

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Commissioners of St. Mary's County will hold a Public Hearing on Tuesday, April 26, 2022 at 9:30 a.m. in the Chesapeake Building, Commissioners of St. Mary's County Meeting Room, located at 41770 Baldrige Street in Leonardtown, Maryland to consider the adoption of the Resolution of St. Mary's County Authorizing Execution of a Cable Franchise Agreement Between the County and Comcast of Maryland, LLC. Comcast currently has a cable franchise agreement with St. Mary's County and has requested a renewal of this franchise.

Pursuant to Chapter 626 of the Cable Communications Policy Act, citizens are asked to comment on the cable operators' past performance under the current franchise agreements as well as the community's future cable-related needs.

The proposed Resolution and proposed Cable Franchise Agreement can be viewed at:
<http://www.stmarysmd.com/publichearings.asp>

Those wishing to address the Commissioners may participate in-person or via teleconferencing, email, written correspondence or prerecorded video submission. The public hearing may also be viewed remotely on SMCG Channel 95 and on the St. Mary's County Government YouTube Channel:

https://www.youtube.com/channel/UCcDK2_siSdnSnxDKWVtU7JQ

In lieu of appearance, comments may be submitted via:

- a) Written Comments via Email: csmc@stmarysmd.com
- b) Mail: PO Box 653, Leonardtown, Maryland 20650
- c) Call 301-475-4200, ext. 1234 to speak via telephone during the public hearing
- d) Submit a 3-minute video clip to publicmtgs@stmarysmd.com no later than 5 pm May 3, 2022.

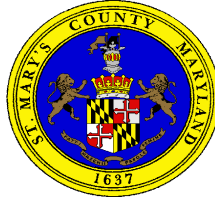
All submission will be considered by the Commissioners at the Public Hearing and/or seven (7) days following the Public Hearing.

Public Hearing guidelines are subject to change. Please note that as a result of this public hearing the content of the proposed Resolution may change.

Appropriate accommodations for individuals with special needs will be provided upon request. In order to meet these requirements, we respectfully ask for one week's prior notice. Please contact the County Commissioners Office at 301-475-4200, Ext. 1340. Proceedings are televised live and/or recorded for later broadcast on television. All content of these proceedings is subject to disclosure under the Maryland Public Information Act. Photographic and electronic audio and visual broadcasting and recording devices are used during the Commissioners' meetings. These are public meetings and attendance at these meetings automatically grants St. Mary's County Government permission to broadcast your audio and visual image.

COMMISSIONERS OF ST. MARY'S COUNTY

By: Bob Kelly, Chief Information Officer
2982220 EN 4/8,4/15/2022



To: Commissioners of St. Mary's County
David Weiskopf

Fr: Robert Kelly

Date: March 29, 2022

Re: Comcast Cable Franchise Agreement Public Hearing, Informational Memo

Historical/background information

The existing Cable Franchise Agreement was signed with Comcast on July 26, 2005. On August 8, 2017, St. Mary's County received notice from Comcast of their intent to commence formal franchise renewal proceedings. The county has leveraged this opportunity to negotiate and refine several items from the existing agreement and staff recommends adoption of the proposed agreement which we believe would best serve the community.

To ensure full compliance with federal regulations, the county engaged with the Cohen Law Group to assist with the negotiations with Comcast. The Cohen Law Group has 18 years of experience negotiating and representing local governments in cable, wireless, and broadband matters.

Summary information

The changes sought by the county were negotiated and are highlighted below:

The terms of the proposed Agreement are the strongest possible under federal law in favor of the County. The proposed term of the Agreement is 10 years, during which Comcast will pay a 5% franchise fee on its gross revenues derived from residential cable services.

In addition, Comcast will provide a \$10,000 grant to the County (for the operation of the Public, Educational, Governmental Channel.) As allowed by federal law, Comcast may pass-through the cost of this Grant. I have also confirmed with Comcast that, if Charles County were to request PEG channel guide information for a channel and start providing that data, it would likely require a shift for the Charles PEG channel location requesting that guide information. (Comcast would discuss that with Charles County at the time of any request, but it should not require a change to the St. Mary's PEG channel locations.)

Previous Board priorities, objectives, actions, and/or direction

The CSMC approved an amendment to the Metrocast Cable Franchise Agreement on February 20, 2017 extending the agreement (with modifications) to February 17, 2028.

RESOLUTION

AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN ST. MARY'S COUNTY AND COMCAST OF MARYLAND, LLC

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Maryland law, St. Mary's County (hereinafter the "County") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the County's jurisdiction; and

WHEREAS, Comcast of Maryland, LLC ("Comcast") currently holds a cable franchise from the County; and

WHEREAS, Comcast has requested that the County renew Comcast's franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-way for use by the County's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the County and held in trust on behalf of citizens of the County and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain services, receive franchise fees for Comcast's use of the County's rights-of-way as provided by federal law, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the County held a public hearing on the subject of the renewal of the Cable Franchise Agreement between St. Mary's County and Comcast of Maryland, LLC (the Agreement) on _____, including reviewing the cable operator's past performance and identifying the County's future cable-related community needs; and

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the County and Comcast; and

WHEREAS, the County has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the County;

NOW THEREFORE, BE IT RESOLVED that the Commissioners of St. Mary's County do hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

This Resolution shall be effective upon the date written below.

Those voting Aye: _____

Those voting Nay: _____

Those Abstaining: _____

Date of Adoption: _____

Effective Date: _____

ATTEST:

COMMISSIONERS OF ST. MARY'S COUNTY

David A. Weiskopf
Interim County Administrator

James R. Guy, Commissioner President

Eric Colvin, Commissioner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Michael L. Hewitt, Commissioner

Neil A. Murphy
Deputy County Attorney

Todd B. Morgan, Commissioner

John E. O'Connor, Commissioner

CABLE FRANCHISE AGREEMENT

BETWEEN

ST. MARY'S COUNTY, MARYLAND

AND

COMCAST OF MARYLAND, LLC

With assistance from:

Cohen Law Group
413 South Main Street, Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the ____ day of _____, 2022 (hereinafter referred to as the “Effective Date”) by and between St. Mary’s County, a County located in the State of Maryland (hereinafter referred to as the “County”) and Comcast of Maryland LLC (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”), Maryland law, and the Code of Ordinances of St. Mary’s County, the County is authorized to grant and renew franchises to construct, operate and maintain Cable Systems utilizing Public Rights-of-Way and properties within the County’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the County; and

WHEREAS, Comcast has requested that the County renew Comcast’s franchise to construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-way for use by the County’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the County on behalf of the citizens of the County, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the County’s rights-of-way as provided by federal law, maintain the use of educational and governmental channels, establish certain reporting requirements, provide legal protections for the County, and meet the current and future cable-related needs of its residents; and

WHEREAS, the County has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the County’s future cable-related community needs; and

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and Comcast agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast, but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Educational and Governmental ("EG") access channel.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - 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.

(e) Cable System - 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 County but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; denial of access to facilities or rights-of-way; or partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The right granted by the County to construct, operate and maintain a Cable System within the corporate limits of the County as embodied in the terms and conditions of this Agreement.

(o) Franchise Area - The present legal boundaries of St. Mary's County, 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.

(p) Franchise Fee - The fee that Comcast remits to the County for the use of the County's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(q) Gross Revenues - All revenue, as calculated in accordance with generally accepted accounting principles (GAAP), received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the County to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program services;

- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls on Cable Service;
- (11) inside wire maintenance fees on Cable Service;
- (12) service plan protection fees on Cable Service;
- (13) convenience fees related to Cable Service;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive Cable Services;
- (21) broadcast retransmission fees;
- (22) regional sports programming fees;
- (23) late payment fees on Cable Service;
- (24) billing and collection fees on Cable Service;
- (25) NSF check charges; and
- (26) Franchise Fees.

Gross Revenues shall not include programming launch support payments, investment income, refunded deposits, or any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall not include actual bad debt that is written off, consistent with GAAP, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Revenues in the period so collected. In the event of any dispute over the classification of revenue, the County and Comcast agree that reference should be made to GAAP as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(r) HD - High definition format.

(s) Leased Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(t) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(u) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(v) Normal Operating Conditions - Service conditions within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(w) Outlet - An interior receptacle that connects a television set to the Cable System.

(x) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(y) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways, freeways, tunnels, paths, public ways or places, courts, boulevards, ways, drives, circles, parks, waterways, parkways, easements, or similar property, and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the County.

(z) Service Interruption - The loss of picture or sound on one or more channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the County hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the County has a sufficient easement or right-of-way to provide Cable Services. Nothing in this Agreement shall be construed to prohibit Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the State of Maryland;

(2) Comcast has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Comcast to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Comcast in accordance with the provisions herein, subject to applicable State and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(5) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

(a) This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the County to grant other Franchises to construct, operate or maintain a Cable System.

(b) The Franchise granted to Comcast is non-exclusive; however, if the County grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the County and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) Upon written request from Comcast, the County shall provide responsive notice in the event an application for a new Franchise for Cable Service, or other authorization to provide similar wired video services, is submitted to the County proposing to serve Subscribers within the County.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the County. Without waiving any of its rights, the County agrees that, to the extent any County ordinance is inconsistent with or materially alters the terms or conditions of this Agreement, this Agreement shall control.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct, and extend the Cable System so as to offer Cable Services throughout all parts of the County where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the County.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Subject to the density requirements herein, Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Upon request, Comcast shall extend the Cable System into all areas within the County where there is a minimum of twenty (20) dwelling units per linear plant mile of cable, calculated from the nearest point of 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 three hundred (300) feet Drop distance of Franchisee's distribution cable in the public right-of-way. Comcast shall complete said extensions within one hundred and twenty days (120) of written notification to Comcast by the County and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to

the timely performance of walk-out, make ready and location of all underground utilities. Any time required to obtain necessary permits, easements, pole licenses, and pole make ready work will not be counted toward this 120-day period.

(b) Any dwelling unit within three hundred (300) feet Drop distance from the distribution line within the cable system shall be entitled to installation at no charge other than applicable installation fees for the individual Subscriber's drop. For any dwelling unit in excess of three hundred (300) feet Drop distance, Comcast shall extend Cable Service and the Subscriber shall pay Comcast's actual cost of installation from its distribution line within the Cable System from which a usable cable signal can be obtained with such cost being only the incremental cost beyond three hundred (300) feet Drop distance for any installation.

(c) The County has the right to require Comcast to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(1) In the event that public or private funds are made available to pay for such undergrounding projects specified in 3.2(c) above, to the extent other users of the Public Rights-of-Way are so notified, the County shall notify Comcast that such funds are available, and Comcast may apply or request that the County apply for such funds. In the event that the County requires the undergrounding projects specified in 3.2(c) above, and public and/or private funds are not available or do not cover the entire direct and actual cost of the underground relocation, Comcast 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.

(d) The County shall have the right to request that Comcast consider extending its Cable System by constructing line extensions to potential Subscribers under circumstances where the density requirements of Section 3.2(a) above of this Agreement are not currently met, provided that the County agrees that it will pay the cost of construction, including cost of material, labor, pole make-ready and easements, to extend the Cable System. The decision to extend the Cable System under circumstances where the density requirements of Section 3.2(a) are not met shall be at the discretion of Comcast.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed and shall maintain a Cable System meeting digital television standards with the capability of providing Cable Service. At the time of execution of this Franchise Agreement, the cable system shall have the capability to provide video and audio reception in both standard definition (SD) and high definition (HD) channels.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with applicable FCC technical standards as amended, including applicable sections of 47 C.F.R. §76.640. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a Compliance Review under Section 5.2 herein, Comcast, upon written request by the County, shall perform applicable tests to show compliance with FCC technical standards as needed. Comcast shall provide a report to the County within thirty (30) days of completion of a County requested test that describes the results of the test. The performance tests shall be directed at determining the extent to which the Cable System complies with applicable FCC technical standards regarding the transmission and reception capabilities of digital Cable Systems.

(b) Testing required in this Section 3.4 may be observed by representatives of the County. Upon written request, Comcast shall provide notice to the County in advance of the scheduled testing date(s), and the County shall then notify Comcast before such testing is scheduled to occur if it desires to observe such test(s).

(c) If any test under this Section 3.4 indicates that the Cable System fails to meet applicable FCC technical requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible. Comcast's failure to correct any deficiencies identified through this testing process shall be a material violation of this Agreement. Sites shall be re-tested following correction.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

All Comcast residential Subscriber rates and charges shall be published and shall not discriminate among persons in the County under similar circumstances and conditions. Comcast shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the County. Nothing in this Section 3.6 shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;

(b) The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(c) The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial Subscribers; or

(d) The establishment of reduced bulk rates for residential Subscribers residing in multiple dwelling units.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

3.8 SERVICE TO MULTIPLE DWELLING UNITS (“MDUs”)

Comcast and the County hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, the Maryland Landlord Tenant Act of 1951, as amended.

3.9 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored to as reasonably good condition as before the disturbance within fifteen (15) business days of the completion of the work causing the disturbance, weather permitting. Comcast shall perform all replacement and restoration pursuant to the generally applicable codified standards of the County. Upon failure of Comcast to comply within the time specified and the County having notified Comcast in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the County.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System to as reasonably good condition as before the disturbance within fifteen (15) business days from the completion of the work causing such damage, weather permitting. Comcast shall perform all replacement and restoration pursuant to the generally applicable codified standards of the County.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the County or any public utility serving the County.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the State may establish in the future.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

(g) To the extent practicable, above-ground equipment placed on private property, other than Drops and drop related equipment, shall be placed at the location and in the manner requested by the property owner. A Franchisee shall provide affected homeowners with at least ten days' advance written notice of its plans to install new equipment, covered under this subsection, and shall make reasonable efforts to confer with such homeowners before any work is done. Franchisee shall not install new equipment, covered under this subsection, on private property without the written consent of the property owner(s).

3.10 SERVICE AREA MAPS

Upon written request, no more frequently than one (1) time in any calendar year, Comcast shall provide to the County for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the County on which shall be shown those areas in which its facilities exist and the location of all streets in the area where service is available. The strand maps shall be provided to the County in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the County's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the County with updated maps within thirty (30) days after request by the County. Comcast may require the County, and/or designees of the County, to execute a non-disclosure agreement prior to the provision of such maps.

3.11 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the County, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the County or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity. Comcast shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

3.12 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgment of the County or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Comcast notice and the ability to relocate wires, cable or other equipment. The County shall use reasonable efforts to minimize the impact on Comcast's facilities related to any Emergency removal.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the County shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.13 TREE TRIMMING

(a) Upon seven (7) days prior written notice to the County, Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Notwithstanding the requirements above, no notice shall be required for trimming in Emergency situations as defined in Section 1(k). Any such tree trimming shall only be performed in accordance with generally applicable laws and regulations of the County. Notices shall be provided to the County Administrator in accordance with Section 9.3.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the County for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the County.

3.14 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements established by federal and state law and regulations.

3.15 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to, the following: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; and b) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.16 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.17 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored; provided, however, that Comcast reserves the right to deny service for good cause, including but not limited to theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When there are planned service interruptions of more than twenty-four (24) hours, Comcast shall notify Subscribers in advance of such service interruptions.

3.18 PARENTAL CONTROL CAPABILITY

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

3.19 USE OF FACILITIES

Upon written authorization of Comcast, the County shall have the right to install and maintain free of charge upon any poles owned by Comcast any wire and pole fixtures that do not interfere with the current or future Cable System operations of Comcast. Any additional costs incurred by Comcast related to the County's use of Comcast owned poles shall be borne by the County.

SECTION 4
SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) If an historical record of Complaints indicates a clear failure to comply, Comcast may be required to measure compliance with the telephone answering requirements above. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

(d) Comcast shall maintain options for bill payment and equipment return conveniently located to the County. Comcast shall not be required to maintain an office location in the County.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Under Normal Operating Conditions, ninety five percent (95%) of the time, Standard installations will be performed within seven (7) business days after an order has been placed, or at a later date requested by the Subscriber. This timeframe shall not apply where line extension construction is required to provide such service. For purposes of this Section 4.2, "Standard" installations are those installations that are located up to three hundred (300) feet Drop distance from the existing main distribution line. Non-Standard installations, those requiring

construction beyond a three hundred (300) foot Drop distance from the existing main distribution line or undergrounding, shall be completed as agreed upon with the potential Subscriber.

(c) Under Normal Operating Conditions, ninety five percent (95%) of the time, work on Service Interruptions will begin promptly, and in no event later than twenty-four (24) hours after the interruption becomes known. Billing inquiries and requests for service, repair, and maintenance not involving Service Interruptions must be acknowledged prior to the end of the next business day after notification. Work on Service Interruptions and other service problems shall be completed as soon as reasonably possible.

(d) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an “appointment window” of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(e) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 SUBSCRIBER NOTICES

(a) In accordance with applicable law, Comcast shall provide information to each Subscriber upon initial subscription, at intervals not less than one (1) per year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures; and
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of

Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Maryland or the County on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

(d) In accordance with federal law, Comcast shall maintain a file available to the public and the County containing all documents required pursuant to the FCC's rules and regulations pertaining to public inspection files.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The County hereby requests that Comcast omit the County's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

(c) No charge may be imposed by the Franchisee for any Cable Service delivered after the date of a disconnect request by a Subscriber, so long as the Subscriber returns, or arranges for the Franchisee to retrieve, any Franchisee equipment or property within five (5) business days of the disconnection.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the County is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing or by electronic mail. When Comcast receives such notification, the time period for Comcast to respond as required by Section 4.5(a) shall commence. If the County notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

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

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service or is engaged in theft of Cable Service.

4.7 SERVICE INTERRUPTIONS

(a) Under Normal Operating Conditions, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall be responded to within a maximum of forty-eight (48) hours after notice to Comcast.

(b) Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate. The credit or rebate shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. Such credit or rebate shall be reflected on the Subscribers next available bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Comcast to verify the problem if so requested by Comcast. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

4.8 PRIVACY

(a) Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and shall provide Subscribers with a reasonable opportunity to correct any errors upon discovery.

SECTION 5 **REGULATION BY THE COUNTY**

5.1 RIGHT TO INSPECT

(a) The County shall have the option, upon thirty (30) business days written notice and during Normal Business Hours, to inspect, all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) Upon thirty (30) days written request to Comcast, the County may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The County may not conduct a physical inspection of the Cable System or open any vaults, pedestals or conduits without the express permission of Comcast, or adversely impact, or interfere with the operation or performance of, the Cable System. The County may not inspect the Cable System on Comcast's property other than for permitted work. If an unsafe condition is found to exist, the County, in addition to taking any other action permitted under applicable law, may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition within a reasonable time established by the County.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the County or its designated representatives shall be treated as confidential by the County so long as it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the County may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information provided such representatives and/or agents are permitted to do so under applicable law. The County and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems proprietary or confidential as confidential so long as permitted to do so under applicable law and only to disclose it to County employees, agents, or representatives who have a need to know in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the County acting in their official capacity, or in the event the County has in its possession or receives a request under a state “sunshine,” public records, or similar law for information related to the Agreement and marked by Comcast as confidential and/or proprietary, the County shall promptly notify Comcast of such request to allow Comcast the ability to protect such information and refrain from taking any affirmative action that would prejudice Comcast’s ability to oppose such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.). Information shall not be deemed public information as a result of a requirement it be maintained, filed, or submitted under the provision of this Franchise Agreement or the County Code.

(d) The Franchisee shall maintain the following records:

(1) Records of Complaints received.

(2) A full and complete set of maps showing the location of all Cable System equipment installed or in use in the County, exclusive of Subscriber service drops.

(3) Records of service calls for repair and maintenance indicating the date and time service was required, the date the problem was solved, and the nature of the problem.

(4) Records of installations indicating the date the request and the date and time installation was completed.

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than once every thirty-six (36) months during the term of this Agreement, the County or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the County. The period for any such review shall be for not more than thirty-six (36) months immediately previous to the notice. Within

thirty (30) days of a written request, Comcast shall provide the County with copies of records, documents, and other pertinent written materials pertaining to the operation of the Cable System serving the County and related to the cable compliance review.

In accordance with this section, when reasonably required to assess compliance with the terms of this Agreement and within thirty (30) days of a written request, including email, Comcast shall provide the County with copies of documents, records, and other pertinent written materials pertaining to the operation of the Cable System serving the County and related to the compliance with the terms of this Agreement. Such information may include, but is not limited to, Cable System specifications, operating procedures, outage logs, preventative maintenance logs, results of technical performance tests, and trouble call reports.

5.3 RESERVED AUTHORITY

The County reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the County's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Subject to Section 2.5 herein, Comcast's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the County's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the County to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

(a) Comcast shall apply to the County for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for Emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. Comcast shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

(b) Prior to erection of any towers or poles, or an upgrade, or rebuild of its Cable System, Franchisee shall first submit to the County for approval a concise description of the Cable System facilities proposed to be erected or installed, together with a map and plans indicating the proposed location of all such facilities. No such erection or construction shall be commenced by Franchisee until approval therefor has been received from the County. This provision shall not apply to general construction and maintenance of the Cable System, including but not limited to, plant extensions, service extensions. Drops, conduit installation, or span replacements.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Comcast shall provide the following reports to the County. The reporting requirements herein shall satisfy the reporting requirements of §9 and §6(k) of the County Cable Ordinance.

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, and no more frequently than once every calendar year, Comcast shall submit to the County a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the County and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and within thirty (30) days of a written request, no more frequently than once every calendar year, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of service request received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions, in excess of thirty (30) minutes, and the approximate length of time of each such interruption.

(b) Annual Construction Reports

Upon written request, no later than sixty (60) days after the end of its fiscal year, Comcast shall submit a written report to the County of any significant construction projects planned and funded for the next two years.

(c) Government Reports

Comcast shall provide to the County, within thirty (30) days of a written request, including email, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the County.

SECTION 6 **COMPENSATION TO THE COUNTY**

6.1 FRANCHISE FEES

Comcast shall pay to the County an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Except in accordance with applicable law, Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed five percent (5%) of Gross Revenues. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within sixty (60) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the County. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the County.

6.3 QUARTERLY REPORTS

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

(a) Not more than once every three (3) years, the County shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the County with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the County shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the County shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review or audit is closed. Comcast shall have thirty (30) days from the receipt of a statement regarding an alleged underpayment to provide the County with any written objection to the results of any Franchise Fee review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the County's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the County's written notice of determination. In the event an agreement is not reached at mediation, arbitration, or otherwise, either party may bring an action to have the disputed amount determined by a court of law. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the County's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Comcast within forty-five (45) days from the date the County notifies Comcast of its final determination or if the matter is submitted to mediation or arbitration, or being determined by a court of law, within sixty (60) days from the final disposition of such action.. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date in the amount of the then current bank prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to five thousand dollars (\$5,000) of the reasonable documented out-of-pocket costs of the review or audit.

(c) No entity employed by the County to conduct a Franchise Fee review or audit shall be compensated on the success-based formula (e.g. payment based on a percentage of an underpayment, if any).

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full

retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7 **SERVICES TO THE COMMUNITY**

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service Drop and Expanded Cable Service (or equivalent) with any necessary digital terminal adapter (DTA or equivalent) to one (1) outlet at each municipal location listed in Exhibit A, located within one hundred fifty (125) feet of existing Comcast distribution plant or where Cable Service is currently being provided. In accordance with applicable law, Comcast will charge its marginal cost for each such account. Comcast shall invoice the County in writing regarding the amount of the monthly service fee for each account based on its marginal cost. Comcast shall not deduct the cost of the services from the franchise fee. The County may upgrade the level of Cable Service received at then current rate card prices for the higher level of service. The County may decline to receive the service, in which case it will not be invoiced.

(b) During the term of the Franchise, the County may transfer the municipal locations listed in Exhibit A upon ninety (90) days written notice to Comcast, provided that any new location is within one hundred twenty-five (125) feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNELS

(a) Comcast shall continue to make available to the County the use of one (1) Governmental and (2) Educational (“EG”) Access Channels in accordance with this Agreement and Section 611 of the Cable Act. Such EG Channels shall be used for non-commercial community programming related to educational and/or governmental activities. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Subject to applicable law, Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the County.

(b) To provide continuous cablecasting of the activated EG Channels so that they may be received by all Comcast Subscribers in the County, Comcast shall continue to maintain and operate fiber links and interconnection between franchised cable system operators in the County, or maintain fiber links to the EG Channel video origination locations, including activation equipment capable of transmitting video and stereo audio between the video origination location or interconnection point and the Comcast headend, such that live programming can originate from the EG Channel video origination location and be distributed via the Cable System to Subscribers in the County. This fiber link and equipment shall be collectively known as the “Return Line.”

Comcast shall determine the engineering solution necessary to allow distribution of EG Channel programming, via the Cable System, to Subscribers in the County.

(d) Comcast shall be responsible for maintaining the Return Line(s) so long as the County provides Comcast with access to such locations and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the Comcast channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain each EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of programming produced by and received from any EG channel programmer.

(e) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the County. The County and Comcast further agree that all costs incurred by Comcast for supporting such EG Channels, including any and all equipment, and EG capital support grants may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(f) The County or its designee shall be responsible for providing any necessary production or playback equipment and facilities and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channels.

(g) Within one hundred eighty (180) days of a written request by the County, Comcast shall, at the County’s expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the County shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(h) In the event the County or its designee does not program any EG Channel, Comcast may request the use of the channel subject to written approval by the County. If the County approves Comcast’s use of an EG Channel and, subsequent to such approval, the County requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or governmental use.

(i) Comcast shall use reasonable efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the County thirty (30) days advance written notice of any change in EG Channel assignments. In addition, Comcast shall provide the County with up to Five Thousand Dollars (\$5,000) per Channel for documented out-of-pocket rebranding expenses associated with any change in EG Channel assignments. The

requirements herein shall not apply for EG Channel relocations due to factors not within Comcast's control, including changes in the channel designation of must-carry Channels or other Federal, state or local requirements. Comcast does not relinquish its ownership of or ultimate right of control over a channel by designating it for access programming use.

7.3 EG CAPITAL GRANT

Comcast shall provide the County with a one-time EG capital grant to be used in support of capital costs related to the production of local EG Channel programming. The County shall ensure the use of the capital grant is consistent with federal law. The EG grant provided by Comcast shall be in the amount of Ten Thousand Dollars (\$10,000). Such grant is to be paid to the County within one hundred twenty (120) days of the Effective Date. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the County. Comcast and the County agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8 ENFORCEMENT, INSURANCE AND INDEMNIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Comcast violated any material provision of this Agreement, it shall informally discuss any alleged violation with Comcast. If these discussions do not lead to resolution of the alleged violation in a reasonable time, the County shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days from receipt of the written notice to: (i) respond to the County, if Comcast contests (in whole or in part) the assertion of a material violation; or (ii) cure such violation by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the County disagrees with Comcast's challenge of the violation, or if the violation has not been cured within the time allowed under Section 8.1(b) and, in the County's judgment, Comcast has not taken reasonable steps to cure the violation, then the County may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material provisions of this Agreement will result in injury to the County and because it will be difficult to measure the extent of such injury, the County may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day a violation of a material term continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1. Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance. The amount of all liquidated damages assessed per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

(c) With respect to liquidated damages assessed, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

8.3 REVOCAION

(a) In addition to the other rights, powers and remedies retained by the County under this Agreement, the County reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the County in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(4) Upon the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(i) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(ii) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all defaults under this Agreement. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

(b) The County agrees that it is not its intention to subject Comcast to penalties, fines, forfeitures or revocation of the Franchise for breach(es) or violation(s) of the Franchise which are not material, which shall include, but not be limited, to instances or for matters where a violation or a breach of the Franchise by Comcast was good faith error that resulted in no or minimal negative impact on the County or Subscribers within the Franchise Area and violations of material terms or conditions if the violations occur without the fault of Comcast or occur as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Commissioners of St. Mary's County after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Maryland. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. The Grantee may seek review of the determination of the Franchising Authority with an appropriate court, which shall have the power to review the determination of the Franchising Authority pursuant to applicable federal and state law.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the State of Maryland to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the County may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the County for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2. The County shall give Comcast ten (10) business days' notice of its intent to draw from the performance bond. The County may not draw from performance bond while an action has been instituted by Comcast to challenge the amount owed. Within thirty (30) days of a request, a copy of the bond shall be provided to the County.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the County.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in the State of Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the County from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(b) The County, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the County verifying that Comcast has obtained such alternative insurance. Comcast shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Comcast shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, upon request by the County.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims

for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The County shall give Comcast timely written notice of its obligation to indemnify and defend the County. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the County determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the County. Comcast shall not indemnify the County for any claims resulting solely from acts of willful misconduct or negligence on the part of the County. The County agrees that it will cooperate with Comcast to attempt to avoid a default judgment and shall not impede Comcast's ability to defend the claim or action.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to a condition reasonably comparable to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the County or property owner may deem any property not removed as having been abandoned and the County may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the County written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The County shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the County's designee provided fair market value is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the County shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

County Administrator
St. Mary's County Government
P.O. Box 653
41770 Baldrige Street
Leonardtown, MD 20650

With copies for legal notices to:

County Solicitor
St. Mary's County Government
P.O. Box 653
41770 Baldrige Street
Leonardtown, MD 20650

The County may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast
3900 Wheeler Avenue
Alexandria, VA 22304
Attention: Government & Regulatory Affairs

With copies to:

Comcast Cable
1215 East Fort Avenue, Suite 103
Baltimore, MD 21230
Attention: Government Affairs, Beltway Region

and

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the County. Each delivery to Comcast or the County shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, St. Mary's County, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release of fifty one percent (51%) or greater of its equitable ownership in the Cable System without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the County of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form

394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The County shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the County and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the County and Comcast, nor any delay on the part of the County in exercising any rights hereunder, shall operate as a waiver of any such rights of the County or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the County.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the County or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The County and Comcast shall amend this Agreement to comply with such change in statute or regulation.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 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.

9.15 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2022 of the Commissioners of St. Mary’s County.

WITNESS our hands and official seals to this Cable Franchise Agreement.

ST. MARY’S COUNTY

By: _____
Name: _____
Title: _____
Date: _____

and

COMCAST OF MARYLAND LLC

By: _____
Name: Michael Parker
Title: Regional Senior Vice President
Date: _____

EXHIBIT A
PERMITTED MUNICIPAL SERVICES LOCATIONS

White Marsh Elementary School – 29090 Thompson Corner Road, Mechanicsville, MD 20659

Northern Senior Activity Center – 29655 Charlotte Hall Road, Charlotte Hall, MD 20622

Mechanicsville Volunteer Fire Department – 29848 Therese Circle, Mechanicsville, MD 20659

Mechanicsville Volunteer Rescue Squad – 28120 Old Flora Corner Rd, Mechanicsville, MD 20659

St. Mary's Welcome Center – 37575 Charlotte Hall School Road, Charlotte Hall, MD 20622