

AGENDA
Luray Town Council Work Session
Tuesday, August 26, 2025
5:30pm

- | | |
|-----------------------------------------------------|-----------------|
| I. CALL TO ORDER | Mayor Lillard |
| II. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG | Mayor Lillard |
| III. ROLL CALL | Danielle Alger |
| IV. UPDATES & DISCUSSION ITEMS | |
| A) Proclamation of Appreciation – Deb Nealis | Mayor & Council |
| B) Town Water & Sewer Capacity Evaluation | Tyler Austin |
| C) Site Plan Exhibit – 15 Campbell Street | Bryan Chrisman |
| D) LDI Work Plans | Jackie Wood |
| E) COMCAST Cable Franchise Agreement – Draft | Bryan Chrisman |
| V. ADJOURN | Mayor Lillard |

The meeting will be live streamed on the Town website at www.townofluray.com.

Town of Luray
PO Box 629
45 East Main Street
Luray, VA 22835
www.townofluray.com
540.743.5511



Mayor

Stephanie Lillard
slillard@townofluray.com
Term: 2025-2028

Council Members

Jason Pettit
jpettit@townofluray.com
Term: 2025-2028

Alex White
awhite@townofluray.com
Term: 2023-2026

Joey Sours
jfsours@townofluray.com
Term: 2025-2028

Jerry Dofflemyer
jdofflemyer@townofluray.com
Term: 2025

Chuck Butler
cbutler@townofluray.com
Term: 2025-2028

Ron Vickers, Vice Mayor
rvickers@townofluray.com
Term: 2023-2026

Town Officials:

Town Manager – Bryan Chrisman
Assistant Town Manager- Michael Coffelt
Planning & Zoning Technician – Brooke Newman
Town Clerk/ Treasurer- Danielle Babb
Deputy Town Clerk/ Treasurer- Danielle Alger
Chief of Police- Bow Cook
Superintendent of Public Works- Lynn Mathews
Superintendent Parks & Recreation-Jennifer Jenkins
Superintendent of the WTP – Joey Haddock
Superintendent of the WWTP – John Sonifrank

Commissions & Committees:

Luray Planning Commission
Luray-Page County Airport Commission
Luray Tree and Beautification Committee
Luray Board of Zoning Appeals
Luray Downtown Initiative
Luray-Page County Chamber of Commerce



TOWN OF LURAY

Town Council

Work Session

August 26, 2025

Updates & Discussion Items

**IVA. Proclamation of
Appreciation – Deb Nealis**



Town of Luray, Virginia

Town Council Agenda Statement

Item No: IV-A

Meeting Date: August 26, 2025

Agenda Item:

TOWN COUNCIL DISCUSSION

Item IV. A – Proclamation of Appreciation

Summary:

Council is requested to support a Proclamation for Deb Nealis, a dedicated Town employee with many years of service. Deb has elected to retire, and Friday, August 29, 2025, will be her last day at work.

The Council can accept this Proclamation by acclamation, and the Mayor can then sign accordingly.

The Town will present this Proclamation to her as a small token of our esteem and appreciation for her many years of dedicated service to Luray and its citizens.



*Proclamation of Appreciation
Honoring Deborah L. Nealis
for 27 Years of Dedicated Service
Town of Luray, Virginia*

WHEREAS, Deborah L. Nealis has served the Town of Luray from February 17, 1998 until August 29, 2025; and

WHEREAS, the Town of Luray is proud to recognize individuals whose dedication, hard work, and commitment have significantly contributed to the efficient and compassionate delivery of public services; and

WHEREAS, Deborah L. Nealis has served the Town of Luray with unwavering professionalism and excellence as a Customer Service Clerk for twenty-seven (27) years; and

WHEREAS, she has announced her Retirement from the Town of Luray effective September 1, 2025; and

WHEREAS, throughout this time, she has demonstrated exceptional customer service, a deep knowledge of town operations, and a steadfast commitment to meeting the needs of residents and visitors alike; and

WHEREAS, her professional demeanor, attention to detail, and genuine care for the community have made a lasting impact on colleagues, citizens, and the Town's overall mission; and

WHEREAS, the Town of Luray wishes to honor and express its sincere gratitude for Deborah L. Nealis's loyal and exemplary service, which has strengthened the relationship between the Town and its residents;

WHEREAS, after 27 years of distinguished service, Deborah L. Nealis is now retiring, leaving behind a remarkable legacy of dependability, integrity, and dedication;

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and Town Council of the Town of Luray, on behalf of its citizens, hereby extends heartfelt appreciation and recognition to **Deborah L. Nealis** for **27 years of outstanding service** as a Customer Service Clerk, and further expresses best wishes for a **joyful, healthy, and well-deserved retirement** filled with happiness, new adventures, and the same grace that defined her career.

PROCLAIMED this 26th day of August, 2025 In the Town of Luray, Commonwealth of Virginia.

Mayor Stephanie Lillard

Date _____

Clerk of Council

Date _____



TOWN OF LURAY

Town Council

Work Session

August 26, 2025

Updates & Discussion Items

IVB. Town Water & Sewer

Capacity Evaluation



Town of Luray, Virginia

Town Council Agenda Statement

Item No: IV-B

Meeting Date: August 26, 2025

Agenda Item:

TOWN COUNCIL DISCUSSION

Item IV. B – Water & Sewer Capacity Evaluation

Summary:

Council is requested to receive a summary report from Tyler Austin, PE/LS, of Racey Engineering regarding overall estimated water and sewer capacity for development.

The evaluation was completed using the existing zoning for current parcels.

The results of this evaluation can help guide the Town's development, rezoning, and system expansion efforts in the future.

Expanding capacity at the Water Treatment Plant consists of upgrading our withdrawal and processing permit with Virginia and adding filters to complete both current skids. Additional capacity can be provided by adding the third PALL skid to the plant. The plant's total capacity is rated at 3 mgpd with all three skids installed.

The Town is already working on a potential scope of work for expansion of wastewater processing at the current site.

The Town, with engineering/design/analytical support from Racey Engineering have identified certain areas of town that will need enhanced utilities in order to accommodate potential growth inside of the corporate boundary.



August 16, 2025

Mr. Bryan Chrisman, Town Manager
Town of Luray, VA 22835
45 East Main Street
Luray, Virginia 22835

Project: Water and Sewer Utility Capacity Study
Luray, Virginia

Racey Project Number: 10127

Racey Engineering, PLLC ("Racey") has performed a capacity study of the water and sewer utility systems for the Town of Luray, VA. The study entailed using the existing water and sewer usage volumes and adding future usage volumes for currently undeveloped land within the existing Town corporate limits and assigning usage numbers according to the parcels current zoning status. This resulted in having a net volume excess or deficit for the Town's water and sewer systems. The evaluation was only for the capacities of the treatment plants and not each system's distribution network.

Monthly usage report records provided by the Town staff were used to establish an average and peak flow for both the water and sewer systems. Annual records for 2020 through 2024 were provided for the study. For the undeveloped parcels, current zoning regulations were applied to determine estimated usage. For residential units, townhomes, and apartments, 40% of each parcel was set aside for utilities, roadways and other infrastructure items. This is a number consistent with current land development projects. The remaining 60% was used to determine the number of available lots according to the requirement of the zoning class. Once the number of units were determined, 300 gpd per unit was assigned for water and sewer usage. Similar methods were used to assign estimated flows to business, limited industrial, and PND areas.

The results of the study are given below. A spreadsheet, zoning map, and parcel maps are attached with detailed information.

UTILITY	PERMITTED CAPACITY	CURRENT AVERAGE USAGE	GPD AVAILABLE FOR FUTURE USE	PROJECTED FUTURE USE	GPD SURPLUS OR DEFICIT
WATER	1,516,000	850,000	666,000	778,108	(112,108)
SEWER	1,600,000	1,157,000	443,000	778,108	(355,108)

GPD = Gallons Per Day Numbers in Parenthesis () are Negative





ENGINEERING
SURVEYING
PLANNING & PROGRAMMING
CONSTRUCTION MANAGEMENT

Thank you,
Gary L. Shirley, PE



PLOT	TOTAL AREA (acres)	TOTAL AREA (sqft)	ZONE	UNIT TYPE	UNITS	NOTES	GPD	
1	32.76	1,426,925	R5	Townhouses	300	300 townhome area	120,000	
2	147.21	6,412,503	PND	Single-Family Dwellings	529	PND	211,600	
3	19.39 (In Town Limits)	844,628	A/R1*	Single-Family Dwellings	56	A/R1	22,400	
4	48.14	2,096,766	R1	Single-Family Dwellings	83	Plots 5 and 6 are both R1 zones.	33,200	
5	48.01	2,091,346	R1	Single-Family Dwellings	83	See Plot 5 Notes.	33,200	
6	26.42	1,150,840	B1	Businesses	42	B1. Partially R3. it'll be considered to be developed for hospitality or commercial purposes: hotels, motels, laundromats, drycleaners, restaurants, offices, etc.	16,739	
7	33.84	1,474,208	R1	Single-Family Dwellings	58	Plot 8 is an R1 district. There is, however, a sewer line running through the center of the land.	23,200	
8	34.53	1,504,268	R1	Single-Family Dwellings	60	On the edge of town, this is an R1 district backed up to 211 one side and a subdivision on the other.	24,000	
9	13.36	582,070	R5	Townhouses	72	This R-5 zone has nice access off Mechanic St.	28,800	
10	13.58	591,392	M1	Industry	150	A warehouse/plant with 10-15 employees/acre (use 15 for MAX), at 15-35 GPD (use 35 GPD for max) for each 8-hr employee, for a 12-hr work day, with a 10 acres of floor space.	5,250	
11	5.78	251,678	B1	Businesses	9		3,661	
12	9.12	397,316	B1	Businesses	14	Page County owns this parcel.	5,779	
13	29.2	1,271,952	R5	Townhouses	160		64,000	
14	13.36	146,361	B1	Businesses	5		2,129	
15	40.07	1,745,449	R3, B1	High Density Residential	299		119,600	
16	10.87	473,497	R2	Medium-Density Residential	28		11,200	
17	6	261,360	R5	Townhome	62		24,800	
18	17.09	744,440	R3	High Density Residential	74		29,600	
ZONE DISTRICT LEGEND							*Total Gallons Per day	779,158
R-1	Low-Density Residential							
R-2	Medium-Density Residential							
R-3	High-Density Residential							
R-4	High-Density Residential (Boomfield)							
R-5	Townhouse and Apartment Residential							
B-1	Business							
M-1	Limited Industrial							
OSP	Open Space/Park Zoning District							
PND	Planned Neighborhood Development District							
A	Agricultural							
		The only area consideration made outside of the area requirements per unit was the 0.25 sqft open space for each 1 sqft of unit space for both townhomes and apartments in the town.						
		*THIS IS THE PROJECTED TOTAL GALLONS PER DAY IF THE UNDEVELOPED LAND WITHIN THE CURRENT TOWN LIMITS WERE TO BE DEVELOPED UNDER EACH PARCELS CURRENT ZONING						

WATER AND SEWER CAPACITY STUDY RESULTS FOR LURAY, VIRGINIA

ASSUMPTIONS:

Only properties within the current Town Limits were considered.

Properties were evaluated at their current zoning classification.

Actual building area of a parcel is considered as 60% of the total area. 40% is consumed in roads, utilities, and other infrastructure.

Permitted Capacity of Luray Virginia Utilities

Potable Water	1,516,000 Gallons Per Day
Sanitary Sewer	1,600,000 Gallons Per Day

Current Average Usage of Luray Virginia Utilities

Potable Water	850,000 Gallons Per Day		
Sanitary Sewer	1,157,000 Gallons Per Day	(1,376,000)	One month peak flow

Gallons Per Day Available for Future Use

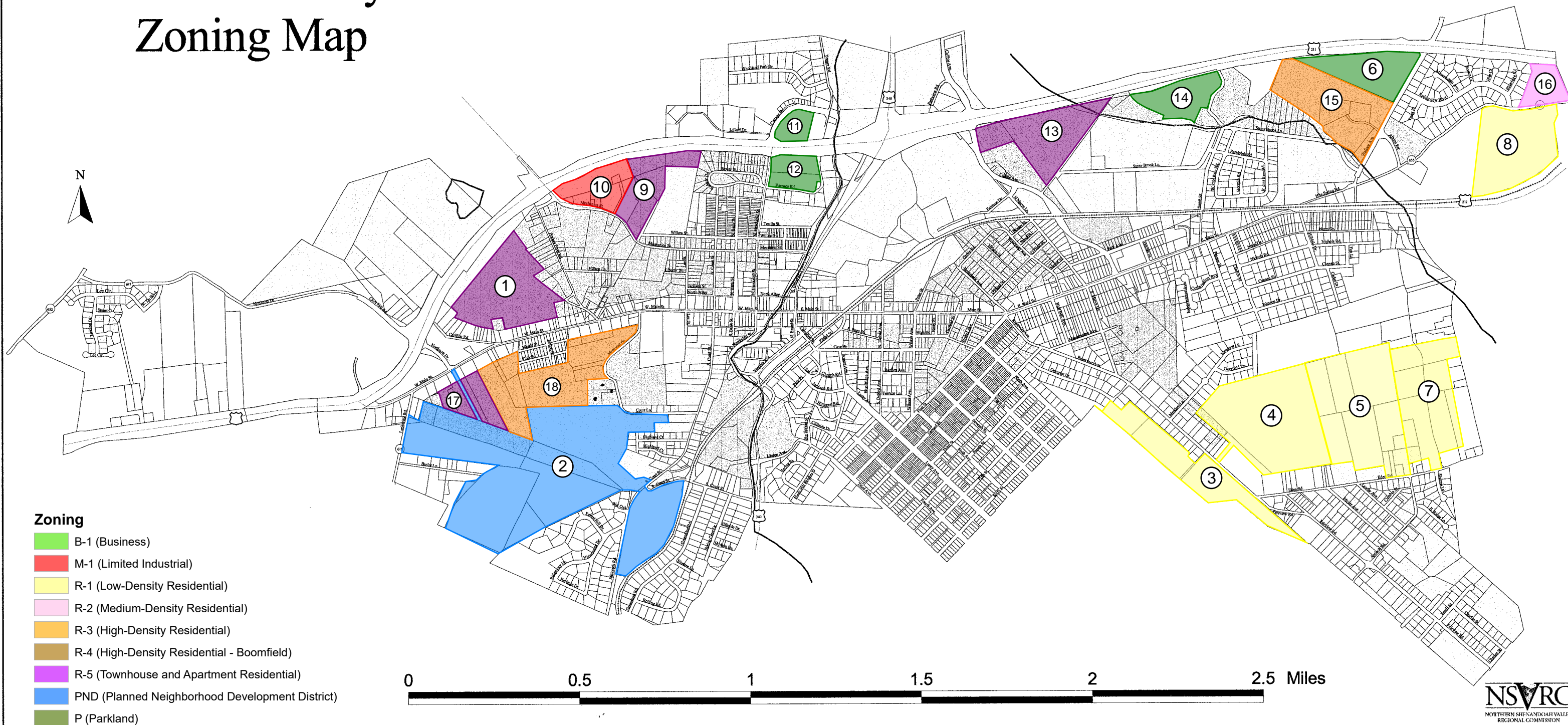
Potable Water	666,000 Gallons Per Day	
Sanitary Sewer	443,000 Gallons Per Day	2,976,000

Projected Future Use	779,158 Gallons Per Day
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Gallons Per Day Surplus of Deficit

Potable Water	-113,158 Gallons Per Day (Deficit)
Sanitary Sewer	-336,158 Gallons Per Day (Deficit)

Town of Luray Zoning Map





TOWN OF LURAY

Town Council

Work Session

August 26, 2025

Updates & Discussion Items

IVC. Site Plan Exhibit

15 Campbell Street



Town of Luray, Virginia
Town Council Agenda Statement

Item No: IV-C

Meeting Date: August 26, 2025

Agenda Item:

TOWN COUNCIL DISCUSSION

Item IV. C – Revised Site Plan for 15 Campbell Street

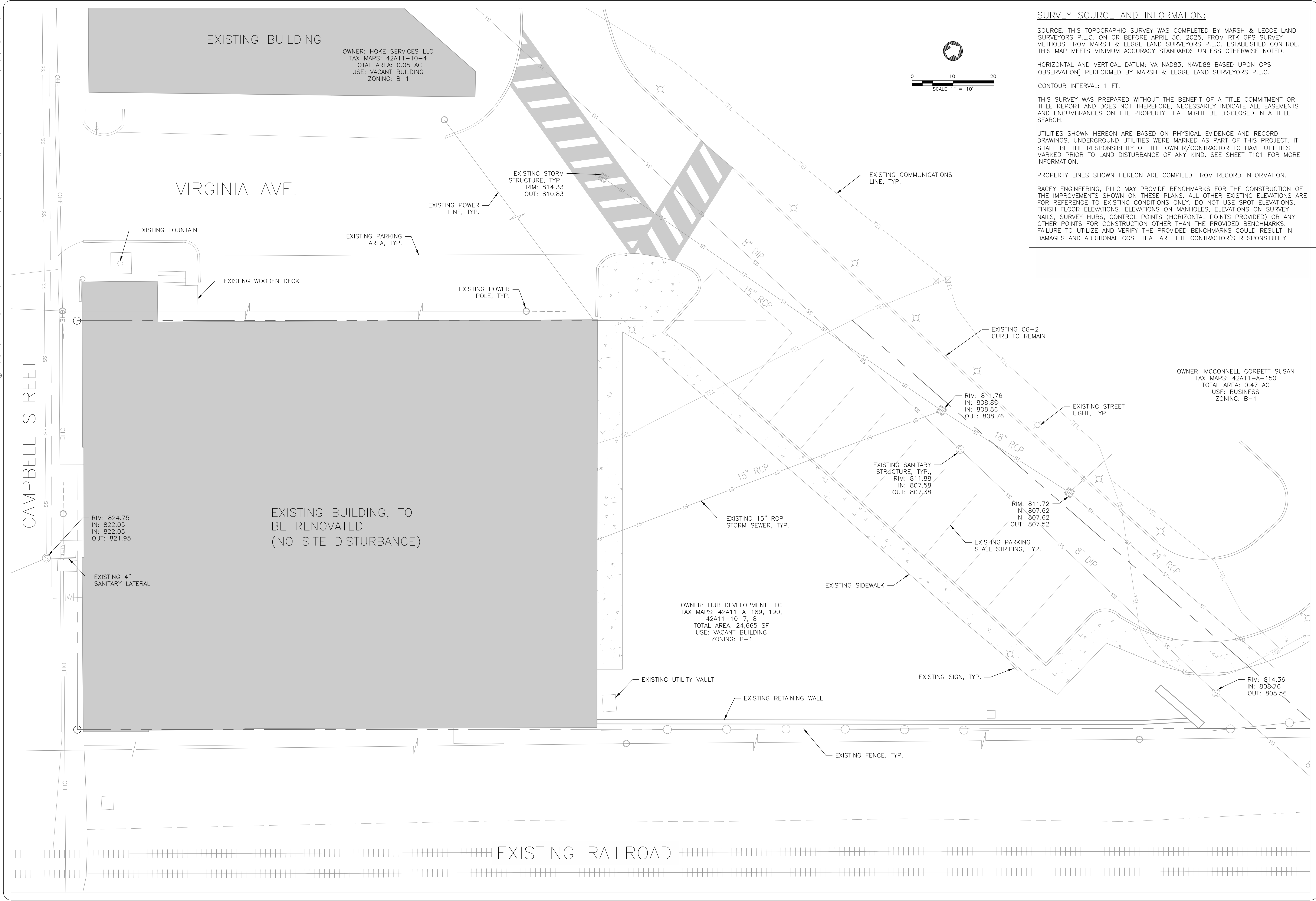
Summary:

Council is requested to receive a review of the updated Site Plan for the 15 Campbell Street project.

This new layout expands upon previous comments from the Town and Council, as well as providing additional revisions proposed by the project owner and engineers.

The shifting of the public-accessible travel way and strategic placement of the new dumpsters and new LP gas tank will maximize the available parking.

Given the current property ownership, the elements of public right-of-way, and the proposed project plan, staff have no objection to the pursuit of the proposed easements to help facilitate additional public access and tenant parking at this site.



SURVEY SOURCE AND INFORMATION:

SOURCE: THIS TOPOGRAPHIC SURVEY WAS COMPLETED BY MARSH & LEGGE LAND SURVEYORS P.L.C. ON OR BEFORE APRIL 30, 2025, FROM RTK GPS SURVEY METHODS FROM MARSH & LEGGE LAND SURVEYORS P.L.C. ESTABLISHED CONTROL. THIS MAP MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

HORIZONTAL AND VERTICAL DATUM: VA NAD83, NAVD88 BASED UPON GPS OBSERVATION] PERFORMED BY MARSH & LEGGE LAND SURVEYORS P.L.C.

CONTOUR INTERVAL: 1 FT.

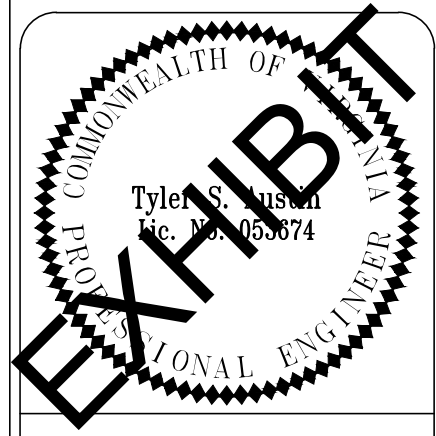
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR TITLE REPORT AND DOES NOT THEREFORE, NECESSARILY INDICATE ALL EASEMENTS AND ENCUMBRANCES ON THE PROPERTY THAT MIGHT BE DISCLOSED IN A TITLE SEARCH.

UTILITIES SHOWN HEREON ARE BASED ON PHYSICAL EVIDENCE AND RECORD DRAWINGS. UNDERGROUND UTILITIES WERE MARKED AS PART OF THIS PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO HAVE UTILITIES MARKED PRIOR TO LAND DISTURBANCE OF ANY KIND. SEE SHEET T101 FOR MORE INFORMATION.

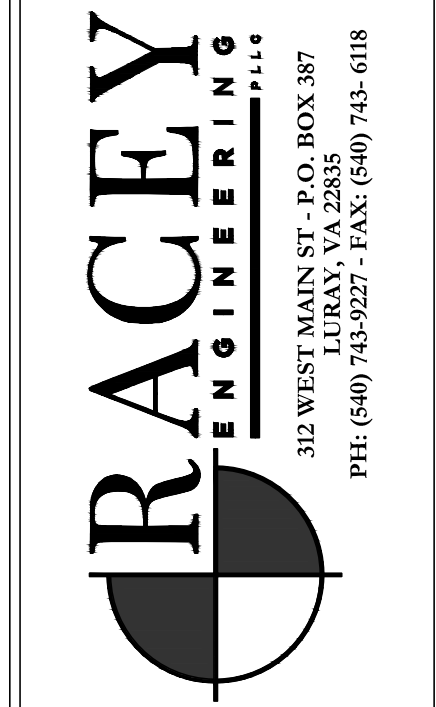
PROPERTY LINES SHOWN HEREON ARE COMPILED FROM RECORD INFORMATION.

RACEY ENGINEERING, PLLC MAY PROVIDE BENCHMARKS FOR THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THESE PLANS. ALL OTHER EXISTING ELEVATIONS ARE FOR REFERENCE TO EXISTING CONDITIONS ONLY. DO NOT USE SPOT ELEVATIONS, FINISH FLOOR ELEVATIONS, ELEVATIONS ON MANHOLES, ELEVATIONS ON SURVEY NAILS, SURVEY HUBS, CONTROL POINTS (HORIZONTAL POINTS PROVIDED) OR ANY OTHER POINTS FOR CONSTRUCTION OTHER THAN THE PROVIDED BENCHMARKS. FAILURE TO UTILIZE AND VERIFY THE PROVIDED BENCHMARKS COULD RESULT IN DAMAGES AND ADDITIONAL COST THAT ARE THE CONTRACTOR'S RESPONSIBILITY.

No.	Submittal / Revision	Date
1	PRELIMINARY REVIEW	05/09/25
NOT APPROVED FOR CONSTRUCTION		



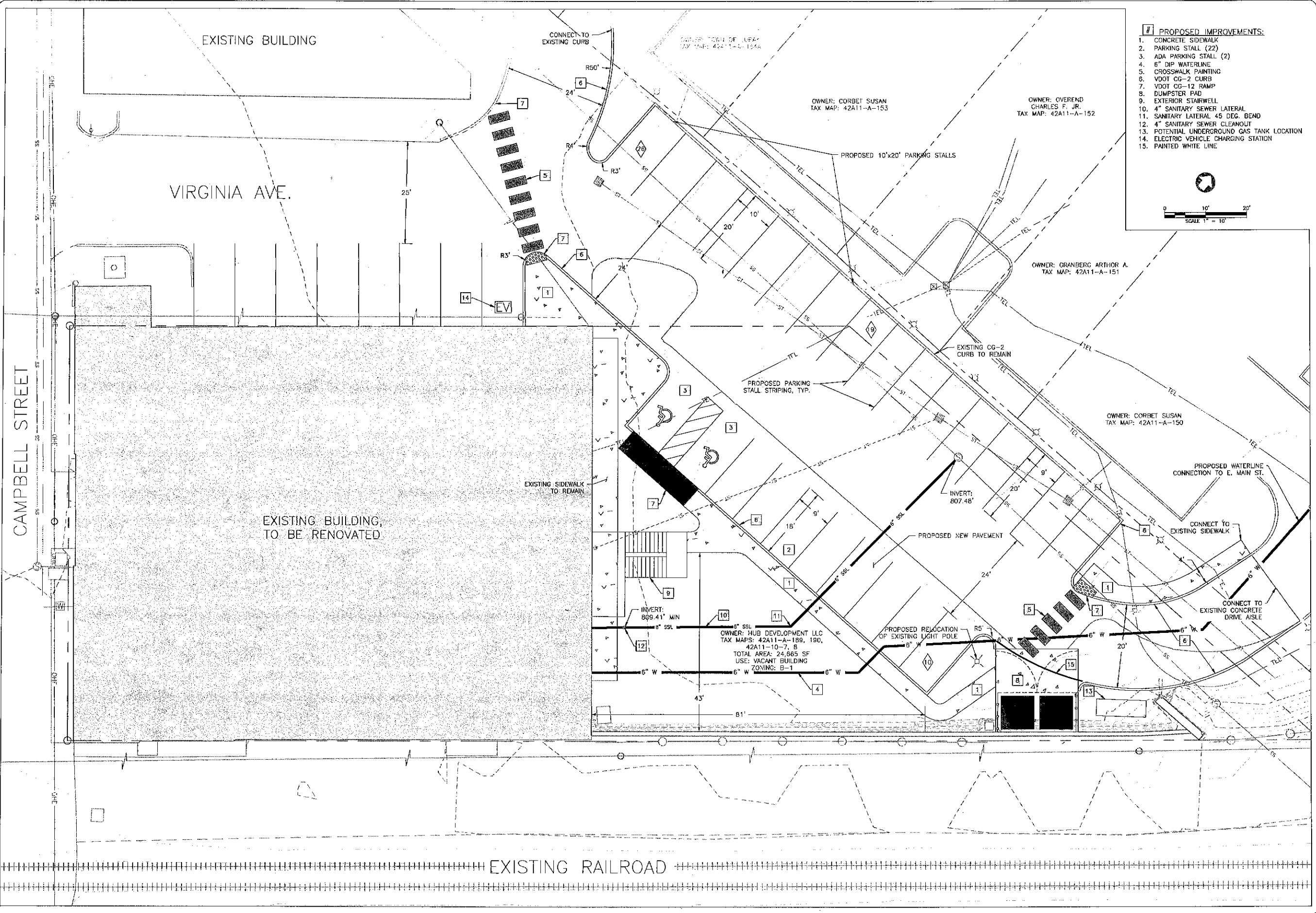
CLIENT
REVIEW SET



CAMPBELL STREET SITE PLAN	PUBLISH DATE: 5/20/2025
EXISTING FEATURES	
HUB DEVELOPMENT LLC	
PAGE COUNTY	
RACEY PROJECT NUMBER: 10323	

C100

PA 2023 \10323 -Hub Development LLC-15 Campbell St. Site Plan-8. DESIGN & DRAWING COMPOSITE



No.	Submital / Revision	Date
1	PRELIMINARY REVIEW	06/18/25
2	CLIENT REVIEW 2	08/11/25

NOT APPROVED FOR CONSTRUCTION

EXHIBIT

CLIENT REVIEW SET

RACEY ENGINEERING
30 WEST MAIN ST., P.O. BOX 367
LIBERTY, VA 22965
TEL: (540) 743-9227 FAX: (540) 743-6118

CAMPBELL STREET SITE PLAN
LAYOUT PLAN
HUB DEVELOPMENT LLC
PAGE COUNTY

RACEY PROJECT NUMBER: 10323 PUBLISH DATE: 8/11/2025

C200



TOWN OF LURAY

Town Council

Work Session

August 26, 2025

Updates & Discussion Items

IVD. LDI Work Plans



Town of Luray, Virginia
Town Council Agenda Statement

Item No: IV-D

Meeting Date: August 26, 2025

Agenda Item: TOWN COUNCIL DISCUSSION
Item IV. D – LDI Work Plan

Summary: Council is requested to receive a brief presentation and discussion about the Work Plans from LDI Director, Jackie Wood.



TOWN OF LURAY

Town Council

Work Session

August 26, 2025

Updates & Discussion Items
IVE. Comcast Cable Franchise
Agreement – Draft



Town of Luray, Virginia
Town Council Agenda Statement

Item No: IV-E

Meeting Date: August 26, 2025

Agenda Item:

TOWN COUNCIL DISCUSSION

Item IV. E – Draft COMCAST Franchise Agreement

Summary:

Council is requested to review and discuss a draft Franchise Agreement between the Town and COMCAST.

The Town Manager and Town Attorney have been reviewing this submittal and have made suggested changes that have been, or will be, incorporated by COMCAST.

Included for your review are the first redline comments from the Town to COMCAST.

Also included is the latest version re-submitted by COMCAST and reviewed by Mr. Botkins with a few additional items in red.

I have asked questions about the channel line-up (included), and the availability of local news channels for our citizens. Two big issues for me were being covered under their insurance for their work in our rights-of-way, as well as them having to relocate their items that interfere with our ROW projects at their cost.

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWN OF LURAY

AND

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Luray, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town” or “Franchise Authority”) and Comcast Cable Communications Management, LLC (hereinafter, “Franchisee”).

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

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 573 (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, words in the plural number include the singular number, and likewise, words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. “Cable Service” or “Service” shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. “Cable System” or “System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 47 U.S.C. §522(7) of the Cable Act.

1.3. “Effective Date” shall mean _____ 2025.

1.4. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.5. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchise Authority, whether such authorization is designated as a franchise,

agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.6. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

1.7. “Franchise Area” shall mean the present legal boundaries of the Town of Luray, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

1.8. “Franchise Authority” shall mean the Town of Luray or the lawful successor, transferee, designee, or assignee thereof.

1.9. “Franchisee” shall mean Comcast Cable Communications Management, LLC.

1.10. “Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchise Authority.

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

1.12. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, bridge, waterway, dock, bulkhead, wharf, pier, ~~other public ground or water~~ subject to the jurisdiction and control of the Franchise Authority, or other public right-of-way which, by its own terms, may be reasonably compatible for use by the Franchise Authority’s franchisees, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchise Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

1.13. “Standard Installation” shall mean the standard one hundred twenty-five foot (125’) aerial Drop connection to the existing distribution system.

1.14. “Subscriber” shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee’s express permission.

1.15. “Town” shall mean the Town of Luray or the lawful successor, transferee, designee, or assignee thereof.

1.16. “Video Programming” or “Programming” shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, and other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act.

2.3. Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that materially disturbs ~~the surface of any street, curb, sidewalk or other public improvement in the~~ Public Way, or impedes vehicular traffic. Without limiting the foregoing, Franchisee shall obtain a right-of-way construction permit for all such work from the Franchise Authority. Franchisee may utilize micro-trenching when placing facilities underground. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All work shall be done by the Franchisee in accordance with FCC regulations. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.1.1 Location of Facilities. To the extent practicable, no facilities shall be installed under this Franchise Agreement until their location has been approved by the Franchise Authority, and in no event shall utility poles be installed until their location has been so approved. The Franchise Authority will not unreasonably withhold its consent under this § 3.1.1.

3.2. Conditions of Street Occupancy.

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

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchise Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the

movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

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

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

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

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

3.2.7. Undergrounding and Beautification Projects. If all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchise Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such facilities are placed

underground and shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. If public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every occupied residential dwelling unit within the Franchise Area unserved by another wireline video service provider where the minimum density is at least thirty (30) occupied residential dwelling units per mile with aerial cable or sixty (60) occupied residential dwelling units per mile with underground cable and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is currently not serviceable and within four hundred (400) feet drop distance of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet drop distance of the Franchisee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchise Authority that one (1) or more residents has requested Service. The construction of the Cable System pursuant to this Agreement depends upon the Franchisee's ability to obtain all necessary easements and access to poles in a timely manner and on acceptable and reasonable terms. In the event Franchisee is unable to obtain such rights in a timely manner or on acceptable and reasonable terms, Franchisee may decline to construct part of the Cable System and shall notify the Franchise Authority of the resulting change in the service area.

The Franchisee may elect to extend Cable Service to areas that do not otherwise qualify to receive Cable Service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to commencement of construction.

4.2. Cable Service to Government and Institutional Facilities.

~~Subject to applicable law, the~~ Franchisee shall provide one (1) service outlet activated for Basic Service to each facility listed in Exhibit A at no cost to the Franchise Authority. ~~To the extent so provided by applicable law, the cost of such service constitutes a Franchise Fee assessed upon the Franchisee and shall be invoiced for payment, with the cost of the services being disclosed to the Town in advance. Franchisee shall notify the Town in writing regarding the amount of the monthly service fee for each~~

~~account. The Town shall then notify Franchisee, within thirty (30) days of receiving the Franchisee's notice, whether it desires the amount due each month to be invoiced for payment or to have service terminated. Franchisee shall also be permitted to recover from any facility owner the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable.~~

4.3. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming in accordance with applicable federal law.

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

4.5. New Developments. The Franchise Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchise Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least fifteen (15) business days written notice of the date of availability of open trenches.

4.6. Prohibition Against Reselling Service. No Person shall sell, offer for sale, or resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 - Fees and Charges to Customers

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

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

6.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Part 76, 47 C.F.R. §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

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

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

SECTION 7 - Oversight and Regulation by Franchise Authority

7.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended. Franchisee may designate the Virginia Communications Sales and Use tax as a separate item in any bill to a Subscriber as permitted under applicable law.

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

7.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a commercially reasonable period after such standards become effective.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Upon reasonable prior written notice to the Franchisee, the Franchise Authority may review the Franchisee's books and records as are reasonably necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such

documents that may be the subject of an inspection by the Franchise Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public inspection those documents required pursuant to the FCC's Public Inspection File rules and regulations.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchise Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchise Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Subscriber lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchise Authority's representative. If the Franchise Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchise Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 8 - Transfer of Cable System or Franchise

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchise Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation or an affiliate, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, upon written request, provide the Franchise Authority certificates of insurance designating the Franchise Authority and its officers, boards, commissions,

councils, elected officials, and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Franchisee shall provide workers' compensation coverage in accordance with applicable law.

9.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the Franchise Authority, its officers and employees acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly arise out of the Franchisee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchise Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchise Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchise Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchise Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchise Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchise Authority for negligence or misconduct on the part of the Franchise Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchise Authority or its designee participates, subject to applicable law.

SECTION 10 - System Description and Service

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

SECTION 11 - Enforcement and Revocation Proceedings

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

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchise Authority's written notice: (i) to respond to the Franchise Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate commercially

reasonable steps to diligently remedy such default and notify the Franchise Authority of the steps being taken and the projected date that the cure will be completed.

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

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchise Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchise Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

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

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

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

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

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

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

SECTION 12 - Competitive Equity

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

12.2. Video Service Providers.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchise Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchise Authority),

the Franchise Authority, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the VSP. The Franchisee and the Franchise Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchise Authority.

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

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

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

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or

penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, pandemic, epidemic, public health emergency, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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

To the Franchise Authority:

Town of Luray
P.O. Box 629
Luray, VA 22835
Attention: Town Manager

To the Franchisee:

Comcast Cable Communications Management, LLC
8031 Corporate Drive
Nottingham, MD 21236
Attention: Government Affairs Department

And to:

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

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

impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

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

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

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

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

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

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

13.10. Incorporation by Reference

13.10.1. All presently and hereafter applicable conditions and requirements of federal and State laws, including but not limited to the rules and regulations of the FCC and the State of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein.

13.10.2. Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchise Authority

and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

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

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

13.13. Authority to Execute. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.14. Ordinances of General Application. Notwithstanding anything in this Section 13 to the contrary, this Franchise Agreement is subject to such ordinances of general application as may be enacted by the Council of the Town of Luray. Should such an ordinance materially alter Franchisee's rights and obligations hereunder, the Franchisee and the Franchise Authority will negotiate in good faith to amend this Franchise Agreement accordingly.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

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

Town of Luray:

By: _____

Print Name: _____

Title: _____

Date: _____

Comcast Cable Communications Management, LLC:

By: _____

Print Name: Raymon Roundtree

Title: Regional Senior Vice President

Date: _____

Exhibit A
Cable Service to Governmental and Institutional Facilities

Page County Emergency EOC	108 S Court St, Unit OFC, Luray, VA 22835
Page County Emergency Services	103 S Court St, Ste 1, Luray VA 22835
Luray High School	14 Luray Ave, Luray, VA 22835
Town of Luray – <u>Admin</u>	45 E Main St, Luray, VA 22835
Luray Elementary School	555 1 st St, Luray, VA 22835
Town of Luray – Town Shop	20 N Bank St, Unit OFC, Luray, VA 22835
Town of Luray – RHD Park 5	625 6 th St, Ste RES5, Luray, VA 22835
Page County Administration	103 S Court St, OFC RES, Luray, VA 22835
Town of Luray – RHD Park OFF	625 6 th St, OFC RES, Luray, VA 22835
Town of Luray – WWTP	1361 US Highway 340 N, Luray, VA 22835
Town of Luray – Admin and Police	45 E Main St, OFC RESI, Luray, VA 22835
Town of Luray – <u>WTP</u>	110 Stoney Brook Ln, Luray, VA 22835
Page County Sheriff	315 W Page St, Luray, VA 22835
Luray Fire Department	1 Firehouse Ln, Luray, VA 22835
<u>Luray Volunteer Rescue Squad</u>	<u>25 Memorial Dr, Luray, VA 22835</u>
Town of Luray – Public Works	20 N Bank St, OFC RES, Luray, VA 22835

CABLE FRANCHISE AGREEMENT
BETWEEN
TOWN OF LURAY
AND
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Luray, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town” or “Franchise Authority”) and Comcast Cable Communications Management, LLC (hereinafter, “Franchisee”).

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

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 573 (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, words in the plural number include the singular number, and likewise, words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. “Cable Service” or “Service” shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. “Cable System” or “System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 47 U.S.C. §522(7) of the Cable Act.

1.3. “Effective Date” shall mean _____ 2025.

1.4. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.5. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchise Authority, whether such authorization is designated as a franchise,

agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.6. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

1.7. “Franchise Area” shall mean the present legal boundaries of the Town of Luray, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

1.8. “Franchise Authority” shall mean the Town of Luray or the lawful successor, transferee, designee, or assignee thereof.

1.9. “Franchisee” shall mean Comcast Cable Communications Management, LLC.

1.10. “Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchise Authority.

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

1.12. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, bridge, waterway, dock, bulkhead, wharf, pier subject to the jurisdiction and control of the Franchise Authority, or other public right-of-way which, by its own terms, may be reasonably compatible for use by the Franchise Authority’s franchisees, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchise Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

1.13. “Standard Installation” shall mean the standard one hundred twenty-five foot (125’) aerial Drop connection to the existing distribution system.

1.14. “Subscriber” shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee’s express permission.

1.15. “Town” shall mean the Town of Luray or the lawful successor, transferee, designee, or assignee thereof.

1.16. “Video Programming” or “Programming” shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, and other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act.

2.3. Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that materially disturbs a Public Way or impedes vehicular traffic. Without limiting the foregoing, Franchisee shall obtain a right-of-way construction permit for all such applicable work requiring such permit from the Franchise Authority. Franchisee may utilize micro-trenching when placing facilities underground. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All work shall be done by the Franchisee in accordance with FCC regulations. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.1.1 Location of Facilities. To the extent practicable, no facilities shall be installed under this Franchise Agreement at a new location until the ~~at a~~ location has been approved by the Franchise Authority, and in no event shall utility poles be installed until their location has been approved by the Franchise Authority. The Franchise Authority will not unreasonably withhold its consent under Section 3.1.1.

Commented [A1]: This is too broad. Every time we did any construction, replacements, equipment upgrades, etc. we would have to wait for approval.

Commented [A2R1]: This has been reasonably narrowed rather than striking the entire provision.

3.2. Conditions of Street Occupancy.

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

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchise Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the

movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

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

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

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

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

3.2.7. Undergrounding and Beautification Projects. If all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchise Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such facilities are placed

underground and shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. If public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every occupied residential dwelling unit within the Franchise Area unserved by another wireline video service provider where the minimum density is at least thirty (30) occupied residential dwelling units per mile with aerial cable or sixty (60) occupied residential dwelling units per mile with underground cable and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is currently not serviceable and within four hundred (400) feet drop distance of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet drop distance of the Franchisee’s distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchise Authority that one (1) or more residents has requested Service. The construction of the Cable System pursuant to this Agreement depends upon the Franchisee’s ability to obtain all necessary easements and access to poles in a timely manner and on acceptable and reasonable terms. In the event Franchisee is unable to obtain such rights in a timely manner or on acceptable and reasonable terms, Franchisee may decline to construct part of the Cable System and shall notify the Franchise Authority of the resulting change in the service area.

The Franchisee may elect to extend Cable Service to areas that do not otherwise qualify to receive Cable Service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to commencement of construction.

4.2. Cable Service to Government and Institutional Facilities.

The Franchisee shall provide one (1) service outlet activated for Basic Service to each facility listed in Exhibit A. To the extent so provided by applicable law, the cost of such service constitutes a Franchise Fee assessed upon the Franchisee and shall be invoiced for payment **by Franchisee**, with the cost of the services being disclosed to the Town in advance. Franchisee shall notify the Town in writing regarding the amount of the monthly service fee for each account. The Town shall then notify Franchisee, within thirty

(30) days of receiving the Franchisee's notice, whether it desires the amount due each month to be invoiced for payment by Franchisee or to have service terminated. Franchisee shall ~~also~~ be permitted to recover from any facility owner the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable.

4.3. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming in accordance with applicable federal law.

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

4.5. New Developments. The Franchise Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchise Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least fifteen (15) business days written notice of the date of availability of open trenches.

4.6. Prohibition Against Reselling Service. No Person shall sell, offer for sale, or resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 - Fees and Charges to Customers

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

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

6.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Part 76, 47 C.F.R. §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

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

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

SECTION 7 - Oversight and Regulation by Franchise Authority

7.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended. Franchisee may designate the Virginia Communications Sales and Use tax as a separate item in any bill to a Subscriber as permitted under applicable law.

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

7.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a commercially reasonable period after such standards become effective.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Upon reasonable prior written notice to the Franchisee, the Franchise Authority may review the Franchisee's books and records as are reasonably necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the Franchise Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public inspection those documents required pursuant to the FCC's Public Inspection File rules and regulations.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchise Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchise Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Subscriber lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchise Authority's representative. If the Franchise Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchise Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 8 - Transfer of Cable System or Franchise

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchise Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation or an affiliate, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, upon written request, provide the Franchise Authority certificates of insurance designating the Franchise Authority and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies

shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Franchisee shall provide workers' compensation coverage in accordance with applicable law.

9.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the Franchise Authority, its officers and employees acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly arise out of the Franchisee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchise Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchise Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchise Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchise Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchise Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchise Authority for negligence or misconduct on the part of the Franchise Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchise Authority or its designee participates, subject to applicable law.

SECTION 10 - System Description and Service

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

SECTION 11 - Enforcement and Revocation Proceedings

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

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchise Authority's written notice: (i) to respond to the Franchise Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate commercially reasonable steps to diligently remedy such default and notify the Franchise Authority of the steps being taken and the projected date that the cure will be completed.

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

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchise Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchise Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

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

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

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

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

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

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

SECTION 12 - Competitive Equity

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

12.2. Video Service Providers.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchise Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchise Authority), the Franchise Authority, upon written request of the Franchisee, shall permit the

Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the VSP. The Franchisee and the Franchise Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchise Authority.

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

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

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

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or

revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, pandemic, epidemic, public health emergency, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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

To the Franchise Authority:

Town of Luray
P.O. Box 629
Luray, VA 22835
Attention: Town Manager

To the Franchisee:

Comcast Cable Communications Management, LLC
8031 Corporate Drive
Nottingham, MD 21236
Attention: Government Affairs Department

And to:

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

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

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

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

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

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

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

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

13.10. Incorporation by Reference

13.10.1. All presently and hereafter applicable conditions and requirements of federal and State laws, including but not limited to the rules and regulations of the FCC and the State of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein.

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

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

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

13.13. Authority to Execute. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.14. Ordinances of General Application. Notwithstanding anything in this Section 13 to the contrary, this Franchise Agreement is subject to such ordinances of general application as may be enacted ~~after the Effective Date~~ by the Council of the Town of Luray. Should such an ordinance have a material adverse impact Franchisee's rights and obligations hereunder, the Franchisee and the Franchise Authority will negotiate in good faith to amend this Franchise Agreement to ameliorate the material adverse impact on Franchisee.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

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

Town of Luray:

By: _____

Print Name: _____

Title: _____

Date: _____

Comcast Cable Communications Management, LLC:

By: _____

Print Name: Raymon Roundtree

Title: Regional Senior Vice President

Date: _____

Exhibit A
Cable Service to Governmental and Institutional Facilities

Page County Emergency EOC	108 S Court St, Unit OFC, Luray, VA 22835
Page County Emergency Services	103 S Court St, Ste 1, Luray VA 22835
Luray High School	14 Luray Ave, Luray, VA 22835
Town of Luray – Admin	45 E Main St, Luray, VA 22835
Luray Elementary School	555 1 st St, Luray, VA 22835
Town of Luray – Town Shop	20 N Bank St, Unit OFC, Luray, VA 22835
Town of Luray – RHD Park 5	625 6 th St, Ste RES5, Luray, VA 22835
Page County Administration	103 S Court St, OFC RES, Luray, VA 22835
Town of Luray – RHD Park OFF	625 6 th St, OFC RES, Luray, VA 22835
Town of Luray – WWTP	1361 US Highway 340 N, Luray, VA 22835
Town of Luray –Police	45 E Main St, OFC RESI, Luray, VA 22835
Town of Luray – WTP	110 Stoney Brook Ln, Luray, VA 22835
Page County Sheriff	315 W Page St, Luray, VA 22835
Luray Fire Department	1 Firehouse Ln, Luray, VA 22835
Luray Volunteer Reseue Squad	25 Memorial Dr, Luray, VA 22835
Town of Luray – Public Works	20 N Bank St, OFC RES, Luray, VA 22835

Luray

LIMITED BASIC

2 C-SPAN
3 WVPY SD2
4 WRC (NBC)
5 WTTG (FOX)
6 HSN
7 WJLA (ABC)
8 WJLA 24/7 (Wash, DC)
9 WUSA (CBS)
10 WDMV (IND)
11 QVC
12 WVPT (PBS)
13 WDCW (CW)
14,561,3487 WFDC (Univision)
16,565,3484 WZDC (Telemundo)
17 WWPX (ION)
20 WDCa (MyNetwork)
21 WMDE
22,184,1067 Jewelry TV
23,1084 Local Access
26 WETA (PBS)
68,1068 WJAL Merit Street
86 QVC2¹
87 QVC3¹
88 HSN2
104 C-SPAN2
187,1172 WTTG Start TV
188,1171 WTTG Buzzr
197,1174 WDCa Movies!
199,563,1186,3307 WFDC HD
UniMás
200,1147 WETA Kids (PBS)
202,1146 WETA United Kingdom
HD (PBS)
203,1163 WUSA True Crime
Network
204,1168 WJLA Charge!
205,1169 WJLA CometTV
206,1162 WUSA Quest
207,1190 WWPX HD Bounce TV
208,1165 WRC CoziTV
209,1178 WDCW AntennaTV
210,1180 WDMV SportsGrid
211,1181 WDMV Rewind TV
212,1166 WRC-LX
215-216 Leased Access
264,1175 WDCa Heroes & Icons
267,1155 WVPT Kids (PBS)
268,1154 WVPT Create (PBS)
270,1148 WETA HD Metro
281,1184,3320 WZDC TeleXitos
287,1657 Daystar
290 TBN
291 EWTN
294,1682 The Impact Network
401-450 Music Choice
794,1014,3310 WFDC HD
(Univision)
796,1064,3304 WZDC HD
(Telemundo)
797,1034 QVC HD
798,1042 WVPY HD2
799,1668 EWTN HD

800,1026 WETA HD (PBS)
802,1025 WDMV HD (IND)
803,1050 WDCW HD (CW)
804,1004 WRC HD (NBC)
805,1005 WTTG HD (FOX)
806,1036 WMDE HD
807,1007 WJLA HD (ABC)
808,1008 WJLA 24/7 HD (Wash,
DC)
809,1009 WUSA HD (CBS)
810,1020 WDCa HD (MyNetwork)
811,1051 WVPT HD (PBS)
812,1018 HSN HD
813,1060 WWPX HD (ION)
867,1037 QVC2 HD²
925,1053 QVC3 HD²
941,1128 C-SPAN HD
942,1129 C-SPAN2 HD
1038 Jewelry TV HD²
1048 WMDE HD²
1052 HSN2 HD²
1091 Leased Access¹
1092,1093,1095 Leased Access²
1094,1096 Leased Access
1098-1099 Leased Access
1191 WDMC Story¹
1192 WDMC Comedy¹
1193 WDMC (MeTV)¹
1196 WVR (NBC)
1197 WHSV (ABC)
1220 MLS 360²
1233 MLS 360 Spanish²
1354 FOX 4K²
1355 FOX E4K²
1356 NBC 4K²
1357 NBC E4K²
1550-1599 Music Choice
1661 TBN HD²
3955 MLS Sunday Night Soccer
Spanish²
3971 MLS Sunday Night Soccer²

KIDS & FAMILY

(INCLUDED IN POPULAR TV AND
ULTIMATE TV)
51 Freeform
52 Disney Channel
53 Nickelodeon
58 TLC
59 Hallmark Channel
76 MTV
109 National Geographic Channel
189 UP
830,1458 Hallmark Channel HD
837,1450 TLC HD
871,1473 National Geographic HD
879,1728 Nickelodeon HD
880,1715 Disney Channel HD
881,1742 Freeform HD
884,1606 MTV HD
887,1457 UP HD
1721 Primo TV HD²
1722 Kids Street HD²

ENTERTAINMENT

(INCLUDED IN POPULAR TV AND
ULTIMATE TV)
37 FX
44 USA Network
45 A&E
46 Lifetime
47 E!
49 TBS
50 TNT
54 Comedy Central
55 TV Land
56 Animal Planet
57 Discovery
60 Travel Channel
61 AMC
62 Bravo
63 Syfy
65 Oxygen
66 History
69 truTV
70 BET
71 HGTV
72 Food Network
74 VH1
111 Investigation Discovery
114 BBC America
117 WE tv
119 LMN
147 Great American Family
157 Hallmark Mystery
173 TV One
179 GSN
182 OWN (Oprah Winfrey
Network)
725 FXX
823,1403 USA Network HD
824,1409 FX HD
825,1404 TNT HD
826,1434 TBS HD
828,1435 Comedy Central HD
829,1411 Syfy HD
831,1402 A&E HD
832,1463 Bravo HD
833,1466 E! HD
835,1455 Lifetime HD
836,1428 WE tv HD
838,1492 HGTV HD
839,1484 Food Network HD
840,1488 Travel Channel HD
841,1430 truTV HD
842,1410 FXX HD
865,1626 TV One HD
866,1625 BET HD
868,1471 Animal Planet HD
869,1449 Discovery HD
875,1478 History HD
882,1612 MTV Live HD
886,1607 VH1 HD
889,1405 AMC HD
894,1459 Hallmark Mystery HD
895,1456 LMN HD
896,1464 OWN HD (Oprah
Winfrey Network)

899,1444 Investigation Discovery
HD
924,1425 GSN HD
930,1418 BBC America HD
931,1465 Oxygen HD
1426 TV Land HD²
1431 INSP HD²
1437 Comedy.TV HD²
1446 Justice Central TV HD²
1461 Great American Family HD²
1483 Recipe TV HD²
1623 AFRO HD²
1627 ASPIRE HD²
1636 GroTV HD²
1637 Revolt HD²
3131 Crossings TV HD²

SPORTS & NEWS

(INCLUDED IN SPORTS & NEWS
TV, POPULAR TV, AND ULTIMATE
TV)
34 ESPN
35 ESPN2
36 Monumental Sports Network
38 HLN
39 CNN
40 FOX News Channel
41 CNBC
42 MSNBC
43 The Weather Channel
103 Bloomberg TV
105 C-SPAN3
106 FOX Business Network
180 NewsNation
712 ACC Network
713,1314 BTN Overflow
715 BTN
724 Golf Channel
729 FOX Sports 1
735 Tennis Channel
737 FOX Sports 2
814,1122 Bloomberg TV HD
815,1102 The Weather Channel
HD
816,1112 HLN HD
817,1111 CNN HD
818,1113 MSNBC HD
819,1121 CNBC HD
820,1110 FOX News Channel HD
821,1123 FOX Business Network
HD
843,1209 FOX Sports 2 HD²
846,1250 Monumental Sports
Network HD
849,1223 Golf Channel HD
850,1205 ESPN HD
851,1206 ESPN2 HD
855,1313 BTN HD
856,1256 Monumental Sports
Network+ Overflow HD
857,1208 FOX Sports 1 HD
862,1224 Tennis Channel HD
870,1243 MotorTrend Network
HD

1108 FOX Weather HD²
1115 Newsmax TV HD²
1116 NewsNation HD²
1130 C-SPAN3 HD²
1325 ACC Network HD
1684 Jewish Broadcasting
Service HD²

ULTIMATE TV

32 MASN
33 MASN2
48 Paramount Network
67 Cartoon Network
100 POP
108 Nat Geo WILD
110 Science
112 American Heroes Channel
113 Destination America
115 fyi
116 VICE
121 Magnolia Network
124,1709 BabyFirst Americas
125 Disney Jr.
129 Nicktoons
130 Discovery Family Channel
131 Nick Jr.
132 Nick 2
133 TeenNick
135 Disney XD
139,1615 Nick Music
140 MTV2
141,630,3380 MTV TR3s
142,1633 BET Jams
143,1614 MTV Classic
144,1630 BET Soul
145,1619 CMT Music
154 ScreenPix Voices
155 Ovation
158,1789 ScreenPix Westerns
161 ReelzChannel
163 Logo
164 iFC
165 SundanceTV East
166 Hallmark Family¹
167 ScreenPix
168 ScreenPix Action
170 FLIX East
171 BBC News
172 FX Movie Channel
174 BET Her
181 Discovery Life
192 Smithsonian Channel
584,3482 FOX Deportes
586,3485 TUDN
631,3486 NBC Universo
667 TVK24
710 SEC Network (National)
719 ESPNNews
728 Outdoor Channel
730 ESPN
732 CBS Sports Network
733 NFL Network
738 MLB Network

739 NHL Network
749 NBA TV
827,1412 Paramount Network HD
844,1255 MASN2 HD
845,1251 MASN HD
852,1210 ESPNNews HD
853,1301 ESPNU HD
854,1303 CBS Sports Network HD
858,1217 NHL Network HD
859,1219 MLB Network HD
860,1215 NFL Network HD
863,1218 NBA TV HD
864,1236 Outdoor Channel HD
872,1451 Science HD
873,1487 Destination America HD
874,1486 fyi HD
877,1716 Disney XD HD
878,1734 Cartoon Network HD
893,1438 IFC HD
913,1321 SEC Network HD (National)
914,1472 Nat Geo WILD HD
915,1477 Smithsonian Channel HD
934,1714 Discovery Family Channel HD
940,1427 POP HD
946,1462 Ovation HD
948,1436 VICE HD
1117 BBC News HD²
1228,3360 Zona Futbol HD²
1229,3359 TUDN HD²
1230,3353 FOX Deportes HD²
1232,3387 NBC Universo HD²
1238 Pursuit Channel HD²
1246 FanDuel HD²
1429 ReelzChannel HD²
1433 getTV HD²
1439 Logo HD²
1440 SundanceTV HD East²
1460 Hallmark Family HD²
1480 American Heroes Channel HD²
1493 Magnolia Network HD²
1497 Discovery Life HD²
1613 AXS TV²
1628 BET Her HD²
1629 The Africa Channel²
1639 MTV2 HD²
1701 Disney Jr. HD²
1702 Nick Jr. HD²
1727 Nicktoons²
1729 NICK 2 HD²
1740 TeenNick HD²
1766 FX Movie Channel HD²
1771 FLIX East HD²
1786 ScreenPix HD²
1787 ScreenPix Action HD²
1788 ScreenPix Voices HD²
3491 Zona Futbol¹

DEPORTES

584,3482 FOX Deportes
585,1231,3351,3481 ESPN Deportes
586,3485 TUDN
587,3355 Latin American Sports
631,3486 NBC Universo
1228,3360 Zona Futbol HD²

1229,3359 TUDN HD²
1230,3353 FOX Deportes HD²
1232,3387 NBC Universo HD²
3491 Zona Futbol¹

XFINITY TV LATINO

141,630,3380 MTV TR3s
562,3489 Univision Alt
564,3490 UniMás Alt
567,3483 Galavision
570,3396 CNN en Espanol
571,3416 SUR TV
575 Discovery en Espanol
577 History en Espanol
579,3378 HITN
584,3482 FOX Deportes
585,1231,3351,3481 ESPN Deportes
586,3485 TUDN
587,3355 Latin American Sports
588,3495 Centroamerica TV
590,3337 Disney XD en Espanol
592,3331 BabyFirst Americas - Spanish
593 Discovery Familia
594,3340 Vme Kids
595,3344 ESNE TV
597,3345 EWTN en Espanol
601,3493 Mexicana
604,3419 TeleFormula
605,3410 Multimedios
607,3382 Once Mexico
611,3428 WAPA America
612,3423 Televisión Dominicana
615,3492 Caracol TV
616,3412 Nuestra Tele
617,3424 TV Venezuela
618,3425 TVE Internacional
620,3418 Telefe
621,3422 TV Chile
622,3407 Ecuavisa
623,3415 SUR Peru
625,3384 RC Novelas
626,3383 Pasiones
628,3385 Kanal Drama
631,3486 NBC Universo
637,3388 Video Rola
644 Sony Cine
645,3442 Cine Mexicano
647,3441 Cinelatino
649 ViendoMovies
651,3445 Cinema Dinamita
1228,3360 Zona Futbol HD²
1229,3359 TUDN HD²
1230,3353 FOX Deportes HD²
1232,3387 NBC Universo HD²
3308 UniMás Alt HD²
3311 Univision Alt HD²
3335 Discovery Familia HD²
3371 Discovery en Espanol HD²
3375 Galavision HD²
3377 History en Espanol HD²
3404 Caracol HD²
3409 Mexicana HD²
3443 Sony Cine HD²
3447 ViendoMovies HD²
3491 Zona Futbol¹

MORE SPORTS & ENTERTAINMENT PACKAGE

146 CMT
159,1445 Crime & Investigation
169 TCM
176,1479 Military History Channel
717,1247 FanDuel Racing
719 ESPNNews
728 Outdoor Channel
730 ESPNU
732 CBS Sports Network
733 NFL Network
734 NFL RedZone
736 Sportsman Channel
738 MLB Network
739 NHL Network
749 NBA TV
852,1210 ESPNNews HD
853,1301 ESPNU HD
854,1303 CBS Sports Network HD
858,1217 NHL Network HD
859,1219 MLB Network HD
860,1215 NFL Network HD
861,1216 NFL RedZone HD
863,1218 NBA TV HD
864,1236 Outdoor Channel HD
883,1608 CMT HD
890,1755 TCM HD
1237 Sportsman Channel HD²
1246 FanDuel HD²
1433 getTV HD²

PREMIUM CHANNELS

148,1777 STARZ ENCORE Black East
150 STARZ ENCORE East
152,1775 STARZ ENCORE Action East
160,1784 STARZ ENCORE Westerns East
300,1802 HBO HD East
301 HBO East
302,1804 HBO2 East
303,1806 HBO Signature East
304,1808 HBO Family East
305,1810 HBO Comedy East
306,1808 HBO West
310,1812 HBO Zone East
311,1814,3455 HBO Latino East
319,1820 CINEMAX HD East
320 CINEMAX East
339,1840 Paramount+ with SHOWTIME HD East
340 Paramount+ with SHOWTIME East
341,1842 SHOWTIME 2 East
342,1846 SHOWTIME Showcase East
346,1844 SHOWTIME BET East
347,1848 SHOWTIME Extreme East
350 The Movie Channel East
351,1860 The Movie Channel HD East
352,1862 The Movie Channel Xtra East
369,1868 STARZ East HD
370 STARZ East

372 MGM+ East
373,1871 MGM+ HD (East)
374 MGM+ Hits
375 MGM+ Drive-In
376 MGM+ Marquee
891,1773 STARZ ENCORE East HD
892,1406,1816 AMC+ HD²
1821 CINEMAX West
1822 MoreMAX East
1824 ActionMAX East
1826 ThrillerMax East
1828 MovieMax
1830 5StarMAX
1832 OuterMAX
1834,3453 Max Latino
1873 MGM+ Hits HD²
1874 MGM+ Marquee HD²
1875 MGM+ Drive-In HD²
1883 Playboy HD²
1884 Playboy En Espanol HD²
1885 Hustler HD²
1886 Vivid HD²
1887 Mature HD²
1888 Penthouse HD²
1889 Vixen HD²
1890 Arouse HD²
1891 Xtsy HD²
1893 Juicy HD²
1894 TEN+ HD²

INTERNATIONAL SELECTIONS³

3101 Willow Plus HD
3102 TV Asia HD
3103 ZeeTV HD
3106 SET HD
3108 ABP News
3135 CCTV4
3137 Phoenix Info News
3138 CTI Zhong Tian Channel
3139 Phoenix NA
3140 ETTV Super
3150 TVB Jade
3172 Non-broadcast (KBS)
3185 Saigon Broadcasting Television Network
3194 The Filipino Channel HD
3195 GMA Pinoy TV
3196 GMA Life TV
3212 RecordTV Europa HD
3213 TV Globo HD
3216 SIC International
3217 RTPi (Portuguese)
3225 RTVI (Russian)
3226 RTN (Russian)
3227 Russian Kino
3230 Impact TV
3245 ART Network
3250 The Israeli Network
3265 TV5 Monde HD
3275 AntennaTV
3280 RAI International HD
3281 Mediaset Italia
3285 Willow Plus
3286 TV Asia
3287 ZeeTV
3289 SET
3292 RecordTV
3293 TV Globo
3294 TV5 Monde
3295 RAI International
3296 The Filipino Channel

PAY-PER-VIEW

501 IN DEMAND PPV
502 IN DEMAND PPV 7
785,1201 IN DEMAND PPV HD
863,1218 NBA TV HD
3001 MLB EI - Arizona Diamondbacks
3002 MLB EI - Atlanta Braves
3003 MLB EI - Baltimore Orioles
3004 MLB EI - Boston Red Sox
3005 MLB EI - Chicago Cubs
3006 MLB EI - Chicago White Sox
3007 MLB EI - Cincinnati Reds
3008 MLB EI - Cleveland Indians
3009 MLB EI - Colorado Rockies
3010 MLB EI - Detroit Tigers
3011 MLB EI - Houston Astros
3012 MLB EI - Kansas City Royals
3013 MLB EI - Los Angeles Angels
3014 MLB EI - Los Angeles Dodgers
3015 MLB EI - Miami Marlins
3016 MLB EI - Milwaukee Brewers
3017 MLB EI - Minnesota Twins
3018 MLB EI - New York Mets
3019 MLB EI - New York Yankees
3020 MLB EI - Oakland Athletics
3021 MLB EI - Philadelphia Phillies
3022 MLB EI - Pittsburgh Pirates
3023 MLB EI - San Diego Padres
3024 MLB EI - San Francisco Giants
3025 MLB EI - Seattle Mariners
3026 MLB EI - St. Louis Cardinals
3027 MLB EI - Tampa Bay Rays
3028 MLB EI - Texas Rangers
3029 MLB EI - Toronto Blue Jays
3030 MLB EI - Washington Nationals
3034 NBA LP - Atlanta Hawks
3035 NBA LP - Boston Celtics
3036 NBA LP - Brooklyn Nets
3037 NBA LP - Charlotte Hornets
3038 NBA LP - Chicago Bulls
3039 NBA LP - Cleveland Cavaliers
3040 NBA LP - Dallas Mavericks
3041 NBA LP - Denver Nuggets
3042 NBA LP - Detroit Pistons
3043 NBA LP - Golden State Warriors
3044 NBA LP - Houston Rockets
3045 NBA LP - Indiana Pacers
3046 NBA LP - Los Angeles Clippers
3047 NBA LP - Los Angeles Lakers
3048 NBA LP - Memphis Grizzlies
3049 NBA LP - Miami Heat
3050 NBA LP - Milwaukee Bucks
3051 NBA LP - Min Timberwolves
3052 NBA LP - New Orleans Pelicans

3053 NBA LP - New York Knicks
3054 NBA LP - Oklahoma City Thunder
3055 NBA LP - Orlando Magic
3056 NBA LP - Philadelphia 76ers
3057 NBA LP - Phoenix Suns
3058 NBA LP - Portland Trailblazers
3059 NBA LP - Sacramento Kings
3060 NBA LP - San Antonio Spurs
3061 NBA LP - Toronto Raptors
3062 NBA LP - Utah Jazz
3063 NBA LP - Washington Wizards
3067 NHL CI - Anaheim Ducks
3068 NHL CI - Boston Bruins
3069 NHL CI - Buffalo Sabres
3070 NHL CI - Calgary Flames
3071 NHL CI - Carolina Hurricanes
3072 NHL CI - Chicago Blackhawks
3073 NHL CI - Colorado Avalanche
3074 NHL CI - Columbus Blue Jackets
3075 NHL CI - Dallas Stars
3076 NHL CI - Detroit Red Wings
3077 NHL CI - Edmonton Oilers
3078 NHL CI - Florida Panthers
3079 NHL CI - Los Angeles Kings
3080 NHL CI - Minnesota Wild
3081 NHL CI - Montreal Canadiens
3082 NHL CI - Nashville Predators
3083 NHL CI - New Jersey Devils
3084 NHL CI - New York Islanders
3085 NHL CI - New York Rangers
3086 NHL CI - Ottawa Senators
3087 NHL CI - Philadelphia Flyers
3088 NHL CI - Pittsburgh Penguins
3089 NHL CI - San Jose Sharks
3090 NHL CI - Seattle Kraken
3091 NHL CI - St. Louis Blues
3092 NHL CI - Tampa Bay Lightning
3093 NHL CI - Toronto Maple Leafs
3094 NHL CI - Utah Hockey Club
3095 NHL CI - Vancouver Canucks
3096 NHL CI - Vegas Golden Knights
3097 NHL CI - Washington Capitals
3098 NHL CI - Winnipeg Jets
3956 MLS Season Pass Game 1 Spanish
3957 MLS Season Pass Game 2 Spanish
3958 MLS Season Pass Game 3 Spanish
3959 MLS Season Pass Game 4 Spanish
3960 MLS Season Pass Game 5 Spanish
3961 MLS Season Pass Game 6 Spanish

3962 MLS Season Pass Game 7 Spanish
3963 MLS Season Pass Game 8 Spanish
3964 MLS Season Pass Game 9 Spanish
3965 MLS Season Pass Game 10 Spanish
3966 MLS Season Pass Game 11 Spanish
3967 MLS Season Pass Game 12 Spanish
3968 MLS Season Pass Game 13 Spanish
3969 MLS Season Pass Game 14 Spanish
3970 MLS Season Pass Game 15 Spanish
3972 MLS Season Pass Game 1
3973 MLS Season Pass Game 2
3974 MLS Season Pass Game 3
3975 MLS Season Pass Game 4
3976 MLS Season Pass Game 5
3977 MLS Season Pass Game 6
3978 MLS Season Pass Game 7
3979 MLS Season Pass Game 8
3980 MLS Season Pass Game 9
3981 MLS Season Pass Game 10
3982 MLS Season Pass Game 11
3983 MLS Season Pass Game 12
3984 MLS Season Pass Game 13
3985 MLS Season Pass Game 14
3986 MLS Season Pass Game 15

ON DEMAND

1,1000,1879,1897 Xfinity Presents¹
186,550,1880,1896 Xfinity Latino Presenta¹
321,1817 Hitz¹
322,1818 Hitz 2¹
323,1819 Hitz 3¹
500,1878,1881,1895 PARENTAL¹
540,1882 Adult On Demand¹
888,1622 Xfinity Black Experience¹
1751 Free Movies On Demand¹
1801 HBO On Demand¹
1867 STARZ On Demand¹
1898,3300,3370,3400 Xfinity Latino Presenta¹
1899,3349,3440,3450 PARENTAL¹
3480 PARENTAL¹

XFINITY INSTANT TV LATINO

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)
567,3483 Galavision
570,3396 CNN en Espanol
575 Discovery en Espanol
577 History en Espanol
592,3331 BabyFirst Americas - Spanish
593 Discovery Familia
594,3340 Vme Kids
626,3383 Pasiones
644 Sony Cine
645,3442 Cine Mexicano

647,3441 Cinelatino
649 ViendoMovies
651,3445 Cinema Dinamita
3335 Discovery Familia HD²
3371 Discovery en Espanol HD²
3375 Galavision HD²
3377 History en Espanol HD²
3443 Sony Cine HD²
3447 ViendoMovies HD²
DIGITAL ECONOMY
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)
39 CNN
40 FOX News Channel
44 USA Network
45 A&E
46 Lifetime
47 E!
54 Comedy Central
55 TV Land
56 Animal Planet
57 Discovery
59 Hallmark Channel
61 AMC
63 Syfy
66 History
70 BET
103 Bloomberg TV
106 FOX Business Network
109 National Geographic Channel
114 BBC America
157 Hallmark Mystery
171 BBC News
192 Smithsonian Channel
814,1122 Bloomberg TV HD
817,1111 CNN HD
820,1110 FOX News Channel HD
821,1123 FOX Business Network HD
823,1403 USA Network HD
828,1435 Comedy Central HD
829,1411 Syfy HD
830,1458 Hallmark Channel HD
831,1402 A&E HD
833,1466 E! HD
835,1455 Lifetime HD
866,1625 BET HD
868,1471 Animal Planet HD
869,1449 Discovery HD
871,1473 National Geographic HD
875,1478 History HD
889,1405 AMC HD
894,1459 Hallmark Mystery HD
915,1477 Smithsonian Channel HD
930,1418 BBC America HD
1117 BBC News HD²
1426 TV Land HD²
1627 ASPIRE HD²

FAMILY TIER

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)
38 HLN
43 The Weather Channel
52 Disney Channel
53 Nickelodeon
71 HGTV
72 Food Network
109 National Geographic Channel

110 Science
121 Magnolia Network
130 Discovery Family Channel
133 TeenNick
135 Disney XD
815,1102 The Weather Channel HD
816,1112 HLN HD
838,1492 HGTV HD
839,1484 Food Network HD
871,1473 National Geographic HD
872,1451 Science HD
877,1716 Disney XD HD
879,1728 Nickelodeon HD
880,1715 Disney Channel HD
934,1714 Discovery Family Channel HD
1740 TeenNick HD²

STARTER LATINO TV

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)
34 ESPN
35 ESPN2
36 Monumental Sports Network
37 FX
38 HLN
41 CNBC
42 MSNBC
49 TBS
50 TNT
51 Freeform
53 Nickelodeon
58 TLC
60 Travel Channel
62 Bravo
71 HGTV
74 VH1
76 MTV
117 WE tv
119 LMN
173 TV One
179 GSN
180 NewsNation
182 OWN (Oprah Winfrey Network)
712 ACC Network
713,1314 BTN Overflow
715 BTN
724 Golf Channel
816,1112 HLN HD
818,1113 MSNBC HD
819,1121 CNBC HD
824,1409 FX HD
825,1404 TNT HD
826,1434 TBS HD
832,1463 Bravo HD
836,1428 WE tv HD
837,1450 TLC HD
838,1492 HGTV HD
840,1488 Travel Channel HD
846,1250 Monumental Sports Network HD
849,1223 Golf Channel HD
850,1205 ESPN HD
851,1206 ESPN2 HD
855,1313 BTN HD
856,1256 Monumental Sports Network+ Overflow HD
865,1626 TV One HD

870,1243 MotorTrend Network HD
879,1728 Nickelodeon HD
881,1742 Freeform HD
882,1612 MTV Live HD
884,1606 MTV HD
886,1607 VH1 HD
895,1456 LMN HD
896,1464 OWN HD (Oprah Winfrey Network)
924,1425 GSN HD
1116 NewsNation HD²
1325 ACC Network HD

ECONOMY PLUS

LATINO TV

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)

37 FX
38 HLN
41 CNBC
42 MSNBC
51 Freeform
53 Nickelodeon
58 TLC
60 Travel Channel
62 Bravo
71 HGTV
74 VH1
76 MTV
117 WE tv
119 LMN
173 TV One
179 GSN
180 NewsNation
182 OWN (Oprah Winfrey Network)
816,1112 HLN HD
818,1113 MSNBC HD
819,1121 CNBC HD
824,1409 FX HD
832,1463 Bravo HD
836,1428 WE tv HD
837,1450 TLC HD
838,1492 HGTV HD
840,1488 Travel Channel HD
865,1626 TV One HD
870,1243 MotorTrend Network HD
879,1728 Nickelodeon HD
881,1742 Freeform HD
882,1612 MTV Live HD
884,1606 MTV HD
886,1607 VH1 HD
895,1456 LMN HD
896,1464 OWN HD (Oprah Winfrey Network)
924,1425 GSN HD
1116 NewsNation HD²
EXPANDED BASIC
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)
34 ESPN
35 ESPN2
36 Monumental Sports Network
37 FX
38 HLN
39 CNN
40 FOX News Channel
41 CNBC

42 MSNBC	823,1403 USA Network HD	1461 Great American Family HD ²
43 The Weather Channel	824,1409 FX HD	1483 Recipe TV HD ²
44 USA Network	825,1404 TNT HD	1623 AFRO HD ²
45 A&E	826,1434 TBS HD	1627 ASPIRE HD ²
46 Lifetime	828,1435 Comedy Central HD	1636 GriotV HD ²
47 E!	829,1411 Syfy HD	1637 Revolt HD ²
49 TBS	830,1458 Hallmark Channel HD	1684 Jewish Broadcasting
50 TNT	831,1402 A&E HD	Service HD ²
51 Freeform	832,1463 Bravo HD	1721 Primo TV HD ²
52 Disney Channel	833,1466 E! HD	1722 Kids Street HD ²
53 Nickelodeon	835,1455 Lifetime HD	3131 Crossings TV HD ²
54 Comedy Central	836,1428 WE tv HD	
55 TV Land	837,1450 TLC HD	
56 Animal Planet	838,1492 HGTV HD	
57 Discovery	839,1484 Food Network HD	
58 TLC	840,1488 Travel Channel HD	
59 Hallmark Channel	841,1430 truTV HD	
60 Travel Channel	842,1410 FXX HD	
61 AMC	843,1209 FOX Sports 2 HD ²	
62 Bravo	846,1250 Monumental Sports	
63 Syfy	Network HD	
65 Oxygen	849,1223 Golf Channel HD	
66 History	850,1205 ESPN HD	
69 truTV	851,1206 ESPN2 HD	
70 BET	855,1313 BTN HD	
71 HGTV	856,1256 Monumental Sports	
72 Food Network	Network+ Overflow HD	
74 VH1	857,1208 FOX Sports 1 HD	
76 MTV	862,1224 Tennis Channel HD	
103 Bloomberg TV	865,1626 TV One HD	
105 C-SPAN3	866,1625 BET HD	
106 FOX Business Network	868,1471 Animal Planet HD	
109 National Geographic Channel	869,1449 Discovery HD	
111 Investigation Discovery	870,1243 MotorTrend Network	
114 BBC America	HD	
117 WE tv	871,1473 National Geographic HD	
119 LMN	875,1478 History HD	
147 Great American Family	879,1728 Nickelodeon HD	
157 Hallmark Mystery	880,1715 Disney Channel HD	
173 TV One	881,1742 Freeform HD	
179 GSN	882,1612 MTV Live HD	
180 NewsNation	884,1606 MTV HD	
182 OWN (Oprah Winfrey	886,1607 VH1 HD	
Network)	887,1457 UP HD	
189 UP	889,1405 AMC HD	
712 ACC Network	894,1459 Hallmark Mystery HD	
713,1314 BTN Overflow	895,1456 LMN HD	
715 BTN	896,1464 OWN HD (Oprah	
724 Golf Channel	Winfrey Network)	
725 FXX	899,1444 Investigation Discovery	
729 FOX Sports 1	HD	
735 Tennis Channel	924,1425 GSN HD	
737 FOX Sports 2	930,1418 BBC America HD	
814,1122 Bloomberg TV HD	931,1465 Oxygen HD	
815,1102 The Weather Channel	1108 FOX Weather HD ²	
HD	1115 Newsmax TV HD ²	
816,1112 HLN HD	1116 NewsNation HD ²	
817,1111 CNN HD	1130 C-SPAN3 HD ²	
818,1113 MSNBC HD	1325 ACC Network HD	
819,1121 CNBC HD	1426 TV Land HD ²	
820,1110 FOX News Channel HD	1431 INSP HD ²	
821,1123 FOX Business Network	1437 Comedy.TV HD ²	
HD	1446 Justice Central TV HD ²	

¹Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

²Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service. Requires HD Technology Fee.

³Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

A subscription to Limited Basic is required to receive video services unless otherwise indicated. TV Box, TV Adapter, or compatible customer owned device is required to receive video services. Except for Limited Basic only customers, HD programming requires subscription to HD Technology Fee and HD compatible equipment. Channel lineup subject to change. Additional restrictions may apply. See Services and Pricing card for additional information. © 2025 Comcast. All rights reserved.

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