

# CLASSIFIED

## WHOLESALE

**Columbia Tobacco Co., Inc.** 684-2710—Party Supplies, Cigarettes, Tobacco, Candy, Paper Goods—438 Locust St., Columbia, PA.

## SALE

All men's and women's Timex watches 20 per cent off. Furnace filters, 2 for \$1.00. Donegal High School lined jackets, reg. \$12.99—now \$10.99. 8 oz. Elmer's Glue-all, reg. \$1.19, now for 60c. General Electric light bulbs, 40—100 watts, pkg. of 4, reg. 4 for \$2.00, now 4 for \$1.25. Offers good until Feb. 28. **Columbia Hardware of Marietta**, 12 W. Market St., Marietta.

## FOR SALE

9' x 12' Linoleum rugs. \$8.99 each. Assorted styles and colors. **Jim Roberts Western Auto**, 18 W. Main St., Mount Joy.

## FOR RENT

Mount Joy, furnished rooms, central location. 653-5942.

## NOTICE

Remodeling, building, and electrical work. Also, picnic tables, gun cabinets, hutches, desks, & children's furniture, made to order. 898-2877 or 442-4751. 821 Centerville Rd., Lancaster, 17601.

## FOR SALE

Two goats, female, \$75. Phone 426-1707.

## FOR SALE

Columbian cook stove. Call Lester Hostetter, 653-1441 between 9 a.m. and 3 p.m.

## LEGAL NOTICE

**ORDINANCE NO. 76-2**  
AN ORDINANCE REQUIRING THE REMOVAL OF SNOW AND ICE FROM SIDEWALKS FRONTING ON OR ADJOINING ANY STREETS IN THE BOROUGH OF MARIETTA AND PROVIDING PENALTIES FOR VIOLATIONS

BE IT ENACTED by the Council of the Borough of Marietta, Pennsylvania, and it is hereby enacted and ordained as follows:

**SECTION I.** Each tenant, owner, or person in charge of any property fronting on or adjoining any street in the Borough, shall clear a pathway of at least three (3') feet in width on the sidewalk in front of or adjoining such property within twelve (12) hours after the snow which is the cause thereof has ceased to fall, or after the same has been deposited thereon in any manner; provided, however, that if the snow shall have ceased to fall between dusk and dawn, the pathway shall be cleared before dusk the same day. The snow cleaned from the pathway shall not be deposited in the street after the street has been plowed. As used herein, "Snow" shall mean any precipitation depositing any accumulation on the streets

and sidewalks, such as snow, sleet, hail, ice and freezing rain.

**SECTION 2.** Any person or officer of any firm, association or corporation who shall violate any provision of this Ordinance shall, upon conviction thereof in a summary proceeding before a District Justice of the Peace, be sentenced to pay a fine of not less than \$5.00 nor more than \$100.00 plus the costs of prosecution, to be collected as other penalties and costs are by law collectible, and in fault of payment thereof, shall be imprisoned in the Lancaster County prison for a period of not more than five (5) days. Each day's continuance of the offense shall constitute a new offense.

**SECTION 3.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

ENACTED AND ORDAINED this 10th day of February, 1976.

**MARIETTA BOROUGH COUNCIL**

Oliver Overlander II  
President

ATTEST: Margaret Booth  
Secretary

APPROVED this 10th day of February, 1976.

Bernard R. McDevitt  
Mayor

## LEGAL NOTICE

### ORDINANCE NO. 75-9

WHEREAS, the Borough of Marietta, a Pennsylvania Municipal Corporation with its principal office in Marietta, Lancaster County, Pennsylvania and Warner-CCC Inc., (hereinafter referred to as "Franchisee") are desirous of establishing a franchise for the operation, maintenance and construction of, and all related activities concerning, a cable TV system in the Borough of Marietta.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Borough of Marietta hereby grants to Franchisee a franchise for the operation, maintenance and construction of, and all related activities concerning a cable television system to be operated in the Borough of Marietta subject to the conditions set out herein and subject to all applicable state and federal laws and regulations.

2. All said applicable state and federal laws and regulations are incorporated into this Agreement as though set out in full and compliance therewith is made an express condition of the granting of the aforesaid franchise. Any non-compliance with the aforesaid laws and/or regulations shall be grounds for revoking the aforesaid franchise.

3. The effective date of the aforesaid franchise shall be December 13, 1975. The rights under this franchise are granted for a period of ten (10) years from the effective date hereof. Renewal of franchise rights may be granted by the aforesaid Borough of Marietta after consideration of said renewal and a public hearing thereon. There shall be no obligation upon either the Borough or the Franchisee to renew the franchise. In the event that renewal rights are not awarded pursuant to the aforesaid public hearing, Franchisee shall receive, prior to its termination of operations in the Borough, from its successor as designated by the Borough of Marietta, the fair market value of the cable system as a going business. If the Borough and the Franchisee disagree as to such value, it is hereby agreed that the matter will be submitted to arbitration, subject to Court review, prior to any payments upon termination.

4. The rates for regular subscriber services are attached hereto as Exhibit "A". No increase in said rates for regular services shall be made by Franchisee except with the prior approval of the Borough of Marietta. All requests for rate increases shall be made in writing to the Borough of Marietta and the aforesaid Borough shall consider any such request for increases in a public hearing. Any application for a rate increase shall be acted upon within sixty (60)

days after submission thereof and consent shall be deemed given if the aforesaid Borough has not acted within such time. Rates for regular subscriber services shall be just, reasonable and adequate and shall at all times be maintained consistent with the Franchisee's increased capital and operating costs (including, but not limited to, increased costs resulting from inflation).

5. The Franchisee agrees to respond to and investigate all complaints received from its subscribers within the Borough of Marietta. Franchisee further agrees to resolve said complaints if at all technically and reasonably possible. For the purpose of taking complaints from customers, Franchisee and the Borough of Marietta agree that the business office of the Franchisee shall be the person designated by the Borough of Marietta to receive said complaints. Notice of the person authorized to receive complaints and his or her telephone number shall be given by Franchisee to each new subscriber at the time of initial regular subscription to the cable system and shall be published in a newspaper of general circulation in the Borough of Marietta by the Franchisee during January of each year this franchise is in effect. Although all complaints are to be handled by the Franchisee's local business office and/or their designated agent, the Mayor of the Borough of Marietta shall be the official of the Borough of Marietta with primary responsibility for the continuing administration of the franchise and the implementation of the aforesaid complaint procedure.

6. Any modification of the provisions of Section 76.31 of the Rules of the Federal Communication Commission shall be incorporated into this franchise within one (1) year of adoption of the aforesaid amendments or modifications, or at the time of renewal of this franchise, whichever occurs first.

7. An annual franchise fee will be paid to the Borough of Marietta in the amount of three percent (3%) of the Franchisee's gross subscriber revenues per year derived from regular cable television operations in the Borough of Marietta.

8. Franchisee shall indemnify and save the Borough and its agents and employees harmless from all and any claims for personal injuries or property damages and any other claims and costs, including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of Franchisee's cable television system or any equipment of the company within the Borough of Marietta. For this purpose, the Franchisee shall carry

and at all times maintain on file with the Borough Secretary of the Borough of Marietta and at all times keep in force a public liability policy or policies in the name of the company and the Borough of Marietta as their respective interests may appear, insuring Franchisee and the Borough against any and all liability arising from the installation and/or operation of the aforesaid cable TV system

9. The Franchisee shall be subject to all street opening ordinances of the Borough of Marietta as they exist now or as they may be amended in the future.

10. FORFEITURE. The Borough of Marietta may at any time declare forfeiture of the grant of this franchise for violation or default by Franchisee of any of the terms hereof, provided that none of the terms of this grant shall be deemed to be violated so as to permit such forfeiture unless the Franchisee shall first be given a notice by the Borough of such violation or default and of the attempt to declare a forfeiture and thereafter if such violation or default shall continue for a period of more than ninety (90) days all the rights and privileges of said Franchisee under the provisions of this Agreement may be forthwith declared forfeited and revoked provided, however, the Franchisee shall not be deemed to be in default for performance of this franchise, nor shall any forfeiture be invoked for any violation of failure to perform any provision hereof due to strike, lock outs, insurrection, acts of God, or any cause beyond the control of the Franchisee.

11. It is understood by all parties that this Agreement shall be acted upon and have the effect of an Ordinance of the Borough of Marietta. If any part of this Agreement as it appears in ordinance form shall for any reason be declared void or invalid, the remainder of the aforesaid Agreement/Ordinance shall not be effected thereby.

12. The Borough of Marietta hereby states that it has granted this franchise in a duly advertised public hearing and it has investigated to its satisfaction at said public hearing the Franchisee's legal, financial, technical and other relevant qualifications.

ENACTED AND ORDAINED this 9th day of December, 1975.

**MARIETTA BOROUGH COUNCIL**

ATTEST: Margaret Booth  
Secretary

By: John L. Parker  
President

APPROVED this 9th day of December, 1975

Bernard R. McDevitt  
Mayor

**RATE SCHEDULE**

**TELEVISION HOOK-UP**

--\$6.25 per month. However, it is expressly understood that if a higher rate is approved by the Boroughs of Elizabethtown and Mount Joy said rate for Marietta Borough will be the same as the rate charged by said Boroughs of Elizabethtown and Mount Joy.

**ADDITIONAL TELEVISION HOOK-UP--\$2.00 per month**

**FM RADIO CONNECTION--\$2.00 per month**

**EXHIBIT "A"**

## LEGAL NOTICE

The Donegal School Board has changed its regular monthly meeting location to the District Office in the Washington building located on South Market Avenue, Mount Joy on the third Thursday of each month at 8:00 p.m. beginning February 19, 1976.

**Small Pets & Supplies**



Mon.—Fri. 12—2 & 5—8  
Sat. 10—5

**BANK STREET AQUARIUM**  
Marietta  
Phone 426-1669

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