Townsend Town Council Meeting Agenda
December 4th, 2024 @ 7:00 pm
VIA CONFERENCE CALL & Town Hall
141 Main St, Townsend, DE 19734

Town Meetings will be held both in person and in a virtual format.

Those wishing to attend virtually may dial **1(301)715-8592**. When directed, provide following meeting ID **827- 6421-7575#** and then the following password **361631#** to enter the meeting. If you choose to access the meeting online click the following link: **https://us02web.zoom.us/j/82764217575?pwd=aHI4RDhTZ0xjME1HV0ZOcHRxSHZ3QT09**

Residents will be able to view documents posted to the meeting tab on the Town website at **https://townsend.delaware.gov** or by joining the meeting via computer.

7:00 pm Town Council Meeting

I. Call to Order:

II. Opening Ceremonies
- A. Roll Call:
- B. Pledge of Allegiance:
- C. Recognition of Visitors:
- D. Announcements:

III. General Citizen Comments

IV. Review/Adoption of Agenda

V. Approval / Rejection of Minutes:
- A. **ACTION ITEM:** Approval/ Rejection of Town Council Minutes from November 6th, 2024, Town Council Meeting Minutes.

VI. Departmental Reports:
- A. Mayor S. Lobdell
    1. **ACTION ITEM:** Discussion and possible vote on appointment of one Board of Elections Member.
        i. Possible swearing in of new Board of Elections member.
- B. New Castle County Councilman David Carter
- C. Town of Townsend Police Chief's Report
    1. **ACTION ITEM:** Discussion and possible vote to offload Police Asset
    2. **ACTION ITEM:** Discussion and possible vote on next steps for Police Building.
- D. Town Solicitor Lisa Hatfield
- E. Town Engineer Erik Gruenes
- F. Town Manager Julie Goodyear
    1. **ACTION ITEM:** Discuss and review results of "light Survey".
    2. **ACTION ITEM:** Discuss and possible vote on Verizon Franchise Renewal Agreement.
    3. **ACTION ITEMS:** Discussion and possible vote on First State Inspection (FSIA) contract for plan review services.

VII. Committee Reports:
- A. **Finance Committee**: Chair: Mayor S. Lobdell, Co-Chair: Councilman J. Bangura
    1. **ACTION ITEM**: Review and possible discussion on the October 2024 Budget vs. Actual Reports.
    2. **ACTION ITEM**: Review and possible vote on Resolution 2024-008 on ARPA funds re-allocation.
- B. **Human Resources Committee**: Chair: Councilman Suhr, Co-Chair: Mayor S. Lobdell

C. **Public Works and Land Use Development Committee:** Chair: Councilman J. Bangura, Co-Chair: Councilman M. Chapman

D. **Public Safety Committee:** Chair: Councilman M. Suhr, Co-Chair: Councilman D. Wiggins

E. **Community Engagement Committee:** Chair: Councilman D. Wiggins

F. **Code Review Committee:** Chair: Mayor S. Lobdell, Co-Chair: Councilman M. Chapman

1. **ACTION ITEM:** Discussion and possible vote of "Ordinance 2024-003" regarding enforcement of the dumpster ordinance.

G. **Veterans & Social Services Committee:** Chair: Councilman M. Chapman, Co-Chair: Councilman M. Suhr

VIII. Discussion of future agenda items.

IX. Recess Council Meeting to Convene Executive Session.

X. **Convene Executive Session:** Pursuant to 29 Del. C. §§10004(b)(2)(6)(9), the Town Council will consider a motion to meet in executive session for the discussion of the contents of documents excluded from the definition of "Public Record" in §10002(17)(a)(2), to address personnel matters as well as have preliminary discussions.

XI. **Close Executive Session & Re-convene Council Meeting.**

XII. **ACTION ITEM:** Possible vote of Council.

XIII. Adjournment.

TOWNSEND POLICE DEPARTMENT

661 South Street, PO Box 223, Townsend, DE 19734
Office 302-464-1262 / Dispatch 302-739-4865 / EMERGENCY 911

DECEMBER 2024 Town Council Meeting

The information provided herein is from November 1, 2024 – November 26, 2024

1) 44 Total Calls for Service

- 1 - Protection From Abuse Order Issued
- 1 - Abandon Vehicle
- 1 - Miscellaneous Complaint
- 1 - Shoplifting
- 1 - Criminal Mischief
- 1 – Fugitive / Wanted Person Arrest
- 1 – Offensive Touching
- 2 – Drug Arrests
- 2 - Suspicious Events
- 2 - Disorderly Conduct
- 2 - Assist Law Enforcement Agencies
- 3 – Psychiatric Incident
- 4 - Welfare Checks
- 4 – Motor Vehicle Crashes
- 5 - Fraud
- 6 – Verbal Domestic
- 7 - Public Assists

2) Conducted 9 School Traffic Patrols

3) Participated in 1 Community Outreach Event

4) Participated in 2 Security Details

Sincerely,

Robert J. Longo,

Chief of Police

From: Julie Goodyear <jgoodyear@townsend.delaware.gov>
Sent: Thursday, November 14, 2024 12:45 PM
To: Longo Robert (Townsend PD) <Robert.Longo@CJ.State.de.us>
Cc: Jennifer Helms <JHelms@townsend.delaware.gov>
Subject: Police Car sale

Good Afternoon Chief,

Can you send me the specs of the vehicle to include in the council packet for the upcoming meeting? I'm looking for the following:

Year: **2012**

Make: **Dodge**

Model: **Charger**

Estimated Mileage: **67,968**

Kelly Blue Book Value: **$5,271 - $8,078**

PRESENTATION FOR A NEW POLICE STATION

Submitted by

Chief Robert J. Longo (Updated 10/21/2024)

INTRODUCTION

- **The purpose of this proposal is to provide the Mayor and Council with a comprehensive look at the need for a new building addition for the Townsend Police Department**

- **Implementation of this addition is requested so we continue to be competitive and attractive to good, quality community-oriented officers.**

- **This plan Enhances Safety, Efficiency, and Community Relations**

- **After reviewing all the provided documents and info, I believe there are several costs/expenses that weren't initially transparent when it comes to the estimated cost of construction of the additional Townsend Police Department building. I have categorized some of those costs below and explained a bit further.**

- **Geotechnical**

- **As per our meeting, you were hoping for this new building to have a basement. One potential issue is hydrostatic (groundwater) pressure being too great and requiring the entire structure to be elevated up to be out of the water table. We are having this exact issue over in the Woods at Hidden Creek development right behind the station. For that development, there are some lots that are being raised ~18" from the original plans in order to make sure the basement doesn't reach the water table depth. Raising the elevation of the building to be above the current existing ground level would require a fair amount of geotechnical design & work and would require the grading plan to reflect this change. Additionally, a structural engineer would be required to review/approve of the basement to make sure the groundwater doesn't damage the structural walls (in addition to review the entire planned/designed building).**

- **Storm Water**

- **Per the zoning map the station property lot is designated Zone R-1A, with a maximum allowable impervious rate of 35%. The proposed building would likely bring the lot over the 35% limit, which, per Townsend Code 24.20.040, would require a Storm Water Management Plan in which the post-development runoff from the site needs to match the pre-development rate.**

- **There are several different options/methods to reduce the stormwater runoff rate, also known as a Best Management Practice (BMP). For an increase in impervious area of this size, it would likely result in needing a structural BMP, such as a bioretention pond or vegetated channel, in order to meet the requirements. For proper implementation, this would require additional analysis of the site, design & analysis of the structures, and their construction. Depending on the size/scope, these projects can get costly rather quickly. Additionally, many BMPs tend to require regular/annual maintenance, which while minimal, is still another cost to consider.**

MEMO FROM ERIC - PAGE 1

- **Grading Plan**

This ties into the previous two points, per Townsend Code 24.20.050, grading plans are required for all developments and reflect the drainage patters of the site. This alone shouldn't be too much more, but with the additional impervious area & elevated base for the building, the grading plan needs to show you aren't dumping/increasing runoff onto the neighboring lots, while also following the allowed minimum/maximum allowed slope. Depending on how high the building is raised, this could result in a fair additional amount of earthwork being moved around

- **Utilities**

Utilities will need to be designed to make sure there are no conflicts with existing & proposed structures, and they can tie into the existing systems. If there are no plans for the existing utilities, we will need to include that in our survey in order to make sure we can properly tie into them. Additionally, per New Castle County Code 40.22.320, all plans which propose a connection to the public sanitary sewer system are required to be reviews & approved by the Department of Public Works. SO we will need to design them up to NCC Code standards, including all electrical work.

- **Site Work**

- **This is preparing the site for construction. Things like clearing of vegetation, removal of any existing structures, setting of the foundation, the actual grading, etc. Basically, all the prep work needs to be done at a sight before the actual construction can be done. These are expenses that generally aren't covered in a building cost estimate.**

MEMO FROM ERIC – PAGE 2

- **Survey**

All of the previously mentioned areas are all dependent on the survey team for key information. Depth to the water table, existing soil type, existing ground elevation, existing utilities, etc are all things that need to be accounted for,

- **Architect**

RVE does not have in-house architects and would need to coordinate with a 3rd party/sub-contractor as a result. RVE has several architectural firms/architects we regularly work with, but the process will be less streamlined a more costly because of that. I know that you are having this built pre-fabricated, but an architect still needs to be on board for the design & to make sure all internal items are up to code.

- **All of this information is just for you to form a better picture of the total expense this project will be. If you would like RVE to continue, I can start pulling together all the various design leads and start working on a full cost estimate for you. Please let me know if you have any questions or would like to discuss further. I know I just threw a lot of info at you, and sometimes I don't fully switch off the engineer-speak, so let me know if there is anything you need me to clear up. Thanks**

MEMO FROM ERIC – PAGE 3

Executive Summary

- **The Townsend Police Department urgently requires a new modern police station to keep up with the town growth, agency growth and the ever-changing demands on law enforcement.**
- **The current facility, is approximately 94 years old, lacks the necessary space, technology, and infrastructure.**
- **A new police station will enhance operational efficiency, improve moral, foster stronger community relations through use of multi-purpose room and improve recruitment.**
- **Maintain professional standards for accreditation and continuous re-accreditation.**
- **I believe we can have the builder perform the work Eric mentioned instead of constantly paying RVE to do any further planning since we have already accomplished our building and site proposal. Anything additional should be done in cooperation with the builder.**

KEY POINTS FOR A NEW POLICE STATION

- **On-Site Amenities: Resources; locker rooms, squad room, male and female staff restrooms additional evidence room.**
- **Multi-purpose room: Allows space for training, possible EOC, ensures better preparedness and rapid deployment or place for staff to rest in extended incidents.**
- **Multi-Purpose room: Allows space for community engagement and public events fostering better relations. This room can also be used for council meetings should space be required.**
- **Evidence Property Room: A larger evidence property room ensures secure and organized storage of specific evidence.**
- **Equipment Storage and Protection: Proper storage facilities protect equipment from environmental and human damage.**

KEY POINTS FOR A NEW POLICE STATION - CONTINUED

- **Parking Lot Limitations: A properly sized parking lot supports use of multi-purpose room, less risk of issues in lot (parking, possible fender-benders etc).**
- **A town owned and enclosed impound facility behind the station creates revenue, plus it allows us to secure a vehicle used in a crime for further investigation.**
- **Modern Infrastructure and Safety: Addressing deficiencies like lack of a sprinkler system, cramped working conditions, NO natural light and esthetics for a new neighborhood (Woods at Hidden Creek).**
- **Addressing Overcrowding: Providing sufficient space for all staff ensures efficient operations. Helps with the professional image of the agency as a first-rate agency not some Podunk PD**

- **Enhanced Technology Integration: Updated infrastructure supports advanced & changing policing techniques.**
- **Grant Funding Opportunities: A modern facility enhances the ability to secure federal grant funding.**
- **Improved Safety for Officers: A new facility eliminates risks posed by items in the current station that will be transferred to the new building. There may also be unseen health issues with the lack of ventilation the current facility, example is the spreading of colds etc.**
- **ADA Compliance: A new facility will meet current ADA standards, making it accessible to all.**

KEY POINTS FOR NEW POLICE STATION CONTINUED

- **The Townsend Police Department needs a new modern facility expansion to continue effectively serving the growing community and support the continued staff growth to meet the needs of the community.**
- **The new station will enhance operational efficiency and foster stronger community relations.**
- **It will meet current safety, technology, and accessibility standards, addressing the shortcomings of the current facility.**

KEY POINTS FOR NEW POLICE STATION - SUMMARY CONCLUSION -

CURRENT STATION FRONT VIEW

CURRENT STATION USAGE

- **When the new facility is completed, the current station will be utilized for, but not limited to the following.**
- **Interview and Interrogation Room: Critical spaces ensure privacy and security during investigations. Current office in "older part" of station will become suspect interview room.**
- **SECURED Booking Room: A secured booking room improves intake process and safety.**
- **Removes those arrested and potential informants from the general publics site and sound.**
- **Improved Office Space: Adequate office space improves working conditions morale and productivity.**
- **Extra Storage space for administrative supplies.**

STORAGE CONTAINERS, SHED AND TRAILER REMOVAL

PROPERTY LINE
P.D. ADDITION
SALLY PORT
PARKING LOT EXPANDED
South St

SITE PLAN

BUILDING DESIGN - EXTERIOR FRONT

- **Storage 6 x 10**
- **Multipurpose Room 20 x 12**
- **Lobby 10 - 6 x 10 - 3**
- **Female public restroom 8 x 8**
- **Male restroom 8 x 8**
- **Reception records office 10 - 10 x 10 – 3**
- **Lieutenant’s office 11 – 2 x 10 – 3**
- **Chief’s office 14 - 0 x 10 – 3**
- **Officer workstation 7 – 0 x 7 - 11**
- **Evidence 7 – 6 ½ x 7-11**
- **Storage & electric room 6 – 0 x 8 – 0**
- **Breakroom 12 - 4 x 7 - 11**
- **Male and female locker rooms with showers 8 – 8 ½ x7-11**

FLOOR PLAN DRAFT SIZES

LOBBY

PATROL ROOM

BREAK ROOM / KITCHEN

LOCKER ROOM / RESTROOM (1)

LOCKER ROOM / RESTROOM (2)

PROJECTED COST & FUNDING

- **RECEIVED $373,260 FROM CRF GRANT**
- **POTENTIAL DONATION OF $100,000 FROM PRIVATE SOURCE – COUNCIL NEEDS TO REQUEST**
- **POTENTIAL $200,000 DONATION FROM 2ND PRIVATE SOURCE – COUNCIL NEEDS TO REQUEST**
- **SOME FUNDING COULD COME FROM WOODS AT HIDDEN CREEK DEVELOPER FOR A FENCE**
- **STATE GRANTS CAN BE USED FOR ADDITIONAL SECURITY FEATURES**
- **STORAGE CONTAINERS, SHED AND TRAILER REMOVAL – WHERE WOULD COST COME FROM?**
- **PROJECTED BUILDING COST RANGE FROM $200,000 – $500,000**
- **BIDS SHOULD GO OUT IMMEDIATELY OR OFFICIAL QUOTES REQUESTED IMMEDIATELY**

COMPANIES CONTACTED FOR INFORMATION

- **Modular Genius – Mark Leydecker, 443-617-3381**
- **Boxx Modular – Matthew Crockett, 610-787-0015**
- **Delmarva Builders – Stephan Beachy, 302-482-4826**
- **Muncy Builders – Edward Dugan, 570-546-5444 / 570-546-2261**
- **Morton Builders, Terry Dierks, 800-447-7436**

REMINGTON & VERNICK ENGINEERS

University Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
O: (302) 266-0212
F: (302) 266-6208

TOWN OF TOWNSEND - MONTHLY ENGINEERING REPORT | DECEMBER 2024

TO: **Julie Goodyear, Town Manager**

FROM: **Erik Gruenes, PE**

RE: **Town of Townsend | Monthly Engineering Report**

DATE: **November 27, 2024**

Remington & Vernick Engineers (RVE) is pleased to provide the Town of Towsend this status update for the various capital and planning projects.

Should you have any questions please contact me at (302) 287-7460.

CAPITAL PROJECTS

1. **Surface Water Matching Planning Grant Program (DNTET101)**
    a) Preparation of final construction plans and bid documents for Townsend to review.
    b) Easement Descriptions & Exhibits handed over to Town.
    c) Survey Team confirms construction easements are required to complete the project. Currently working on Estimate to present to the Town.
    d) Survey Team collected data along Cannery Lane week of September 3rd. Many of the existing ditches are partially located on private property parcels.

2. **Townsend Municipal Park Irrigation (DNTET105)**
    a) Pipes were blown out and winterized for the season.
    b) Construction is complete. Need to flush/clear out pipes to avoid damage caused by freezing during winter.
    c) Construction of Electrical Work is finished and approved by Certified 3rd party.

3. **2024 Road Program (DNTET106)**
    a) List of potential 2025 Road Program candidates and their construction cost estimates were sent to Townsed to review and discuss.
    b) Repaving of Finley Street is complete.
    c) Road Core Samples were taken 10/11. Will use in conjunction with Vialytics to determine target roads for 2025 Road Program

4. **2024 - 2025 Townsend General Engineering (DNTET109)**

    Surface Water 2025 Project
    a) Speaking with GIS Team to coordinate pipe scoping schedule.

b) The program will focus on the stormwater sewer scoping in Townsend Village I & II, and repairing of the drainage network along South Street.
c) Town has allocated $50k of ARPA funds towards the $100K grant from DNREC

Sinkhole

a) Public Works are looking into feasibility of repairing the sinkhole.
b) Public Works investigated the inlet near the sinkhole & took photographs. The inlet box wall above the pipe has crumbled, resulting in the sinkhole forming.
c) Public Work currently determining best course of action going forward.

2026 Sewer Agreement

a) Next Meeting with NCC Representatives in Spring 2025 to begin discussing details of an outline/draft agreement.
b) Met with NCC Representatives on 11/21 for preliminary discussion about the need to renew the sewer agreement before 2026 while expanding the allowed capacity.

PLANNING PROJECTS

1. **Townsend Village I (DNTEP013)**
   a) Open Space Program is currently being handled by the Developers legal department.
   b) The Developer completed the restoration of the existing stormwater basins located behind 231 Edgar Road & behind Marilyn Court. The work included re-grading existing slopes, stabilizing slopes with erosion control matting, and replacing deteriorated outfall pipes.

2. **The Woods at Hidden Creek (DNTEP082)**
   a) RVE reviewed and approved plan permits for lot #7 & # 19 RVE will continue to review permit plans for development.
   b) Phase 5 sitework is underway. Due to high water tables, construction is planning to raise the ground floor approx. 18” from plans. Developer will re-submit any plans that change.

Scott Lobdell, Mayor
Joseph Bangura, Councilman
Matthew Chapman, Councilman
Marcus Suhr, Councilman
Dylan Wiggins, Councilman

Julie Goodyear, Town Manager
Mariaelena Rivera, Town Clerk
Jennifer Helms, Financial Officer
Kelsey Gallagher, Administrative Assistant
Erik Gruenes, Town Engineer
Lisa Hatfield, Town Solicitor

Town Manager- Monthly Report

November Recap 2024

Townhall/TM:

- Verizon Franchise Agreement is being negotiated. Draft of Renewal Agreement has been sent to the Town for review.
- Held Tree Grant Meeting with U&CF to assess all invasive species and treatment plans for Park Trees.
- Started meeting with local companies for quotes for tree grants
- Town Manager Attended PELRA 2024 Training Conference- 11/7/2024
- Town Manager attended Hazard Mitigation Planning Meeting- 11/13/2024
- Final On-boarding Meeting with new IT company and reviewed alignment report.

Permits:

- 11 permits issued in November
  - 3 Roof
  - 2 New Construction
  - 3 HVAC
  - 1 Home Renovation
  - 2 Deck

Licensing:

- 12 Business License issued/ renewed in Nov.
  - 239 Active Business Licenses

Public Works:

- Hung all holiday décor throughout Main St.
- Ordered 25 bags of "Ice-melt" for snow season prep.
- Performed "light Inspection" of town street lights for out lights and dark areas. Report provided for consideration.
- Winterization of Summer Equipment completed
-

Upcoming Projects for December:

- Clean & paint all fire hydrant no parking areas in town (HOLDOVER from Sept.)
- Townhall Chambers painting

P.O. Box 223 · 141 Main Street · Townsend, DE 19734

Phone (302) 378-8082 · Fax: (302) 378-7099 · https://townsend.delaware.gov · townhall@townsend.delaware.gov

Scott Lobdell, Mayor
Joseph Bangura, Councilman
Matthew Chapman, Councilman
Marcus Suhr, Councilman
Dylan Wiggins, Councilman

Townsend
Delaware
A Municipal Corporation
April 3, 1885

Julie Goodyear, Town Manager
Mariaelena Rivera, Town Clerk
Jennifer Helms, Financial Officer
Kelsey Gallagher, Administrative Assistant
Erik Gruenes, Town Engineer
Lisa Hatfield, Town Solicitor

Grants:

- Applied for the "trees for Wildlife" native Seedling grant for tree seedling reimbursement
-

Rentals: 1 Rentals

- 11/17/2024- satisfactory inspection, full refund of deposit
- Baseball Field Season Rental- satisfactory Inspection deposit held for next season deposit

Code Enforcement:

- 1 violation issued
  - Dog Leash

FOIA Requests: 1 Received

- Permit Information on Property

Owner Complaints: 2 received

- Police Complaint
- Unrestrained Dog

Respectfully Submitted,

Julie Goodyear
Town Manager

ID	Location where additional lights should be installed throughout Town. Please supply the cross street or specific location(s):	Any additional comments:
1	Carthage court needs more lighting please!	
2	Lighting that is solar power generated should be placed in the parking lots of the town park to deter illicit activity after dark when the park is closed	While there is sometimes police presence and I believe cameras set up, the additional lighting in the parking lot would help limit activity and also increase residences ability to report anything usual.
3	Main st and Ginn St. Ginn st needs lights	
4	Add more lights on South Street near Ginn Street on the side near the open field. Residents children play in the open field at dark.	I also think on South Street near Gray Street and Ginn Street the little side street needs lights since we use that road as a short cut to get to our homes more quickly. I think having additional lighting on that stretch of road is imperative since people walk along that all the time.
5	562 Walnut st	Fix the lights in front of the school on Main Street and the light at the end of walnut street
6	Main st between Ginn St and Brook Ramble Ln., in the new developing area off of Grey St.	
7	Main street from Townsend School to Firehouse.	How come those property's are hooked into the Town anyway.
8	End of Taylor Street (626) off Main Street This dead end street lacks street lights on our side of street, we don't have sidewalks, curbing, drains. etc. at nighttime it is very dark and dangerous. You cannot see when exiting/entering your vehicles, or if a criminal is lurking, or where to step. Also we have had vehicle break-ins, stolen vehicle, and damaged property at our end of street. Lightning would solve these issues.	We have requested a street light end of street for 26 years.
9	None	STOP BUIDLING
10	I don't want any more lights!	It's already too bright, I used to be able to see the stars well in town. Also the survey should say "Resident" not "Owner" if you really want to hear from people who live here.

11	Park	Only if our taxes do not increase. My taxes increased from around $200 when I first moved here about 9 years ago to nearly $1000 today. Ridiculous. A concern over wasted spending and most likely another hike in taxes is the irrigation system installed at the park. Why? So the town maintenance crew can cut over grown weed grass because it certainly isn't grass growing.
12	71 and the entrance to Townsend village 2	No other additional lights are needed in town! We already have traffic back ups due to no turn lanes from the light at Main Street and 71. Really need to figure out that intersection.
13	There is streetlight that is consistently broken on Kaitlyn Drive between houses 10 and 12. In addition to fixing the broken light, we could use two additional streetlights on this street. There are lights at the beginning of the street and the end but really nothing in between.	There are many young children who play on Kaitlyn Drive daily, and the lack of street lighting is a safety concern. This lack of lighting is especially obvious when driving through the rest of the neighborhood and seeing how many lights there are elsewhere.
14	Turn signal at Corner of Main Street and Summit Bridge	
15	Please consider traffic circles before lights. They are just superior in every way.	We were stationed in a germany for 4 years and some of their traffic circles were a circle painted in the middle of the intersection.
16	The entrance into Townsend Village 2 from South Street.	
17	Helen Drive and Kaitlyn Drive Townsend Village 1	The intersection at night is very dark, not safe. If possible for someone to come out at night to observe the intersection.

Town Light Inspection
Performed By: Rick Boyer, Public Works

- Light inspection was performed on 11/11/2024 and took approximately 2 hours. Below, are the results.
- Wiggins Mill Frontage - No light on sidewalks at retention pond. Between 602 and 606
- Wilson and Railroad Ave - No light at Corner - This was where a pole was taken out due to an accident. 568 Railroad.
- Gray and Chestnut - Trees blocking the light
- Chestnut in general is a pretty dark street from end (560 Chestnut) down to Gray St.
- On Railroad Ave, from Main St to Gray St, there is no light
- On Main St, from Town Hall to the firehouse, there is no light. The school message board does provide some light, but that is all.
- On South St, there is no light from Gray St to 483 South St
- On South St, 536 South, a pole was replaced due to accident, but is not operational as of yet.
- Walnut St, there is no light at the end of the street (554 Walnut). Completely dark without porch lights.
- 744 Tracy Cir - light #2040 - is intermittent
- 151 Edgar Rd - light #7936 - is intermittent
- Between 162 and 254, and across the street, 161-157, There is common area in between which is pretty dark.
- 12 Kaitlyn - light # 0452 - out
- Across from post office - 399 Main - light is intermittent - No light #
- 403 Main - light is intermittent - no light #
- At the intersection of Main Street and Summit Bridge Rd, the only light is at Jamie's. (Southwest corner)
- All other lights appeared to be operational at the time of inspection. No other areas with lighting concerns.

VERIZON CONFIDENTIAL AND PROPRIETARY
COMPARE AGAINST ORIGINAL (11.19.24)

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

TOWN OF TOWNSEND, DELAWARE

AND

VERIZON DELAWARE ~~INC.~~LLC

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EXHIBIT A - ~~MUNICIPAL~~PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE
~~EXHIBIT B – SERVICE AREA~~
EXHIBIT ~~C~~B - CUSTOMER SERVICE STANDARDS

Commented [JM1]: Verizon is deleting the Service Area map in all renewal agreements as the deployment of Cable Service has been completed

[PAGE NUMBERS TO BE FINALIZED IN EXECUTION VERSION]

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into on (the "Effective Date" as set forth in Section 2.3) by and between the TOWN OF TOWNSEND, a validly organized and existing political subdivision of the State of Delaware (the "Local Franchising Authority" or "LFA" or "Town") and VERIZON DELAWARE ~~INC.~~LLC, a ~~corporation~~limited liability company duly organized under the applicable laws of the State of Delaware (the "Franchisee").

~~WHEREAS, LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend, and operate a cable communications system in the Franchise Area as designated in this Franchise;~~

WHEREAS, Franchisee is a "cable operator" and LFA is a "local franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and LFA is authorized to grant one (1) or more nonexclusive cable franchises to operate a Cable System within the Town pursuant to ~~applicable state law~~Title VI of the Communications Act;

WHEREAS, LFA granted to Franchisee, effective May 10, 2006, a nonexclusive initial franchise to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the "Initial Franchise");

WHEREAS, Franchisee ~~is in the process of installing~~has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area ~~for the transmission of~~which also transmits Non-Cable Services pursuant to authority granted by the State of Delaware and Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, Franchisee has requested that LFA renew the Initial Franchise to provide Cable Service to residents of the Town;

WHEREAS, pursuant to and in accordance with applicable federal and state law, LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, pursuant to and in accordance with applicable federal and state law, Franchisee submitted to LFA a proposal to renew the Initial Franchise to operate the Cable System in the Franchise Area;

WHEREAS, LFA has examined the past performance of Franchisee, has identified the Town's future cable-related needs and interests, and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

~~WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the Franchise Area, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;~~

~~WHEREAS, LFA has identified the future cable-related needs and interests of LFA and its citizens, has considered the financial, technical, and legal qualifications of Franchisee, and~~

~~has determined that Franchisee's plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;~~

~~WHEREAS, LFA has found Franchisee to be financially, technically, and legally qualified to operate the Cable System;~~

WHEREAS, following good faith negotiations between the parties, LFA and Franchisee have agreed on the terms for a renewal franchise under which Franchisee will continue to operate its Cable System in the Franchise Area;

WHEREAS, LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest and applicable state law; ~~and~~

WHEREAS, LFA and Franchisee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, LFA has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of LFA's grant of a renewal franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Franchise~~/Service~~ Area ~~of LFA~~ pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

~~1.1 *Additional Service Area:* Shall mean any such portion of the Service Area added pursuant to Section 3.1.2 of this Agreement.~~

~~1.2~~1.1 *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, Franchisee.

~~1.3~~1.2 *Basic Service:* Any service tier that includes the retransmission of local television broadcast signals required by this Franchise.

~~1.4~~1.3 *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

~~1.5~~1.4 *Cable System* or *System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7)~~, meaning Franchisee's facility,~~

~~consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.~~ The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise ~~/Service~~ Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

~~1.6~~1.5 *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

~~1.7~~1.6 *Communications Act*: The Communications Act of 1934, as amended.

~~1.8~~1.7 *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.8 *Customer Service Standards*: The Standards for customer service as set forth in Exhibit B.

1.9 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.10 *Fiber to the Premise Telecommunications Network* or *FTTP Network*: Franchisee's network that transmits Non-Cable Services pursuant to the authority granted under the laws of the State of Delaware and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement, and which provides Cable Services from the operation of a Cable System.

~~1.10~~1.11 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, labor strikes, ~~labor~~ disturbances, slowdowns, stoppages and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy including terrorist attacks, orders of the government of the United States or the State of Delaware, actions or inactions of any government instrumentality or public utility other than Franchisee including condemnation to the extent such actions are unforeseeable, accidents for which Franchisee is not primarily responsible, fire, flood, epidemics, pandemics, public health emergencies, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

~~1.11~~1.12 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA during the term of this Franchise.

~~1.12~~1.13 *Franchisee:* Verizon Delaware ~~Inc.~~LLC, and its lawful and permitted successors, assigns, and transferees.

1.14 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee and its Affiliates from the operation of the Cable System to provide Cable Service in the ~~Service Area, provided, however, that~~ LFA, including, but not limited to:

(1) fees charged to Subscribers for Basic Service;
(2) fees charged to Subscribers for any service tier other than Basic Service;
(3) fees charged to Subscribers for premium Cable Services;
(4) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;
(5) fees charged to Subscribers for any optional, per-channel, or per-program Cable Services;
(6) revenue from the provision of any other Cable Services;
(7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
(8) fees for changing any level of Cable Service programming;
(9) fees for service calls;
(10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Services);
(11) fees for leasing of Channels;
(12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
(13) advertising revenues, on a pro rata basis, as set forth herein;
(14) revenue from the sale or rental of Subscriber lists;
(15) revenues or commissions received from the carriage of home shopping channels, on a pro rata basis as set forth herein, subject to Subsection 1.14.5 below;
(16) fees for any and all music services that are deemed to be a Cable Service over the Cable System;
(17) fees for DVR Cable Service;
(18) regional sports programming fees;
(19) late payment fees;
(20) NSF check charges; and
(21) forgone revenue that Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with Subsection 1.14.9 below.

For the avoidance of doubt, advertising revenues shall include the amount of Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.14(13) and 1.14(15) above, is based upon the ratio of the number of Subscribers in the LFA as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Delaware. Franchisee has 100 Subscribers in the LFA, 500 Subscribers in Delaware, and 1,000 Subscribers nationwide. Gross Revenue as to LFA from Ad "A" is ten percent (10%) of

Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is twenty percent (20%) of Franchisee's revenue therefrom.

Gross Revenue shall not include:

~~1.12.1~~1.14.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System in the LFA;

~~1.12.2~~1.14.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

~~1.12.3~~1.14.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

~~1.12.4~~1.14.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that is not Cable Services; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with ~~FCC or state public utility regulatory commission rules,~~ applicable federal and state laws or regulations~~, standards, or orders~~;

~~1.12.5~~1.14.5 Any revenue of Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

~~1.12.6~~1.14.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

~~1.12.7~~1.14.7 The sale of Cable Services to customers, which are exempt, as required or allowed by LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

~~1.12.8~~1.14.8 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a ~~city~~local, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

~~1.12.9~~1.14.9 Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or

other institutions designated in theis Franchise; provided, however, that such foregoneforgone revenue that Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;

1.12.101.14.10 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.12.111.14.11 Program launch fees; and

1.12.121.14.12 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing.; and

1.131.15 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(2024).

1.14 *Service Area:* All portions of the Franchise Area where Cable Service is being offered, including any additional service areas.

Commented [JM2]: Duplicate of definition included below

1.151.16 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.161.17 *Local Franchise**Franchising** Authority* or (*LFA*): The Town of Townsend, Delaware, or the lawful successor, transferee, or assignee thereof.

1.171.18 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

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

1.19 *Normal Operating Conditions*: Those service conditions that are within the control of Franchisee. Those conditions that are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.20 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.21 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafterhereafter exist, which are under the

jurisdiction or control of LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.22 *Service Area*: All portions of the Franchise Area where Cable Service is being offered~~, including any additional service areas~~.

~~1.23 *Service Date*: The date that Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Franchise Area. Franchisee shall memorialize the Service Date by notifying LFA in writing of the same, which notification shall become a part of this Franchise.~~

~~1.24~~1.23 *Service Interruption:* The loss of picture or sound on one (1) or more cable ~~c~~Channels.

~~1.25~~1.24 *Subscriber*: A Person who lawfully receives Cable Service ~~of~~over the Cable System with Franchisee's express permission.

~~1.26~~1.25 *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

~~1.27~~1.26 *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(~~46~~53).

~~1.28~~1.27 *Title II*: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

~~1.29~~1.28 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

~~1.30~~1.29 *Transfer of the Franchise*:

~~1.30.1~~1.29.1 Any transaction in which:

~~1.30.1.1~~1.29.1.1 an ownership or other interest in Franchisee is transferred, directly or indirectly, from one (1) Person or group of Persons to another Person or group of Persons, so that management or control of Franchisee is transferred; or

~~1.30.1.2~~1.29.1.2 the rights held by Franchisee under the~~is~~ Franchise are transferred or assigned to another Person or group of Persons.

~~1.30.2~~1.29.2 ~~However, n~~Notwithstanding Subsection ~~1.31.1~~1.29.1, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the~~is~~ Franchise or the rights held by Franchisee under the~~is~~ Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action that is the result of a merger of the parent of Franchisee; or any action that is the result of a merger of another Affiliate of Franchisee.

~~1.31~~1.30 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.31 *Video Service Provider* or *VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities, or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and ~~the Communications Act~~all applicable laws and regulations, LFA hereby grants Franchisee the right to own, construct, operate, and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed or waived by this grant; nor is such a privilege or power bestowed or waived by this Agreement.

2.2 *LFA Does Not Regulate Telecommunications*: As provided in Section 621 of the Communications Act, 47 U.S.C. § 541, LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending ~~Verizon's~~Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority LFA may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on ~~May 10, 2006~~ (the "Effective Date"). The term of this Franchise shall be ~~fifteen (15)~~five (5) years from the Effective Date until , unless the Franchise is earlier terminated by Franchisee pursuant to Section 2.4 or 2.5 or is revoked by LFA as provided herein.

2.4 *Termination Generally*: Notwithstanding any provision herein to the contrary, Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in Franchisee's sole discretion, upon six (6) ----- months' written notice to LFA.

2.5 *Modification/Termination Based on VSP Requirements*:

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that LFA has required from or imposed upon a VSP, or if LFA enters into any franchise, agreement, license, or grant of authorization with a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and LFA shall, within sixty (60) days of LFA's receipt of Franchisee's written notice, commence

negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSP(s).

2.5.2 Franchisee's notice pursuant to Subsection 2.5.1 shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

(a) commencing franchise renewal proceedings in accordance with Section 626 of the Communications Act, 47 U.S.C. § 546, with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

(b) terminating this Franchise within two (2) years from notice to LFA;

(c) if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) submitting the matter to mediation by a mutually acceptable mediator.

~~2.4~~2.6 *Grant Not Exclusive:* The~~e~~is Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use ~~themselves~~itself, at any time during the term of this Franchise. Any such rights that are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

~~2.5~~2.7 *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

~~2.6~~2.8 *No Waiver*:

~~2.6.1~~2.8.1 The failure of LFA on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

~~2.6.2~~2.8.2 The failure of Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse LFA from performance, unless such right or performance has been specifically waived in writing.

~~2.7~~2.9 *Construction of Agreement*:

~~2.7.1~~2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

~~2.7.2~~2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

~~2.7.3~~2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Franchise, making it commercially impracticable for Franchisee to continue the provision of Cable Services in the LFA, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on Franchisee of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the~~e~~is Franchise, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers*: Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of LFA. However, if the reasonable, necessary, and lawful exercise of the police ~~power~~powers results in any material alteration of the terms and conditions of this Franchise, making it commercially impracticable for Franchisee to continue the provision of Cable Services in the LFA, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on Franchisee of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the~~e~~is Franchise, then Franchisee may terminate this Agreement without further obligation to LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

~~2.8~~2.11*Compliance with Federal and State Privacy Laws*: Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. § 551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. PROVISION OF CABLE SERVICE

~~3.1 *Service Area:*~~

~~3.2~~3.1 *Service Area*: Subject to the issuance of all necessary permits by LFA, Franchisee shall offer Cable Service to ~~significant numbers of Subscribers in~~all residential ~~areas of~~households in the Service Area, and may make Cable Service available to businesses in the Service Area, ~~within twenty-four (24) months of the Service Date of this Franchise, and shall offer Cable Service to all residential areas in the Service Area within five (5) years of the Service Date of the Franchise,~~ except: (A) for periods of Force Majeure; (B) for periods of delay caused by LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, ~~or~~ buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, ~~or~~ buildings or other residential dwelling units ~~that~~ where Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Franchisee; ~~and~~ (F) in areas, developments, ~~or~~ buildings or other residential dwelling units where Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; ~~and~~ (G) in areas where the occupied residential household density does not meet the density requirements set forth in Subsection 3.1.1~~.1.~~; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

~~3.2.1~~3.1.1 ~~*Density Requirement:*~~ Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. ~~Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1, Franchisee shall provide Cable Service to such area within six (6) months of receiving notice from LFA that the density requirements have been met.~~

~~3.2.2 *Additional Service Areas*: Except for the Service Area, Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this Franchise or any Renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify LFA in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.~~

~~3.3~~3.2 *Availability of Cable Service*: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's

expense, other than a standard installation charge, all residential dwelling units that are within one hundred twenty-five (125) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred twenty-five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

~~3.4~~3.3 *Cable Service to Public Buildings*: If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, ~~S~~subject to Section 3.1, if requested by LFA pursuant to written notice to Franchisee, Franchisee shall provide, without charge within the Service Area, one (1) service outlet activated for Basic Service (or equivalent) to each current municipal building, fire station, K-12 public school, police station, and public library as may be designated by LFA in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred twenty-five (125) feet solely to provide service to any such school or public building, LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred twenty-five (125) feet, or of releasing Franchisee from the obligation to provide service to such school or other public building. Furthermore, Franchisee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty-five (125) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. SYSTEM OPERATION

The parties recognize that Franchisee's FTTP Network ~~is being~~has been constructed and will continue to be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of LFA over such Telecommunications Facilities is restricted by federal and state law, and LFA does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1 *Technical Requirements*: Franchisee shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of Cable Services for all cable programming services throughout the LFA. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electrical Code and any other applicable federal laws and the laws of the State of Delaware, to the extent not in conflict with federal law and regulations.

~~5.1~~5.2 *System Characteristics:* Franchisee's Cable System shall meet or exceed the following requirements:

~~5.1.1~~5.2.1 The System shall be ~~designed~~operated with an initial ~~analog and~~ digital carrier passband between ~~50~~57 and ~~860~~861 MHz.

~~5.1.2~~5.2.2 The System shall be designed to be operated as an active two-way plant for ~~s~~Subscriber interaction, if any, required for the selection or use of Cable Services and that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

~~5.2~~5.3 *Interconnection:* Franchisee shall ~~design~~operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

~~5.3~~ *Emergency Alert System*:

5.4 Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

6. FRANCHISE FEES

6.1 *Payment to LFA:* Franchisee shall pay to LFA a ~~F~~franchise fee of three percent (3%) of annual Gross Revenue; provided, however, that if LFA issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee, then the percentage of the franchise fee payment due under this Agreement shall be reduced to match such lower percentage over the same time period. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the~~e~~is Franchise for the computation of the ~~F~~franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly ~~F~~franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2 *Supporting Information:* Each ~~F~~franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions*: The parties agree that the period of limitation for recovery of any ~~F~~franchise fee payable hereunder shall be three (3) years from the date on which payment by Franchisee is due.

6.4 *Bundled Services*: If Cable Services ~~subject to the Franchise fee required under this Article 6~~ are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue shall be adjusted, if needed, to include only ~~Franchise fee shall be applied only to~~ the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC ~~or state public utility regulatory commission~~ rules, regulations, standards, or orders and generally accepted accounting principles.

7. CUSTOMER SERVICE

Customer Service ~~Requirements~~Standards are set forth in Exhibit ~~C~~B, which shall be binding unless amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records*: Upon reasonable written notice to Franchisee and with no less than thirty (30) business days' written notice to Franchisee, LFA shall have the right to inspect Franchisee's books and records pertaining to this Agreement or Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the~~e~~is Franchise that is under review, so that Franchisee may organize the necessary books and records for appropriate access by LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the ~~Service~~Franchise Area. LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required*: Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all written ~~c~~Complaints for a period of three (3) years after receipt by Franchisee. The term "~~c~~Complaint" as used herein refers to ~~c~~Complaints about any aspect of the Cable System or Franchisee's ~~c~~Cable Service operations, including, without limitation, ~~c~~Complaints about employee courtesy. Complaints recorded will not be limited to ~~c~~Complaints requiring an employee service call;

8.2.2 Records of Significant ~~o~~Outages for a period of three (3) years after occurrence, indicating date, duration, area, ~~and~~ the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), ~~and~~ the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended~~; and~~.

~~8.2.5 A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.~~

9. INSURANCE AND INDEMNIFICATION

9.1 *Insurance*:

9.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise ~~T~~term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of ~~one~~three million dollars ($~~1~~3,000,000) ~~combined single limit~~per occurrence for property damage and bodily injury and three million dollars ($3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering . ~~Such insurance shall cover~~ the construction, operation, and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the Franchise Area.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage coverage covering all owned, non-owned and hired vehicles.

~~9.1.1.3~~ Workers' Compensation Insurance meeting all legal requirements of the State of Delaware and ~~.~~

~~9.1.1.4~~9.1.1.3 Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars ($100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars ($100,000) each employee ~~limit~~; five hundred thousand dollars ($500,000) disease policy limit.

9.1.2 LFA shall be ~~designated~~included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability ~~each of the~~ insurance policies ~~required in this Article 9 except Worker's Compensation and Employer's Liability Insurance~~.

9.1.3 Upon receipt of notice from its insurer(s), Franchisee shall ~~not cancel~~provide LFA with thirty (30) days' prior written notice of cancellation of any ~~required~~ insurance policy ~~without submitting documentation to LFA verifying that Franchisee has obtained alternative insurance in conformance with~~required by this Agreement.

9.1.4 Each of the required insurance policies shall be with ~~sureties~~insurers qualified to do business in the State of Delaware, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification*:

9.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend LFA, its officers, agents, boards, and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that LFA shall give Franchisee written notice of LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection 9.2.1. Notwithstanding the foregoing, Franchisee shall not indemnify LFA for any damages, liability, or claims resulting from the willful misconduct or negligence of LFA, its officers, agents, employees, attorneys, consultants, independent contractors, or third parties or for any activity or function conducted by any Person other than Franchisee in connection with EAS or the distribution of any Cable Service over the Cable System.

9.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 9.2.1, Franchisee shall provide the defense of any claims brought against LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent LFA from cooperating with Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with LFA, Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement ~~do not include~~includes the release of LFA, and LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify LFA shall in no event exceed the amount of such settlement.

9.2.3 LFA shall hold harmless and defend Franchisee from and against, and shall be responsible for damages, liability, or claims resulting from or arising out of, the willful misconduct or negligence of LFA.

9.2.4 LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. Franchisee shall not be required to indemnify LFA for acts of LFA that constitute willful misconduct or negligence on the part of LFA, its officers, employees, agents, attorneys, consultants, independent contractors, or third parties.

10. TRANSFER OF FRANCHISE

~~*Transfer:*~~ Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of LFA, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section ~~1.31~~1.29 above.

11. RENEWAL OF FRANCHISE

11.1 *Governing Law:* LFA and Franchisee agree that any proceedings undertaken by LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

11.2 *Needs Assessments:* In addition to the procedures set forth in ~~said~~ Section 626 of the Communications Act, LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by LFA promptly so that Franchisee has adequate time to submit a proposal under Section 626 and complete renewal of the~~e~~is Franchise prior to expiration of its term.

11.3 *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and LFA agree that at any time during the term of ~~the then current~~this Franchise, while affording the public appropriate notice and opportunity to comment, LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of ~~the then current~~this Franchise, and LFA may grant a renewal ~~thereof~~hereof.

11.4 *Consistent Terms:* Franchisee and LFA consider the terms set forth in this Article ~~12~~11 to be consistent with the express provisions of Section 626.

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 *Notice of Violation*: If at any time LFA believes that Franchisee has not complied with the terms of the~~e~~is Franchise, LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article 12, the "Noncompliance Notice"). If LFA does not notify Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of LFA hereunder or pursuant to applicable law. Notwithstanding the foregoing, Franchisee shall not be prohibited from raising any applicable defenses under the law.

12.2 *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to LFA in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify LFA of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, LFA shall provide written confirmation that such cure has been effected.

12.3 *Public Hearing*: In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article 12, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 12.2(iii) above, if LFA seeks to continue its investigation into the alleged noncompliance, then LFA shall schedule a public hearing. LFA shall provide Franchisee at least thirty (30) business days' prior written notice of such public hearing, which will specify the time, place, and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

12.4 *Enforcement*: Subject to applicable federal and state law, in the event LFA, after the public hearing set forth in Section 12.3, determines that Franchisee is in default of any provision of this Franchise, LFA may:

12.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5.

12.5 *Revocation*: Should LFA seek to revoke this Franchise after following the procedures set forth above in this Article 12, including the public hearing described in Section 12.3, LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event LFA has not received a satisfactory response from Franchisee, it may then seek ~~termination~~revocation of the~~is~~ Franchise at a second public hearing. LFA shall cause to be served upon Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the~~is~~ Franchise.

12.5.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees, or consultants of LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

12.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to LFA in writing, and thereafter LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Franchisee. LFA shall also determine whether it will revoke the~~is~~ Franchise based on the information presented or, where applicable, grant additional time to Franchisee to effect any cure. If LFA determines that it will revoke the~~is~~ Franchise, LFA shall promptly provide Franchisee with a written determination setting forth LFA's reasoning for such revocation. Franchisee may appeal such written determination of LFA to an appropriate court of competent jurisdiction, which shall have the power to review the decision of LFA ~~*de novo*~~consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within ~~sixty (60) days of Franchisee's receipt of the written determination of LFA~~ the time frame permitted by law.

12.5.3 LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce LFA's rights under theis Franchise in lieu of revocation of the Franchise.

~~12.6 *Franchisee Termination:* Franchisee shall have the right to terminate this Franchise and all obligations hereunder within ninety (90) days after the end of three (3) years from the Service Date of this Franchise, if at the end of such three (3) year period Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System. Franchisee may consider Subscriber penetration levels outside the Franchise Area in this determination. Notice to terminate under this Section 12.6 shall be given to LFA in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days' prior written notice of its intent to cease Cable Service operations.~~

13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties*: In any action by LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed, or conditioned.

13.2 *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective ~~heirs, beneficiaries, administrators, executors,~~ receivers, trustees, successors, and assigns, and the promises and obligations herein shall survive the expiration date hereof.

13.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of LFA.

13.4 *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of theis Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure event.

13.5 *Good Faith Error*: ~~Furthermore, t~~The parties hereby agree that it is not LFA's intention to subject Franchisee to penalties, fines, forfeitures, or revocation of theis Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by LFA and/or Subscribers.

13.6 *Delivery of Payments*: Franchisee may use electronic funds transfer to make any payments to LFA required under this Agreement.

~~13.6~~13.7 *Notices:* Unless otherwise expressly stated herein, notices required under th~~e~~is Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

~~13.6.1~~13.7.1 Notices to Franchisee shall be mailed to:

~~William Allan,~~ President
Verizon Delaware ~~Inc.~~LLC
901 Tatnall Street, 2nd Floor
Wilmington, DE 19801

~~13.6.2~~13.7.2 with a copy to:

~~Jack White~~
~~Senior Vice President and General Counsel~~
~~Verizon Telecom~~
~~One Verizon Way~~
~~Room VC43E010~~
~~Basking Ridge, NJ 07920-1097~~Verizon
1300 I Street NW, Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, Vice President and
Deputy General Counsel

~~13.6.3~~13.7.3 Notices to LFA shall be mailed to:

Mayor
Town of Townsend
P.O. Box 223
~~661 South Street~~141 Main Street
Townsend, DE 19734

~~13.6.4~~13.7.4 with a copy to:

Town Clerk
Town of Townsend
P.O. Box 223
~~661 South Street~~141 Main Street
Townsend, DE 19734

~~13.7~~13.8 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and LFA and supersedes all prior or contemporaneous agreements, representations, or understanding (written or oral) of the parties

regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

~~13.8~~13.9 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

~~13.9~~13.10 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

~~13.10~~13.11 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the~~e~~is Franchise.

~~13.11~~13.12 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

~~13.12~~13.13 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

~~13.13~~13.14 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the~~e~~is Franchise, or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI set out in this Agreement.

~~13.14~~13.15 *Certain Exceptions*. LFA and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the ~~A~~agreement.

13.16 *No Third Party Beneficiaries*: Except as expressly provided herein, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts*: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile,

email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts

[SIGNATURE PAGE FOLLOWS]

~~AGREED TO THIS ____ DAY OF _____, 2006.~~

TOWN OF TOWNSEND, DELAWARE

By: _____

~~David B. Raughley~~
~~Mayor~~

Print: _____

Title: _____

Date: _____

VERIZON DELAWARE ~~INC.~~LLC

By: _____
~~William Allan~~
~~President, Verizon Delaware Inc.~~

Print: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A: Public~~Municipal~~ Buildings to be Provided Free Cable Service

~~Exhibit B: Service Area~~

Exhibit ~~C~~B: Customer Service Standards

EXHIBIT A

~~MUNICIPAL~~PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Town Hall
Town of Townsend
~~P.O. Box 223~~
~~661 South Street~~141 Main Street
Townsend, DE 19734

~~**EXHIBIT B**~~

~~**SERVICE AREA**~~

~~**The Service Area is shown in the map set forth below. This map may change as a result of annexation during the Agreement's term.**~~

EXHIBIT ~~C~~B

CUSTOMER SERVICE STANDARDS

These ~~s~~Standards shall~~, starting six months after the Service Date,~~ apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise ~~a~~Area.

SECTION 1: DEFINITIONS

A. Respond: Franchisee's investigation of a Service Interruption ~~by~~after receiving a Subscriber call ~~and~~by opening a trouble ticket, if required, and responding to the call.

B. Significant Outage: A ~~s~~Significant ~~o~~Outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. Service Call: The action taken by Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the ~~s~~Subscriber is within one hundred twenty-five (125) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers ~~in the Franchise Area~~ and/or residents in the Franchise Area regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the ~~Service~~Franchise Area ~~must be available to receive reports of Service Interruptions twenty four (24) hours a day, seven (7) days a week, and other inquiries at least forty five (45) hours per week.~~ must respond to Subscriber telephone inquiries during Normal Business Hours. Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained Franchisee representative on the next business day.

B. Franchisee's telephone numbers shall be listed, with appropriate description (e.g., administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by Franchisee.

C. Franchisee may, at any time, use an ~~Automated Response Unit ("~~ARU~~")~~ or a ~~Voice Response Unit ("~~VRU~~")~~ to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if ~~customers~~Subscribers do not select any option, the ARU or VRU will forward

the call to a queue for a live representative. Franchisee may reasonably substitute this requirement with another method of handling calls from ~~customers~~Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by Franchisee shall be answered within thirty (30) seconds. Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to Franchisee shall receive a busy signal no more than three percent (3%) ~~percent~~ of the time during any calendar quarter.

F. At Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify LFA of such a change at least thirty (30) days in advance of any implementation.

G. Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complains indicates a clear failure to comply.

~~E.~~

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electrical Code, and the National Electrical Safety Code ~~rules~~, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the ~~customer's~~Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the ~~customer's~~Subscriber's premises.

Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding ~~customer~~Subscriber requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the ~~customer's~~Subscriber's premises.

C. At Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify LFA of such a change not less than thirty (30) days in advance of any implementation.

D. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) ~~hours~~hour ~~scheduled~~ time block scheduled during ~~appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception~~Normal Business Hours. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

~~C. At Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify LFA of such a change not less than thirty (30) days in advance.~~

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. Franchisee shall promptly notify LFA of any Significant Outage of the Cable Service.

B. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after LFA and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt Cable Service.

~~C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.~~

~~D.~~C. Under Normal Operating Conditions, Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service ~~problems~~problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving ~~s~~Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or LFA of a Cable Service problem and shall diligently pursue to completion.

~~E.~~D. Under Normal Operating Conditions, Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably

available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

E. Franchisee shall meet the standard in Subsection ~~E of this Section~~4.D. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarter~~ly~~ basis.

F. At Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify LFA of such a change not less than thirty (30) days in advance of any implementation.

G. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected ~~Subscriber(s)~~Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

~~At Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify LFA of such a change not less than thirty (30) days in advance.~~

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Franchisee shall issue an automatic credit to the affected Subscribers in ~~the~~an amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected ~~s~~Subscribers in ~~the~~an amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee, provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.~~s within the next available billing cycle following the outage.~~

I. With respect to service issues concerning ~~c~~Cable ~~s~~Services provided to LFA facilities, Franchisee shall Respond to all inquiries from LFA within four (4) hours, ~~and~~ shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions, and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, Franchisee shall notify LFA in writing as to the reason(s) for the delay and provide an estimated time of repair.

~~I~~J. Franchisee may provide all notices identified in this Section 4 electronically or on-screen.

SECTION 5: ~~CUSTOMER~~SUBSCRIBER COMPLAINTS

Under Normal Operating Conditions, Franchisee shall investigate Subscriber ~~c~~Complaints referred by LFA within seventy-two (72) hours of receipt. Franchisee shall notify LFA of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial ~~c~~Complaint. LFA may require

reasonable documentation to be provided by Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, "resolve" means that Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the ~~Customer's~~Subscriber's ~~c~~Complaint and advise the ~~Customer~~Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills ~~must~~shall be clear, concise, and understandable. Bills shall be fully itemized to ~~describe Cable Services purchased by Subscribers~~include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, ~~F~~franchise fees, taxes, and/or other governmentally imposed fees. Franchisee shall maintain records of the date and place of ~~mailing~~delivery of bills.

~~B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.~~

~~C.~~B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt, however, the current portion of that bill shall not be considered past due ~~except in accordance with Subsection 6.B. above~~.

~~D.~~C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; ~~and~~

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute~~.~~; and

(4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

~~E.~~D. Under Normal Operating Conditions, Franchisee shall initiate investigation and resolution of all billing ~~c~~Complaints received from Subscribers within five (5) business days of receipt of the ~~c~~Complaint. Final resolution shall not be unreasonably delayed.

~~F.~~E. Franchisee shall provide a telephone number and address on the bill for Subscribers to contact Franchisee.

~~G.~~F. Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to LFA upon written request.

~~H. Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Franchisee, the payment alternative may be limited.~~

G. LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

~~SECTION 7: DEPOSITS, REFUNDS, AND CREDITS~~

~~A. Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Franchisee, or 3) who rent Subscriber equipment from Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Franchisee may charge for Subscriber equipment is the cost of the equipment that Franchisee would need to purchase to replace the equipment rented to the Subscriber.~~

~~B. Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. Franchisee shall pay interest on other deposits if required by law.~~

~~C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund (*e.g.*, equipment return and final bill payment).~~

~~D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.~~

~~E. Bills shall be considered paid when appropriate payment is received by Franchisee or its authorized agent. Appropriate time considerations shall be included in Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.~~

SECTION ~~8~~7: RATES, FEES, AND CHARGES

A. Franchisee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to ~~Franchisee~~Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects ~~Franchisee~~Franchisee's equipment

incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect Franchisee's equipment ~~(for example, a dog chew)~~.

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION ~~9~~8: DISCONNECTION/DENIAL OF SERVICE

A. Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless Franchisee ~~mails~~delivers a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be ~~mailed~~delivered to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service ~~Interruption~~termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Franchisee's equipment, abusive and/or threatening behavior toward Franchisee's employees or representatives, ~~or~~ refusal to provide credit history information, or refusal to allow Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

~~D. Charges for cable service will be discontinued at the time of the requested termination of service by the subscriber, except equipment charges may by applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this Subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee and to receive Cable Service or other multi-channel video service from another Person or entity.~~

SECTION ~~10~~9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers ~~outside the office of Franchisee~~at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. Franchisee shall make reasonable ~~effort~~efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of Franchisee and its contractors or subcontractors shall be clearly identified as such to the public.

Specifically, Franchisee vehicles shall have Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing Franchisee shall be conducted in a courteous manner.

~~C. Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Franchisee may be referred to LFA.~~

~~D.~~C. All notices identified in this Section 9 shall be by either:

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber; ~~or~~

(2) A separate electronic notification~~.~~;

(3) A separate on-screen notification; or

~~(3)~~(4) Any other reasonable written means.

~~E.~~D. Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including ~~c~~Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Franchisee, and Franchisee shall provide a copy of the notice to LFA including how and where the notice was given to Subscribers.

~~F.~~E. Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection ~~10.E.~~9.D., at least thirty (30) days prior to making significant changes in the information required by this Subsection 9.E. if within the control of Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of LFA, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

~~A copy of notices required in this Subsection 10.F. will be given to LFA at least fifteen (15) days prior to distribution to subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.~~

~~G.~~F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

~~H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.~~

~~I.~~G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

~~(4)~~ The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

~~(5)~~(4) ~~LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.~~

Commented [JM3]: Moved to Subsection 6.G. above

TOWN OF TOWNSEND
GENERAL FUND INCOME STATEMENT
October 31, 2024

REVENUES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Fire House Impact Fees	15,000.00	3,000.00	(12,000.00)	20%
Franchise Fees	20,000.00	4,092.80	(15,907.20)	20%
Interest Income	55,000.00	45,584.65	(9,415.35)	83%
Miscellaneous Income	2,000.00	1,807.50	(192.50)	90%
Filing Fees	-	500.00	500.00	
Property Transfer Taxes	250,000.00	177,649.41	(72,350.59)	71%
Real Estate Property Tax	633,200.00	672,100.49	38,900.49	106%
Violations, Fines & Penalties	2,500.00	1,002.50	(1,497.50)	40%
Rental Registration Fee	1,700.00	-	(1,700.00)	0%
Total Administrative Revenues	**979,400.00**	**905,737.35**	**(73,662.65)**	**92%**
Impact Fees	135,000.00	27,000.00	(108,000.00)	20%
Permits and Fees	71,900.00	16,835.00	(55,065.00)	23%
Town Permits	142,900.00	37,476.24	(105,423.76)	26%
Total Permits & Licenses Revenues	**349,800.00**	**81,311.24**	**(268,488.76)**	**23%**
Park rental	1,500.00	725.00	(775.00)	48%
Total Park & Recreation Revenues	**1,500.00**	**725.00**	**(775.00)**	**48%**

Grants Revenue	314,500.00	99,877.10	(214,622.90)	32%
Municipal Street Aid Grant	59,200.00	29,889.36	(29,310.64)	50%
Total Grant Revenues	**373,700.00**	**129,766.46**	**(243,933.54)**	**35%**
Community Events: Donations	1,800.00	-	(1,800.00)	0%
Town Fair Donation	5,000.00	5.00	(4,995.00)	0%
Veterans & Social Services Donations	-	45.00	45.00	
Community Events: Town Fair	2,000.00	-	(2,000.00)	0%
Total Community Events Revenues	**8,800.00**	**50.00**	**(8,750.00)**	**1%**
General Fund Revenue Totals	**1,713,200.00**	**1,117,590.05**	**-595,609.95**	**65%**

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Fire House Impact Fees	15,000.00	-	(15,000.00)	0%
Advertising	300.00	-	(300.00)	0%
Accounting Audit	30,000.00	12,500.00	(17,500.00)	42%
Bank Fees & Reward Credits	-	(475.39)	(475.39)	
Computer/Software Support	48,500.00	23,165.17	(25,334.83)	48%
DE League of Local Governmts	2,800.00	1,575.00	(1,225.00)	56%
Decorations	1,000.00	-	(1,000.00)	0%
Elections Expense	1,000.00	-	(1,000.00)	0%
Copier Maintenance Agreement	3,500.00	760.79	(2,739.21)	22%
Town Insurance	26,000.00	12,969.17	(13,030.83)	50%
Town Hall Cleaning/Pest Crtl	2,400.00	750.00	(1,650.00)	31%
Membership Fees	500.00	225.00	(275.00)	45%
General Town Hall Expenses	10,000.00	404.86	(9,595.14)	4%
Office Equipment	2,000.00	-	(2,000.00)	0%
Security System @ 141 Main Street	1,500.00	659.77	(840.23)	44%
Office Supplies	2,800.00	771.99	(2,028.01)	28%

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Flowers & Gifts	1,000.00	-	(1,000.00)	0%
Code Red	3,000.00	2,890.85	(109.15)	96%
Postage & Delivery	4,600.00	1,263.46	(3,336.54)	27%
Town Merchandise/Uniforms	700.00	-	(700.00)	0%
General Legal	60,000.00	9,040.60	(50,959.40)	15%
New Hire/Urgent Care	500.00	75.00	(425.00)	15%
Board of Adjustment	5,000.00	-	(5,000.00)	0%
IPA Services	1,000.00	-	(1,000.00)	0%
Subscription Fee	2,400.00	119.99	(2,280.01)	5%
Training Classes	2,500.00	600.00	(1,900.00)	24%
Trash Collection Service	241,200.00	79,599.52	(161,600.48)	33%
Travel & Entertainment	1,500.00	-	(1,500.00)	0%
Realized Gains/Losses	-	(80,162.87)	(80,162.87)	
Utilities - Town Hall	15,000.00	3,901.60	(11,098.40)	26%
Total Administrative Expenditures	**485,700.00**	**70,634.51**	**(415,065.49)**	**15%**
Payroll & Benefits	552,300.00	177,506.49	(374,793.51)	32%
Total Payroll Expenditures	**552,300.00**	**177,506.49**	**(374,793.51)**	**32%**
Street Lights	111,100.00	33,289.16	(77,810.84)	30%
Total Street Lights Expenditures	**111,100.00**	**33,289.16**	**(77,810.84)**	**30%**
General Engineering	60,000.00	9,710.00	(50,290.00)	16%
Studies	-	5,800.00	5,800.00	
Code Enf/Inspections	65,100.00	22,897.50	(42,202.50)	35%
Lot Grading Reviews	13,800.00	-	(13,800.00)	0%
Charter/Comp Plan Fees	1,000.00	-	(1,000.00)	0%
Total Code & Planning Expenditures	**139,900.00**	**38,407.50**	**(101,492.50)**	**27%**
Town Equipment Fuel	3,000.00	980.85	(2,019.15)	33%

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Park Maintenance Expense	35,000.00	18,393.10	(16,606.90)	53%
Vehicle/Equipment Maintenance	3,700.00	1,892.75	(1,807.25)	51%
Public Works Equipment	4,300.00	546.49	(3,753.51)	13%
Public Works Uniforms	1,200.00	793.45	(406.55)	66%
Town Landscaping & Beautification	2,500.00	-	(2,500.00)	0%
Street Repairs: Maintenance	59,200.00	43,706.77	(15,493.23)	74%
Street Repairs: Snow Removal	20,000.00	-	(20,000.00)	0%
Total Public Works Expenditures	**128,900.00**	**66,313.41**	**(62,586.59)**	**51%**
Community Relations	1,300.00	-	(1,300.00)	0%
Community Events Expense	10,500.00	70.90	(10,429.10)	1%
National Wildlife Foundation/Habitats	600.00	-	(600.00)	0%
Total Community Events Expenditures	**12,400.00**	**70.90**	**(12,329.10)**	**1%**
Capital Expenses	93,900.00	497,060.22	403,160.22	529%
Total Capital Expenditures	**93,900.00**	**497,060.22**	**403,160.22**	**529%**
General Fund Expenditure Totals	**1,524,200.00**	**883,282.19**	**(640,917.81)**	**58%**

TOWN OF TOWNSEND
POLICE INCOME STATEMENT
October 31, 2024

REVENUES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Impact Fees: Public Safety	22,500.00	6,000.00	(16,500.00)	27%
Fines - Police	3,000.00	4,977.82	1,977.82	166%
Grant Revenue	373,300.00	373,260.00	(40.00)	100%
Miscellaneous Income	4,200.00	-	(4,200.00)	0%
Transfers In	208,000.00	-	(208,000.00)	0%
Total Police Revenues	**611,000.00**	**384,237.82**	**(226,762.18)**	**63%**

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Community Relations	1,000.00	-	(1,000.00)	0%
Repairs & Maint - Vehicles/Equipment	8,400.00	3,233.28	(5,166.72)	38%
PD Bldg Expenses	800.00	875.96	75.96	109%
Computer/Software Expense	900.00	523.36	(376.64)	58%
PD Cleaning	1,200.00	400.00	(800.00)	33%
PD Pest Control	800.00	150.00	(650.00)	19%
PD Equipment/Office Equipment	2,800.00	1,017.30	(1,782.70)	36%

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Postage & Delivery	500.00	86.13	(413.87)	17%
Prisoner Meals	100.00	-	(100.00)	0%
Training Classes	4,800.00	384.00	(4,416.00)	8%
Office / Cleaning Supplies	900.00	243.24	(656.76)	27%
DUI Blood Draws	100.00	-	(100.00)	0%
Memberships & Subscriptions	400.00	-	(400.00)	0%
Fuel	11,000.00	1,981.21	(9,018.79)	18%
Insurance - (Gen Liability & Property)	8,000.00	3,960.83	(4,039.17)	50%
Uniforms: PD	3,900.00	559.03	(3,340.97)	14%
Legal Services	2,500.00	355.50	(2,144.50)	14%
Utilities - PD	15,500.00	4,183.13	(11,316.87)	27%
Total Administrative Expenditures	**63,600.00**	**17,952.97**	**(45,647.03)**	**28%**
Payroll & Benefits	358,900.00	98,435.21	(260,464.79)	27%
Total Payroll Expenditures	**358,900.00**	**98,435.21**	**(260,464.79)**	**27%**
Capital Expense - PD	377,500.00	17,646.96	(359,853.04)	5%
Total Capital Expenditures	**377,500.00**	**17,646.96**	**(359,853.04)**	**5%**
Total Police Expenditures	**800,000.00**	**134,035.14**	**(665,964.86)**	**17%**

TOWN OF TOWNSEND
SPECIAL REVENUE FUND INCOME STATEMENT
October 31, 2024

REVENUES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Grants Revenue	501,200.00	-	(501,200.00)	0%
Special Revenue Fund Revenue Totals	**501,200.00**	**-**	**(501,200.00)**	**0%**

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Capital Expenses - ARPA	501,200.00	353,322.70	(147,877.30)	70%
Special Revenue Fund Expenditure Totals	**501,200.00**	**353,322.70**	**(147,877.30)**	**70%**

TOWN OF TOWNSEND
POLICE GRANTS INCOME STATEMENT
October 31, 2024

REVENUES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Police Grants Revenue	21,100.00	18,936.33	(2,163.67)	90%
Police Grants Fund Revenue Totals	**21,100.00**	**18,936.33**	**(2,163.67)**	**90%**

EXPENDITURES	BUDGET	ACTUAL	OVER/(UNDER)	Target % for Oct 33%
Overtime	12,700.00	2,374.40	(10,325.60)	19%
FICA	-	12.58	12.58	
Misc Expense	8,400.00	3,198.90	(5,201.10)	38%
Police Grants Fund Expenditure Totals	**21,100.00**	**5,585.88**	**(15,514.12)**	**26%**

Sponsor:
Mayor Scott Lobdell

RESOLUTION
2024-00**
A Resolution to Affirm the change in ARPA (American Rescue Plan Act) Funding Allocation

WHEREAS, in accordance with Section 603(C) of the Social Security Act and the final decision ruling from the Department of Treasury on April 1, 2022, the Finance Committee, Financial Officer, Town Manager and Town Council have made a comprehensive study of the existing funding allocations from the ARPA Funds received; and

WHEREAS, it is the findings and conclusion of the Town of Townsend Finance Committee, Town Financial Officer, Town Manager and Town Council that the funding allocations need to be exchanged to other projects to better suite the Town's projects and timelines for completion to remain in compliance with the ARPA funding timeline requirements.

NOW, THEREFORE, BE IT RESOLVED that ARPA funds will be re-allocated to the following structure.

Re-allocation of $62,910.80 originally slated for the parks and trails grant project to be moved to the land acquisition purchase of 646 Wiggins Mill Road (Council approved acquisition on May 1st, 2024 meeting date).

Any future plans for the parks and trails grant projects will be utilizing general funds.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Seal of the Town of Townsend to be affixed this _____ day of _____ 2024.

Passed and Approved This ____day of _____ 2024.

TOWN OF TOWNSEND

_____
Scott Lobdell, Mayor

ATTEST:

_____
Julie Goodyear, Town Manager

Vote of Council	Yea	Na	Abs
Mayor Lobdell			
CM D. Wiggins			
CM J. Bangura			
CM M. Chapman			
CM M. Suhr			

The Mayor and Council of the Town of Townsend

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Mayor
Scott Lobdell

Councilman
Joseph
Bangura, PhD

Councilman
Matthew
Chapman

Councilman
Marcus Suhr

Councilman
Dylan Wiggins

Introduced by:
Mayor Lobdell
Introduction on:
October 2nd, 2024

ORDINANCE 2024-003

AN ORDINANCE TO AMEND CHAPTER 12 OF THE TOWNSEND MUNICIPAL CODE AS RELATED TO TRASH AND RECYCLING COLLECTION AND CHAPTER 4 OF THE TOWNSEND MUNICIPAL CODE AS RELATED TO THE FEE SCHEDULE

WHEREAS, the current Townsend Municipal Code prohibits dumpsters at properties which are zoned in residential districts; and

WHEREAS, property owners within residential districts may need to utilize dumpsters from time to time to for matters related to trash collection and building permits; and

WHEREAS, safeguards must be put into place when allowing for permits in residential districts to ensure no safety concerns are presented with the temporary dumpster.

NOW THERFORE, BE IT ENACTED BY THE COUNCIL OF THE TOWN OF TOWNSEND that the following Sections are Changed as follows:

Section 1. Amends Chapter 12.12.080 Trash And Recycling Collection of the Townsend Municipal code by striking the following as noted with strikethrough and adding the following as noted by underline:

12.12.80 Trash And Recycling Collection

A. Trash must be placed at the curb no earlier than 24 hours prior to scheduled trash pick-up. All trash containers must be removed from the sidewalk area no later than 24 hours after trash pick-up. Trash containers and/or bags should be placed at the edge of the property so as not to block the sidewalk.

B. Commercial and retail establishments and apartments may use the trash company of their choice (preferably whoever has the town contract) that best suits their needs at the Owners expense. Dumpsters are to be auto renewed for all

Commercial Locations with a successful business license renewal on an annual basis. In addition to the business license renewal requirement, all dumpster placements must comply with Section C limitations.

~~C. C. Dumpsters will not be permitted at properties that are zoned residential.~~

C. Dumpsters and/or roll off containers or portable storage containers for the purpose of remodeling, storage, cleanup of debris, etc. in residential areas noted in the Towns Comprehensive Plan (R, R-1, R-1A, R-2 & R-3), must be permitted by the Town for a stated period of time not to exceed thirty (30) days with the opportunity to extend an additional thirty (30) days. Such dumpster(s) or portable storage containers are subject to the following limitations:

1. Dumpster(s) or portable storage containers when placed in the front of the property shall be placed on hard concrete or asphalt surface. The location shall not affect the health, safety, and/or welfare of the neighborhood in accordance with Section 10.04.010 of the Townsend Municipal Code.
2. Footings for the dumpster are to be sufficient as to prevent damage to the public asphalt or ground the dumpster is placed on. Footings are for example plywood or other sufficiently durable material.
3. Portable storage container(s) when stored in the rear or side of the property, must meet the setback requirements in accordance to that of an accessory structure.
4. No dumpster shall be overfilled and shall be emptied in accordance with Section 12.12.010 of the Townsend Municipal Code.
5. Every Dumpster container shall conform to all local, state and federal specifications.
6. Fees for Dumpster Permits will be outlined in Chapter 4.12 Fee Schedule.

D. Definitions

a. Dumpsters are to be defined as; “A steel container with a capacity of not less than two (2) cubic yards, or more than nine (9) cubic yards, designed to facilitate collection services either by hydraulic lift or cable winch pull-off mechanism.

b. Roll off Container is to be defined as; “ A large metal container (i.e., typically with a capacity of ten (10), twenty (20), thirty (30) or forty (40) cubic yards) used for the collection of solid waste, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

c. Dumpster Placement is to be defined as; Dumpsters and roll-off containers must be placed on a stable, firm, and level surface and must be easily accessible for pickup and collection. The Dumpster or roll-off container shall be placed in the rear of the property whenever possible and when not possible in an area as inconspicuous as possible.

Section 2. Amends Chapter 4.12.020 Fees Enumerated of the Townsend Municipal code by adding the following as noted by underline:

3. Permit Fees

Dumpster fee : $0.00

Dumpster extension fee: $50 per extension as authorized by Town Manager

Dumpster Violations for Sections #1 and #2: The first violation a monetary penalty shall be assessed of not less than $100. Each subsequent violation shall incur a penalty of not less than $200.

Exceptions to the Violations are Chapter 12.12.080 Section A

Section 3. This Ordinance shall become effective immediately upon passage.

Adopted by at least a majority of the Council members of the Town of Townsend on this ____day of _____, 2024.

Introduction

Public Hearing

Final Reading

Adoption

Signed By

_____

Mayor

Town of Townsend, Delaware

Attest: _____

Town Clerk