorization to the Mayor to execute the agreements and ratify one easement currently signed by one of the property owners. Assistant Mayor Grove motioned to approve the execution of unsigned easements and ratify the signed easement by Resolution of Town Council; Councilman Pereschuk seconded; the motion passed unanimously.

Mayor Green asked for Council Reports; Councilperson Yaukey had no report, Councilman Pereschuk had no report, Councilman Brown noted the fireworks were a success and there were many complimentary reports, Assistant Mayor Grove conveyed the chimney at the Community Building is allowing water into the facility, but a plan has been created to correct the issue, Councilman Tinsley had no report, and Councilman Braswell outlined a course he attended regarding active shooters and it would be desired for Town Council to research the topic and potentially have someone assess the safety of Town owned facilities. Mayor Green thanked Town Council for a great turnout at the Maryland Municipal League's Annual Conference and provided an update on the Williamsport Library.

Mayor Green then moved into Old Business; first item to be addressed was Request for Proposal 2023-03 for the flooring portion of the Springfield Barn Project. The Town Manager opened submissions during the Work Session showing two proposals, one by Superior Facilities Management Services, LLC, Bethesda, MD, for the lump sum amount of \$28,626.00, and a second submission from Henson & Son, Hagerstown, MD, for the lump sum amount of \$42,065.53. Councilman Tinsley motioned to award the project to Superior Facilities Management Services, LLC, for the lump sum amount of \$28,626.00; Councilperson Yaukey seconded; the motion passed unanimously.

The next item was Request for Proposals 2023-05 for the codification of ordinances. The sole submission was from General Code, Rochester, New York, for the lump sum amount of \$12,250.00; and subsequent years maintenance for the annual cost of \$1,195.00. Councilman Tinsley motioned to award the project to General Code, for the lump sum amount of \$12,250.00 and then \$1,195.00 for one year of maintenance services; Assistant Mayor Grove seconded; the motion passed unanimously.

Mayor Green outlined there were no submissions for the HVAC/Lighting portion of the project. The project will be readvertised.

Mayor Green reviewed the lone submission for Request for Proposals 2023-07 to replace and rehabilitate the windows portion of the Springfield Barn Project. The submission was from Henson & Son, Hagerstown, Maryland, for the lump sum amount of \$5,025.00. Councilman



Tinsley motioned to award the project to Henson and Son for the lump sum amount of \$5,025.00; Assistant Mayor Grove seconded; the motion passed unanimously.

Mayor Green then outlined the only submission for Request for Proposals 2023-08 for the food/beverage area portion of the Springfield Barn Project. The submission was from Henson & Son, Hagerstown, Maryland, for the lump sum amount of \$8,040.00. Assistant Mayor Grove motioned to award the project to Henson and Son for the lump sum amount of \$8,040.00; Councilman Tinsley seconded; the motion passed unanimously.

There was no New Business nor Public Comment. Assistant Mayor Grove made a motion to adjourn the Regular Session; the motion was seconded by Councilman Pereschuk, the meeting was adjourned at 7:27pm.

Cordially Tendered,

Chad P. Rooney  
Town Manager / Clerk / Treasurer



**Town of Williamsport  
Mayor & Town Council Work Session  
July 10, 2023**



On July 10, 2023, the Mayor & Town Council for the Town of Williamsport held a Work Session to discuss business of the town.

Those in attendance included Mayor William Green, Assistant Mayor Denny Grove, Councilperson Margaret Yaukey, Councilman Earle Pereschuk, Councilman Charles Brown, Councilman Ben Tinsley, and Councilman Jim Braswell. Employees in attendance included Town Manager Chad Rooney, and Town Attorney Ed Kuczynski.

Mayor Green called the meeting was called to order at 6:30pm.

The Mayor outlined several Requests for Proposal on the agenda and then instructed the Town Manager to open Request for Proposal 2023-03 for the flooring portion of the Springfield Barn Project. The Town Manager opened a bid submitted by Superior Facilities Management Services, LLC, Bethesda, MD, for the lump sum amount of \$28,626.00. A second submission was opened from Henson & Son, Hagerstown, MD, for the lump sum amount of \$42,065.53.

Mayor Green informed Town Council there were no submissions for the HVAC/Lighting portion of the project. Mayor Green then instructed the Town Manager to open the sole submission for Request for Proposals 2023-07 for the windows portion of the Springfield Barn Project. The submission was from Henson & Son, Hagerstown, Maryland, for the lump sum amount of \$5,025.00.

Mayor Green then instructed the Town Manager to open the sole submission for Request for Proposals 2023-08 for the food/beverage area portion of the Springfield Barn Project. The submission was from Henson & Son, Hagerstown, Maryland, for the lump sum amount of \$8,040.00.

Mayor Green then instructed the Town Manager to open the sole submission for Request for Proposals 2023-05 for the codification of ordinances. The sole submission was from General Code, Rochester, New York, for the lump sum amount of \$12,250.00; and subsequent years maintenance for the annual cost of \$1,195.00.

Mayor Green identified all agenda items were reviewed and adjourned at 6:57pm.

Cordially Tendered,

Chad P. Rooney  
Town Manager / Clerk / Treasurer

**Old Business  
Ordinance 2023-07**

**ORDINANCE 2023-07**

**RESOLUTION AND  
ENACTING ORDINANCE – COMCAST CABLE FRANCHISE**

**RESOLUTION OF THE TOWN OF WILLIAMSPORT MARYLAND, a Maryland municipal corporation, authorizing the granting 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.

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC, (hereinafter "Comcast"), is a corporation existing and authorized to conduct a business in the State of Maryland.

The Mayor and Council ("Council"), as the duly constituted legislative body of the Town, have the authority to award non-exclusive cable television franchises.

Comcast has applied to the Town for a cable television franchise to construct, operate and maintain a cable television system within the Town.

The Mayor and Council, as the duly constituted legislative body of the Town, have determined that the Town should adopt 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 Comcast ("Franchisee") and that the following Ordinance entitled *An Ordinance Granting a Non-Exclusive Franchise to Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC ("Comcast")* is hereby enacted.

**ATTEST:**

\_\_\_\_\_  
**Chad Rooney, Town Manager**

\_\_\_\_\_  
**William Green, Mayor**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO COMCAST OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST VIRGINIA, LLC ("COMCAST")**

**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, Local Government Article*, is authorized to grant by Ordinance one or more non-exclusive franchises or to renew the same to construct, operate, maintain and reconstruct Cable 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.

**Date of Introduction:** \_\_\_\_\_

**Date of Passage:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**CABLE FRANCHISE AGREEMENT**  
**BETWEEN**  
**THE TOWN OF WILLIAMSPORT**  
**AND**  
**COMCAST OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST**  
**VIRGINIA, LLC**

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## **SECTION 1 - Definitions**

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

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, including the Mayor.

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 lawfully receive, for any purpose, the cable 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 portion of the electromagnetic frequency spectrum which is used



in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC), which in an analog system may include but not necessarily be limited to 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 Cable 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 Cable Service, and Pay Television service any of which 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 Franchisee.

U. "Code of Ordinance of the Town of Williamsport" means the ordinances of the Town

of Williamsport, Maryland, as it currently exists and/or may subsequently be amended constitutes 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 Town.

W. "Franchisee" means Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC ("Comcast"), its approved successors and assigns.

X. "Cable Act" means the Cable Communications Policy Act of 1984, 47 U.S.C. §521 et sec. (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.

*INTENTIONALLY LEFT BLANK*

## **SECTION 2 – Application Procedures**

A. Town Authority. The Mayor and Council, as the duly constituted legislative body of the Town, have the authority to award a non-exclusive television franchise to Franchisee by duly constituted Ordinance(s).

B. Application. The Franchisee has given notice and expressed its desire to enter into a non-exclusive franchise in accordance with the provisions of the Annotated Code of Maryland, FCC regulations and applicable federal law.

C. Grant. The Mayor and Council are desirous and do hereby grant a non-exclusive cable television franchise to Franchisee, to construct, operate, and maintain a Cable System in the Public Ways within the Franchise Area, and to provide such services over the Cable System as may be lawfully allowed, in accordance with the terms and provisions hereinafter set forth.

## **SECTION 3 – Franchise Award and Term**

A. Term. The Mayor and Council (Council) are desirous and do hereby grant unto Franchisee non-exclusive franchise to construct and operate a Cable System in the Public Ways within the Franchise Area, and to provide such services over the Cable System as may be lawfully allowed, in accordance with the terms and provisions in this Franchise Agreement for a period of six (6) years commencing on the Effective Date of this Ordinance, and terminating automatically on the 31<sup>st</sup> day of July, 2029, unless the Franchise is renewed or is lawfully terminated, prior to the expiration date, in accordance with the terms of this Franchise Agreement and the Cable Act.

B. Franchise Award. The Mayor and Council (Council) are desirous and do hereby grant unto Comcast, a company authorized to do business in the State of Maryland, a Franchise Agreement to engage in the business of providing cable service and such other services as may be permitted by this Franchise Agreement for a period of six (6) years commencing on the Effective Date of this Ordinance, and terminating automatically six (6) years thereafter, unless the Franchise is renewed or is lawfully terminated, prior to the expiration date, in accordance with the terms of this Franchise Agreement and the Cable Act. By this Ordinance, the Council confirms the granting of a Franchise for a CATV System to Comcast, as, in the Council's opinion, qualified to render proper and efficient CATV service to Subscribers in the Town. Such grant is non-exclusive. Nothing in this Franchise Agreement shall be construed to prohibit Comcast from offering any service over the System that Comcast is authorized to provide under applicable law.

## **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 generally applicable local laws, rules, regulations, and ordinances, as they exist and as from time to time may be amended consistent with this

Agreement.

2. The Right of the Council:

- a. To terminate the same for failure to comply with any material provision of the Ordinance, in accordance with Section 5(A).
- b. To require reasonable extension of plant, service and maintenance thereof, in accordance with Section 8.
- c. To control and regulate the use of its Public Ways, 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 Public Ways, 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, in accordance with Section 7(A).
- 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, practicable, and acceptable to participating franchisees.
- 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 with the Franchise. 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. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of expiration, termination, cancellation, revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act and for which it has other lawful right to remain in the right-of-way.

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. No consent shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise Agreement or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation or an affiliate, or (iii) the sale, conveyance, transfer, exchange or release of less than fifty percent (50%) of its equitable ownership.

4. The Franchise shall be non-exclusive and shall be for a term of six (6) 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 generally 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 Council shall have the right to audit Franchisee's records to establish compliance with this Ordinance. Notwithstanding the audit provision above, 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.

7. The Franchisee shall have the right, subject to the terms and conditions of any Pole Attachment and Conduit Agreements between the Parties, 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, upon request, 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.

8a. The Franchisee shall, when and where practicable, lease, rent, or in any other lawful manner obtain, the use of existing towers, poles, and conduits, or similar facilities not covered by another agreement, 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 provisions of the Code of Ordinances of the Town of Williamsport and regulations of the Town.

b. Whenever such facilities are not reasonably available from the sources specified in Section 8(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.

9a. 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 subject to reasonable notice and a maximum two (2) year look-back; and shall 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 (47 CFR §76.205) as applicable and amended from time to time.

2. The Town may coordinate with the City of Hagerstown to use Access Channels provided to the City of Hagerstown, Maryland pursuant to Section 9.3 of Franchisee's cable television franchise agreement with Hagerstown while the current Hagerstown agreement is in effect. Any agreement to allow the Town to share Access Channel time, and the implementation of any shared use, shall be the responsibility of the Town and the City of Hagerstown.

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 they have 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. Upon written request of the Town, 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, subject to applicable law.

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. 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.

H. Removal of Facilities Upon Request. Upon termination of services to any Subscriber, the Franchisee shall promptly remove all its facilities and equipment from the premises of such Subscriber upon their 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.

1. In the event the Town believes that the Franchisee has not, within thirty (30) days of its written notice, correct such default or noncompliance, or initiated appropriate and



reasonable remedial measures, it may pursue forfeiture of the Franchise. The Franchise shall not be forfeited without a duly authorized public hearing, in accordance with Town procedures for revoking ordinances, including notice and opportunity to be heard. Forfeiture of the Franchise shall not be treated as an emergency measure.

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 Franchisee 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.

E. Notwithstanding the requirements of this Section 5, Franchisee shall not be required to remove its Cable TV System, post, poles, or above ground equipment, or to sell the Cable TV System, post, poles, or above ground equipment, or any portion thereof as a result of forfeiture, surrender, termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing cable service, if the System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof and for which there is separate legal authority to remain in the rights-of-way.

## **SECTION 6 – Local Office and Complaint Procedure**

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 their 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 be 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 required herein, 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 to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the system. The insurance policies obtained by the Franchisee in compliance with this and other sections shall be issued by a company, or companies, rated A-, VII or better by AM Best or otherwise reasonably acceptable to the Town. 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. Franchisee shall provide written notice of cancellation or reduction in coverage of said policy which would cause Franchisee to no longer comply with the requirements of this Franchise to the Council thirty (30) days in advance of the effective date thereof. The commercial general liability and automobile liability policies shall include the Town, their agents, servants, officials, and employees 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 as additional insureds. The amount of such insurance shall be not less than the following:

**Commercial General Liability Insurance:**

<b>per occurrence</b>	<b>\$2,000,000</b>
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**Automobile Insurance:**

<b>each accident</b>	<b>\$1,000,000</b>
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Workmen's Compensation Insurance shall also be provided as required by the laws of the State of Maryland.

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## **SECTION 8 – Area of Coverage and Construction**

A. **Initial Build and Subsequent Construction.** Subject to the receipt of all necessary easements, permits, pole licenses, and required authorizations, Franchisee shall use commercially reasonable efforts to construct the Cable System and make Cable Service available to occupied residential dwelling units within its initial build geographic area within three (3) years of the Effective Date of this Agreement. In the event that construction is delayed by factors outside of Franchisee's control, including weather, make-ready delays by other companies, or other factors identified as Force Majeure, Franchisee shall provide a written request for an extension of time to complete the initial build area, which request shall not be unreasonably denied.

B. Nothing herein shall preclude Franchisee from constructing additional Cable System facilities or making Cable Service available to additional residential dwelling units at its discretion. Franchisee shall, however, not be obligated to construct additional Cable System facilities and/or make Cable Service available beyond the Initial Build area.

## **SECTION 9 – Rates**

The Town shall not regulate the rates charged by Franchisee, except to prevent discrimination among Subscribers of Basic Subscriber 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 – Franchisee Fee**

A. **Fee Amount.** During the term of this Franchise Agreement, 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, a franchise fee equal to five percent (5%) of the annual Gross Revenue received by it from operations of the Cable System to provide Cable Service 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 made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and sixty (60) days after the close of the calendar year (last day of February). A statement shall be furnished with each payment. All statements shall reflect the total amount of Gross Revenues for the period. Statements accompanying payments of the franchise fee shall set forth a detailed computation of the payment.

C. **Right of Re-computation.** 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 Agreement and may, in accordance with this Franchise Agreement, result in revocation of the Franchise Agreement. Reinstatement of the Franchise Agreement may be had upon payment of the delinquent fee or fees, plus any interest as may be required by the Town, unless such failure constitutes a waiver or acquiescence by the Town under governing law.

E. Audit.

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

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

3. Any "Final Settlement Amount (s)" due to the Town as a result of such audit shall be paid to the Town by the Franchisee within thirty (30) days from the date the parties agree upon the "Final Settlement Amount." Once the parties agree upon a Final Settlement Amount and such amount is paid by the Franchisee, the Town shall have no further rights to audit or challenge the payment for that period. If a discrepancy exceeding 3% of the amount owed for the review period is discovered as a result of the Audit resulting in an amount due the Town, the Franchisee shall bear the expense of the Audit and/or reimburse Town for same. Otherwise, the Town shall bear the expense of its audit of the Franchisee's books and records.

## **SECTION 11 – Initiation of Service**

A. Service Timing. Within twelve (12) months of the receipt of final orders granting all necessary permits and authorizations which are required for Franchisee to conduct its business in

the Town, 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 Systems or their associated facilities, Franchisee shall have initiated the provision of Cable Service in the Franchise Area.

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

## **SECTION 12 – Miscellaneous Provisions**

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

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

C. Separability. If any section, subsection, sentence, clause, phrase or portion of this Franchise Agreement 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 Franchise Agreement not to exceed \$300.00.

E. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise Agreement), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, pandemic, epidemic, public health emergency, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to

serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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

To the Town:

Town of Williamsport  
Town Hall  
PO Box 307  
Williamsport, MD 21795  
Attn: William Green, Mayor or his Successor

To the Franchisee:

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC  
Comcast Cable  
1215 East Fort Avenue, Suite 103  
Baltimore, MD 21230  
Attention: Government Affairs Department

With copies to:

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

G. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, in this instance the State of Maryland, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely within the State, and subject to any applicable provisions of substantive law under the Cable Act, as amended.

H. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and the Franchisee, which amendment shall be authorized on behalf of the Town through the adoption of an appropriate Resolution and Ordinance by the Town, as required by applicable law.

I. Annexations. Upon ninety (90) days written notice, any additions of territory to the Town, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Franchise Agreement as though it were an extension made hereunder related to the Cable System located or operated within said territory.

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

Town of Williamsport:

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

Print Name: William Green

Title: Mayor

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

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC:

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

Print Name: Michael Parker

Title: Regional Senior Vice President

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

**Date of Introduction:** \_\_\_\_\_

**Date of Passage:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_