

**August 26, 2024**  
**Town Council Addendum**

**Administrative Finance Committee- Justin Hummel**

- G. Approval of a quote from Cohen Law Group for \$23,120. The quote includes \$14,220 for negotiating the franchise renewal with Service Electric and conducting a franchise fee audit (last audit was done in 2014). In addition, \$8,900 would be for negotiating a franchise agreement with Comcast. Note: If approved, L. Dooley will work with Comcast legal to see if we can be reimbursed for partial of the legal fees.

**Public Works & Environmental Committee- James Garman**

- I. Approval of entering into a Memorandum of Understanding with AYSO.



**PROPOSAL TO PERFORM  
CABLE FRANCHISE SERVICES**

**submitted to the**

**TOWN OF BLOOMSBURG**

**by the**

**COHEN LAW GROUP**

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Pittsburgh, PA 15215**

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**August 25, 2024**

## **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>I. INTRODUCTION .....</b>	<b>1</b>
<b>II. POTENTIAL FRANCHISE BENEFITS .....</b>	<b>3</b>
<b>III. SCOPE OF SERVICES .....</b>	<b>7</b>
<b>IV. PROFESSIONAL BACKGROUND.....</b>	<b>10</b>
<b>V. COST OF SERVICES.....</b>	<b>11</b>

## **I. INTRODUCTION**

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the Town of Bloomsburg (the “Town”) with the following cable franchise projects: 1) negotiating a cable franchise renewal agreement and conducting a franchise fee audit of Service Electric Cablevision, Inc. (“Service Electric”); and 2) negotiating an initial franchise agreement with Comcast Cable Communications Management LLC (“Comcast”). The Town’s current franchise agreement with Service Electric will expire on May 31, 2025. In addition, Comcast has approached the Town for a separate franchise agreement in order to provide competitive services. As such, now is the time for the Town to start the franchise process with both cable operators.

Franchise negotiations are the best opportunity for the Town to obtain significant benefits and assert its legal rights with both cable operators. It is also good public policy to negotiate both agreements at the same time to: 1) address issues related to cable franchising in the Town simultaneously; 2) ensure that there is consistency of key terms in the agreements and “competitive equity” between the cable operators with respect to the Town’s regulatory oversight; and 3) synchronize as much as possible the effective dates of the two agreements so that the next renewal negotiations will also occur during the same time period.

There have been dramatic changes in video technology since the commencement of the Town’s current cable franchise agreements, including the expansion of digital technology, increased high definition (HD) format, the growth in video-on-demand programming, and, perhaps most important, the introduction of internet-based video services (also referred to as video streaming) such as Netflix, Hulu, Paramount and Disney+.

There also have been major changes in the franchise operations of both cable operators as

the companies are experiencing more competition today than they did when the Town's current franchise with Service Electric went into effect in 2015. Finally, there have been important recent changes in federal law and regulations applicable to cable franchising. For example, in 2019 the Federal Communications Commission ("FCC") issued its *Third Report and Order*, which made fundamental changes to the cable franchise process and the benefits available to municipalities.

Municipal officials have two critical roles when it comes to negotiating a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the municipality's public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled to a fair return for the cable company's use of those public properties. Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable operators today, but also doing everything possible to prepare for the future. Cable and internet technology changes very rapidly. A cable franchise agreement must provide for the benefits from existing technologies as well as those that may become available from future technologies. Our objective will be to negotiate a new franchise agreement with each cable operator that secures increased financial and legal benefits for the Town.

The Cohen Law Group is uniquely qualified to represent the Town in franchise negotiations with Service Electric and Comcast and a franchise fee audit of Service Electric. For over 26 years, our firm has specialized in cable franchise matters on behalf of local governments. We have negotiated more franchise agreements and conducted more franchise fee audits than any other law firm in Pennsylvania and surrounding states. We have also negotiated numerous franchise agreements with both cable operators and conducted numerous franchise fee audits of Service

Electric. We know the negotiators that each company has assigned to the Town. We also know each company's franchise policies as well as its negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 26 years. He was recently a Board member and Co-Chair of the Legal Committee for the National Association of Telecommunications Officers and Advisors (NATOA), which is the national organization that advocates for local governments in these fields. Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities, because he was a municipal official himself. As a member of the Pittsburgh City Council for 12 years prior to founding CLG, he understands the practical needs and the financial constraints facing municipal officials. In addition, CLG has a strong team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Joel Winston, attorney Mike Roberts, and Office Manager Victoria Novak.

CLG has developed a three-step approach to cable franchise projects. The first step is identifying the client's specific needs. Since clients' needs often become better defined as the project progresses, we maintain flexibility to achieve a franchise agreement and franchise fee audit results that accomplish the client's specific goals. Second, we negotiate firmly and deliberately with the cable operators in order to reach agreement in a timely fashion. Finally, we work efficiently to achieve results that are cost effective for the client. We are keenly aware of the tight budgets facing municipalities today, and we keep our attorneys' fees as low as possible.

## **II. POTENTIAL FRANCHISE BENEFITS**

There are significant benefits available to the Town in negotiating new cable franchise agreements with Service Electric and Comcast. The key to receiving these benefits is to know the

laws and regulations relating to each benefit and to negotiate from strength to obtain them from each cable operator. The following is a list of some of the more important potential benefits.

- 1. Franchise Fee Revenue.** Under federal law, the Town may assess a franchise fee of up to 5% of the cable company’s “gross revenues” for cable services derived from the Town. The central subject of negotiation with the cable operators will be the specific revenue sources to be included in the definition of “gross revenues.” **CLG has developed a comprehensive list that now includes 27 eligible revenue sources. The Town’s current agreement with Service Electric agreement includes only 12 revenue sources. The addition of new revenue sources to the definition of “gross revenues” in the Service Electric agreement (and a comprehensive definition in the Comcast agreement) will increase franchise fee revenue to the Town.**<sup>1</sup> Please note that franchise fees are passed through to cable customers as a separate line item on their bills.
- 2. Franchise Fee Accountability.** In addition to franchise fee revenue, it is also important for the Town to require franchise fee accountability. In a franchise agreement, these include: a) detailed franchise fee reports with each payment; b) the right to conduct franchise fee audits with penalties for underpayments; and c) protections against franchise fee reductions due to bundled service discounts (the “triple play” of internet, television, and telephone).

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<sup>1</sup> Note that the decrease or increase in the number of cable subscribers will also impact franchise fee revenues.

3. **Build-Out of Cable System.** In the Comcast franchise agreement, it is important to include the geographical area and time frame for build-out of the cable system. This includes attempting to negotiate a full build-out of the Town within a reasonable period of time. If a full build-out is not included in the franchise agreement, then certain neighborhoods will have the benefit of cable competition (which typically includes lower rates and improved service) while other neighborhoods will not. This is a critical issue in the negotiation of a competitive cable franchise agreement.
4. **Legal Protections of the Rights-of-Way.** Because cable operators place wires and equipment in the public rights-of-way, it is critical that the franchise agreements include legal protections for the Town. These include timely repair and restoration of property damage, emergency removal of equipment, a permitting process for work in the rights-of-way, indemnification, and full insurance coverage.
5. **Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards on a cable operator. We recommend comprehensive and enforceable standards, such as telephone answering time limits for cable company operators, refunds for service interruptions, appointment windows for technician visits, and procedures for resolving customer billing disputes.
6. **Public, Educational and Governmental (PEG) Channel.** Municipalities have a legal right under federal law to dedicated



channel space for public, educational and governmental (“PEG”) programming. PEG Channels may be used to broadcast government meetings, public safety alerts, local announcements and/or athletic events. Depending on whether the Town operates or wishes to operate a PEG channel, the agreement may include benefits, such as high definition (HD) format and a cash grant for equipment, or it may simply reserve the right for a channel in the future.

7. **Competitive Equity.** A major issue in the negotiations will be competitive equity between the two cable operators. This includes not only similar (but not necessarily the same) “business terms” in the agreements, but also a competitive equity provision that protects the Town. Both cable operators will seek a competitive equity provision in the agreements. It is important that any such provision does not undermine cable competition or create any legal risk for the Town.
8. **Free Services.** It is common in a franchise agreement for cable companies to provide complimentary cable service to municipal facilities, schools, and libraries. The major subject of negotiation is typically the specific community facilities that will receive the service and the level of service received. Please note that this benefit will be significantly impacted by the FCC’s 2019 *Third Report and Order*.
10. **Enforcement.** Once each cable operator agrees to certain benefits to the Town, the Town must be able to enforce these obligations. Practical enforcement tools are needed to ensure that each company

meets its contractual obligations. These may include daily monetary fines (also known as liquidated damages), a performance bond, and the right to revoke the franchise in extreme cases.

- 11. Length of Term.** Because video technology changes rapidly, municipalities typically seek a shorter length of franchise term. Cable companies typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation.

### **III. SCOPE OF SERVICES**

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Town in cable franchise negotiations with Service Electric and Comcast and a franchise fee audit of Service Electric.

#### **A. Preliminary Setting of Priorities**

We will first arrange a virtual meeting or conference call with Town officials to kick off the project. We will describe the cable franchise process, including the formal and informal processes prescribed by the federal Cable Act. We will inform Town officials of their legal rights, including the areas in which they have legal authority over the cable operators and those areas in which their authority is limited. We will outline potential benefits to the Town and solicit the concerns of Town officials regarding the cable operators. Finally, we will prepare a public notice and written talking points for a required public hearing for franchise renewal with Service Electric (a public hearing is not required for the initial franchise agreement with Comcast).

During this preliminary phase, we recommend that the Town perform a franchise fee audit of Service Electric to determine whether the cable operator has paid the Town all the franchise fee

revenue to which it is entitled. Franchise renewal is the best time to conduct an audit, because, if underpayments are found, the Town has more leverage to collect the underpayments. CLG conducts audits on a regular basis. In 2014, we conducted an audit of Service Electric for the Town and found underpayments of \$23,519.05. In 2021-23, we conducted over 120 franchise fee audits and discovered underpayments approximately 65% of the time. The scope of services for this franchise fee audit is discussed below.

## **B. Franchise Fee Audit**

The Cable Act authorizes municipalities to assess up to 5% of the cable operator's "gross revenues" for cable services derived from the Town. "Gross revenues" consists of many distinct revenue sources. We will prepare a written Request for Information and Documents ("RFID") to Service Electric for franchise fee financial information relevant to the Town. CLG will then:

- Make a determination of all eligible revenue sources for the Town based upon the Town's current definition of "gross revenues."
- Review Service Electric's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for the Town.
- Identify the revenue sources that the cable operator has included in its franchise fee documentation. Determine whether the cable operator has applied the fee to all eligible revenue sources. Identify any revenue sources to which the municipality is entitled, but which the cable operator did not include in calculating "gross revenues."
- Ensure that all eligible revenues in Service Electric's financial records are accurately included in the franchise fee payments in accordance with the Town's agreement.
- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as "trouble call" fees, broadcast retransmission fees, whole house maintenance fees, franchise fee-on-fees, to determine proper inclusion in the determination of franchise fees for the time period under review.

- Ensure that “bundled service” revenues (i.e. revenues applied to cable, internet, and phone services) have been accurately apportioned to cable service, which is the only service that may legally be subject to the franchise fee.
- Obtain a “homes passed list” from Service Electric for each municipality to determine whether the cable operator is properly coding all cable customers to the correct municipality. This includes asking each municipality to compare the homes passed database against its residential database for possible errors.
- Re-perform certain cable operator calculations determining franchise fee revenues for the period under review. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources on specific items comprising general franchise fee categories such as “miscellaneous revenues.”
- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable operator to explain such discrepancies and/or inconsistencies.
- Determine whether there are franchise fee underpayments to the Town for the period under review, the amount of any underpayment, and whether any penalties and/or interest apply in accordance with each municipality’s franchise agreement.

Our investigation includes follow-up requests for further information and discussions with the cable operator. Once the audit is completed, we will prepare a report that summarizes the results of the audit, including any franchise fee underpayments, describes the areas of inquiry, and provides charts showing subscriber and revenue trends. While CLG is fully qualified to file legal action against the cable operator to collect underpayments, the flat fee for this project does not include litigation (or mediation or arbitration). Such actions would require a separate engagement.

### **C. Drafting of Proposed Agreement**

After the setting of priorities stage is completed, we will draft a proposed agreement with both cable operators that provides the Town with the benefits and legal protections to which it is entitled under current law and technology. The agreement will include the results of the setting of priorities stage above, as well as our judgment as to the provisions that would advance the Town’s interests and meet its future cable-related needs. We will submit the draft agreement to the Town

for informal review and comment before presenting it to representatives of Service Electric and Comcast.

#### **D. Negotiation with Cable Operators**

The most important stage in the process is negotiating franchise agreements with both cable operators. The working document for these negotiations will be the franchise agreement drafted by CLG and informally approved by the Town. We will preserve the Town's legal rights under the formal process, but proceed to negotiate with both operators under the informal process outlined in the federal Cable Act. The negotiation typically consists of many conference call negotiations with representatives of each cable operator, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the cable franchise agreement.

#### **E. Consideration by the Town Council**

After tentative agreement with each cable operator has been reached on a franchise agreement, CLG will report to the Town on the substantive provisions of each deal. Specifically, we will present the Town with each final cable franchise agreement negotiated by the parties. We will also draft an executive summary of the final agreement and a recommended resolution authorizing approval of the agreement for consideration by the Town Council.

### **IV. PROFESSIONAL BACKGROUND**

The Cohen Law Group specializes in representing local governments in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of local governments for over 70 years. CLG has represented over 500 local governments in six states in negotiations with cable companies. We have also negotiated numerous franchise agreements with Service Electric and Comcast. Our legal services includes the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Drafting wireless facilities ordinances
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting of right-of-way ordinances and development of right-of-way fees
- Right-of-way management and enforcement
- Broadband expansion planning and implementation
- Digital equity planning and implementation

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. CLG attorneys have written articles on cable and wireless matters that have been published in the *Pennsylvania Township News*, *Pennsylvania Municipal Reporter* and the *Pennsylvania Borough News*. They are also frequent speakers at regional and national municipal conferences.

Prior to providing professional counsel to municipalities on cable and telecommunications matters, Dan Cohen served as an elected municipal official for 12 years on the Pittsburgh City Council. He served as Chair of Council's Cable Television Committee for 10 years and also sat on the Mayor's Telecommunications Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School. In addition to Mr. Cohen, CLG has a strong team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Joel Winston, attorney Mike Roberts, and Office Manager Victoria Novak.

## **V. COST OF SERVICES**

The following represents CLG's proposed cost of services to conduct two cable franchise negotiations (one with Service Electric and one with Comcast) and a franchise fee audit of Service Electric. We propose to perform these services on a flat fee basis, because our

significant experience in performing these projects over many years lends predictability to our efforts on behalf of Bloomsburg. In addition, a flat fee provides the Town with “price certainty.”

The following are our flat fees for the services with respect to each cable operator:

**Service Electric**

**Flat Fee for Cable Franchise Renewal and Franchise Fee Audit: \$14,220**

This flat fee includes a 10% discount for engaging our firm for both projects (negotiating a franchise renewal agreement and conducting a franchise fee audit). Our typical fee for these services is \$15,800. Please note that this fee is also 14% less than our flat fee to the Town for the same two services 10 years ago. In 2014, the fee for both services was \$16,630.

**Comcast**

**Flat Fee for Initial Cable Franchise Negotiations: \$8,900**

Please note that, in our past and current dealings with Comcast in negotiating first time franchises for our clients, **Comcast has agreed to reimburse the municipality for all or a portion of its legal fees for the project.** We will request a similar reimbursement from Comcast to Bloomsburg for this project.

Our billing policy is to bill one-third of the fee for at the beginning of the total project, one-third at the middle of each project, and one-third at the conclusion of each project. The flat fee does not include the unlikely possibility of services requested outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such developments, we would contact the Town to discuss such them prior to rendering such services. If such services were authorized, CLG would charge a fee of \$320 per hour. While it is not expected that travel will be necessary for this project (and is not included in the flat fee), if requested, our travel rate is one-half of our standard rate or \$160 per hour. We do not charge for mileage. Thank you for the opportunity to submit this proposal.



August 25, 2024

Lisa M. Dooley  
Town Manager/ Secretary/ Treasurer  
Town of Bloomsburg  
301 E. 2<sup>nd</sup> Street  
Bloomsburg, PA 17815

***RE: Town of Bloomsburg: Engagement for Cable Franchise Services***

Dear Lisa:

Thank you and the Bloomsburg Town Council for considering the engagement of our law firm to conduct cable franchise renewal negotiations with Service Electric and Comcast and a franchise fee audit of Service Electric. In accordance with our normal practice and the Code of Professional Conduct applicable to attorneys in Pennsylvania, I would like to outline our fee arrangement. This engagement is made pursuant to the Proposal to Perform Cable Franchise Services ("Proposal") submitted to the Township and dated August 25, 2024. In addition to the project benefits, scope of services, and professional background of our firm, the Proposal includes a cost of services on a flat fee basis.

While our firm's typical flat fee for these three projects is \$24,700, we have applied a discount such that **the fee for the Township for the three projects is \$23,120**. This is comprised of \$14,220 for negotiating franchise renewal and conducting a franchise fee audit of Service Electric and \$8,900 for negotiating a franchise agreement with Comcast. This fee includes all expenses. Our billing policy is to bill one-third of the fee for at the beginning of the total project, one-third at the middle of each project, and one-third at the conclusion of each project. If the terms of this engagement are acceptable, please sign this letter and email copy back to me. Thank you for your consideration.

Sincerely yours,

Daniel S. Cohen

Accepted on Behalf of Bloomsburg Township:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

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



**MAINTENANCE AND OPERATION AGREEMENT**

**BETWEEN**

**TOWN OF BLOOMSBURG**

**AND**

**BLOOMSBURG AMERICAN YOUTH SOCCER ASSOCIATION REGION  
504**

WHEREAS, the Town of Bloomsburg (hereinafter referred to as the TOWN) is the owner of the Bloomsburg Town Park, (hereinafter referred to as the PARK) and Streater Fields (hereinafter referred to as STREATER); and is responsible for the development of recreation improvements at the PARK and STREATER.

WHEREAS, the Bloomsburg American Youth Soccer Association Region 504 (hereinafter referred to as the AYSO) will use the SOCCER FIELDS within the PARK and STREATER and those improvements to benefit their athletic programs.

WHEREAS, personnel and budget limitations make it difficult for the TOWN to assume the additional maintenance responsibilities for the improvements at the PARK and STREATER.

WHEREAS, the AYSO will assume responsibility for maintenance of the SOCCER FIELDS during the playing season.

THEREFORE, the aforementioned Parties enter into this Maintenance and Operations Cooperative Agreement for the maintenance and operation of the SOCCER FIELDS at the PARK and STREATER.

This **AGREEMENT** is made and entered into by and between the Town of Bloomsburg and the Bloomsburg American Youth Soccer Organization Region 504 for the proper operation and maintenance of the SOCCER

FIELDS.

**The duties and responsibilities herein contained are made and accepted with the following express conditions:**

**ROUTINE DAILY RESPONSIBILITIES**

The AYSO shall be responsible for all routine daily maintenance of the SOCCER FIELDS during the playing season including the bagging of excess trash and recycling

The TOWN agrees to cooperate and support the AYSO, wherever feasible with tools, equipment and materials. In addition, the TOWN will empty and remove trash and recycling from park receptacles, provide emergency repair support and assume all responsibility including financial, for major rehabilitation of park facilities.

#### **LIABILITY INSURANCE**

The AYSO shall provide liability insurance for at least a million dollars listing the TOWN as an additional insured to cover scheduled events. The TOWN shall secure bodily injury and liability insurance coverage as recommended by its insurance carrier to protect its interests throughout the year.

#### **EMERGENCY WORK**

The AYSO shall perform emergency relief work during the playing season. Examples of emergency relief work are: cleanup after a flooding event and broken branches and/or split trees caused by high winds which present a hazard to property or public safety. The TOWN'S Public Works Department will handle any flood cleanup and tree related problems throughout the year.

#### **LANDSCAPING**

The AYSO will assume the following responsibilities and costs during the playing season and the TOWN will assume the following during the non-season.

**Mowing** - The grass will be mowed at least once a week during the growing season (except during periods of drought) to prevent the grass from exceeding four (4) inches in height.

**Trimming** - The grass around curbs, trees, bushes utility poles, sign posts, fencing, etc. shall be trimmed weekly.

**Removal of Leaves** - Regular removal of leaves will be scheduled.

### **SANITATION AND LITTER REMOVAL**

The AYSO and the TOWN are responsible for maintaining the park area in a neat and attractive condition. Litter and debris must be collected on a daily basis, with the exception of weekends and holidays, and placed in appropriate containers. The containers shall be emptied on a regular basis by the TOWN or the AYSO during their respective maintenance seasons.

## **EQUIPMENT INSPECTION, REPAIR AND REPLACEMENT**

The TOWN shall be responsible for any major replacement, repair and rehabilitation of equipment which would be beyond the reasonable capability of the AYSO to repair, replace or rehabilitate.

Examples of responsibilities beyond the capability of the AYSO are: asphalt sealing and repair, tree work and removal, underground utility work, etc.

## **VANDALISM**

Any damage occurring as a result of vandalism should be corrected immediately by the AYSO or the TOWN during their respective season of responsibility. It is the TOWN'S responsibility to correct, on a timely basis and upon timely notice thereof, severe damage to or total destruction of park property and equipment. All incidents of vandalism and subsequent repairs are to be reported to the TOWN'S Police Department.

## **RENOVATION**

Any renovation required as a result of normal use over a prolonged period, to restore facilities to their former state or condition is the responsibility of the TOWN. Any major renovation, design change or improvement to the SOCCER FIELDS are subject to review and input by the TOWN and the AYSO.

## **RECREATION SURFACE MAINTENANCE**

**Turf** shall be maintained as described under Item #5, LANDSCAPING.

**Asphalt Areas** will be surface cleaned or litter and debris by the TOWN. The

TOWN is responsible for reconditioning the asphalt areas and repairing, when necessary, any cracks or holes.

## **REPORTS, INSPECTIONS AND COMMUNICATIONS**

Daily inspections shall be conducted by the AYSO and the TOWN during their respective seasons of responsibility. Any and all communications regarding the field and/or equipment shall be conveyed to the TOWN.

#### **RECREATION PROGRAM**

The TOWN and AYSO will act cooperatively to coordinate their respective recreation programs so as to provide certain special events and athletic league activities, throughout the year and during the regular summer recreation program.

## Terms of Agreement

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and shall become effective on this date and remain in effect for every year after. If at any time the Town needs to terminate this agreement they shall have the right to do so with 30 day written notice to AYSO.

No assignment of this agreement will be permitted. Should AYSO cease to exist as an incorporated entity, the daily duties, operation and maintenance responsibilities of the SOCCER FIELDS, as outlined hereinbefore would be assumed by the TOWN.

In witness whereof the parties hereto duly executed this Maintenance and Operation Agreement the day and year first above written.

### **TOWN OF BLOOMSBURG**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Justin C. Hummel, Mayor

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

Lisa Dooley, Town Manager

### **AYSO REGION 504**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_