THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

March 30, 2021

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Kent County Government Operations, Dial 1-872-239-8359 and enter Conference ID 600 669 786#

Consent Items

- #1 - Regular Session Minutes, March 23, 2021
- #2 - Liquor Minutes, March 23, 2021
- #3 - Environmental Operations Division
  - (2) DNR Waterway Improvement Fund Grant Applications

County Attorney

- Thomas N. Yeager, County Attorney
  - Public Hearing Procedures During COVID-19

Public Hearing

- Cable Franchise Renewal Agreement
  - Atlantic Broadband (Delmar), LLC
- Cable Franchise Renewal Agreement
  - Comcast of Delmarva, LLC

Recognition

- Lee Myers
  - Employee Retirement Recognition

Human Resources Director

- Amendments to Employee Handbook
  - Employee Handbook Amendments
- Emergency Services
  - Dispatcher Vacancy
- Alcoholic Beverage & Tobacco Inspector
  - Alcoholic Beverage & Tobacco Inspector Vacancy

Departmental Appointments

- Scott Boone, Director, Information Technology
  - Memorandum of Understanding
- Bill Mackey, Director, Planning, Housing, and Zoning
  - April 2021 "Fair Housing Month" Proclamation
- Bill Mackey, Director, Planning, Housing, and Zoning
  - Agricultural Preservation Advisory Board Appointment

Bill Mackey, Director, Planning, Housing, and Zoning

Emergency Rental Assistance Program (ERAP) Funds

Bill Mackey, Director, Planning, Housing, and Zoning

Letter to Transportation Secretary - Proposed 2021 Priorities

Public Works Director

Maryland Department of Agriculture

Mosquito Control Program Proposed FY2022 Budget

County Administrator

John Price, Sheriff, Kent County Sheriff's Office

Request Approval to Replace Patrol Vehicle

Sonal Ram, Director, Office of Environmental Design, Maryland Department of Transportation

Noxious Weed Control Program Support

United Census 2020

Thank You Recognition

Patricia Merritt, Chief Finance Officer, Office of Finance

Banking Documents

Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 600 669 786#

Procedures for Public Comment

For Your Information

Comprehensive Rezoning Update Task Force Announcement

The County Commissioners May Attend Task Force Meetings.

Rachel Boyle, Services Intake/Child Advocacy Center Coordinator, Kent County Department of Social Services

Child Abuse Awareness and Prevention Campaign

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Personnel
This meeting will be closed under General Provisions Art. § 3-305(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio

and video recordings.)

#1 - Regular Session Minutes, March 23, 2021
3/30/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, March 23, 2021
3/30/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Environmental Operations Division
3/30/2021
County Commissioners Meeting

Item Summary:
(2) DNR Waterway Improvement Fund Grant Applications

ATTACHMENTS:

Description

03.30.21 Maryland Department of Natural Resources, Chesapeake and Coastal Service for Waterway Improvement and Infrastructure Application for Waterway Improvement Fund (WIF) Grant, Service Contract, Public Landing Toilets

03.30.21 Boating Services, Waterway Improvement Fund – Abandoned Boat and Debris Removal Application and Project Agreement

MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary

CHESAPEAKE AND COASTAL SERVICE (CCS)
CENTER FOR WATERWAY IMPROVEMENT & INFRASTRUCTURE
APPLICATION FOR WATERWAY IMPROVEMENT FUND (WIF) GRANT

SERVICE CONTRACT (SC) GRANT

GRANT PERFORMANCE PERIOD July 1, 20 21 – June 30, 20 22 .*

5K GRANT

GRANT PERFORMANCE PERIOD 7/1/21 – 6/30/22 . (Not to exceed 1 year)**

APPLICANT INFORMATION

Applicant Name: County Commissioners of Kent County

Applicant Address: 400 High Street

Chestertown, MD 21620

Federal Tax Identification Number: 52-6000974

Review the Waterway Improvement Fund Grants Manual for more information

APPLICATION TYPE

[X] Service Contract (Maximum of $15,000) [ ] 5K

PROJECT INFORMATION

Project Name: Service Contract – provide portable toilets at various Kent County public landings

Project Address (Street/City/Zip): Various Kent County public landings

County: Kent

CONTACT INFORMATION

Local Project Coordinator: Marty T. Holden **Title:** EOD Division Chief

Coordinator Address: 709 Morgnec Road, Suite 104, Chestertown, MD 21620

Phone: 410-778-7448 **Ext:** _____ **Email:** mholden@kentgov.org

I. PROJECT DESCRIPTION, SCHEDULE AND CURRENT STATUS

a. Service Contract Grants:

1. Number of boating facilities serviced: 14.
Name(s) of facility(ies): Green Point, Shipyard, Skinner's Neck, Quaker Neck, Long Cove, Cliffs City, Betterton, Turner's Creek, Green Lane, Ingleside, Bayside Landing Park, Bayside Bayside bulkhead,Broadneck, Bogles

2. Contract awarded: Yes _____ No X
(If yes, please provide bid tab/quotes and a copy of the executed contract)

b. 5K Grants: N/A

1. Provide a detailed project description (Attach any available site plans/drawings/photographs of proposed project):_____

2. Provide the project schedule below:

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completion
Planning			
Design			
Bidding			
Construction			

3. Have all necessary permits been obtained? Yes _____ No _____ N/A _____
If no, provide status: _____

II. PROJECT FUNDING

a. Identify the Project Funding Sources for your project in the tables below:

WIF Funding Request	Amount
TOTAL AMOUNT REQUESTED	x.10,000.00

Other Funding	Amount	
		Funds Secured?
Applicant		[ ] Yes [ ] No
U.S. Army Corp of Engineers		[ ] Yes [ ] No
Federal USFWS		[ ] Yes [ ] No
Other:		[ ] Yes [ ] No
Other Funding Total	y.	Total of all Prior and Additional Funding Sources

Source Total (x. + y.)	$	Total should match the Budget Total in II.b.

b. Identify the cost-breakout of the budget (Total Project Cost) in the table below:

Project Funding Use(s)	Amount	Are WIF Grant Funds Requested?	Is this line item already funded by an "Other Funding" source?
Service Contract	10,000.00	[X] Yes [ ] No	[ ] Yes [X] No
A/E Design		[ ] Yes [ ] No	[ ] Yes [ ] No
A/E Construction Management		[ ] Yes [ ] No	[ ] Yes [ ] No
Construction		[ ] Yes [ ] No	[ ] Yes [ ] No
Other:		[ ] Yes [ ] No	[ ] Yes [ ] No
Total Project Cost	$10,000.00	Total should match the Source Total in II.a.	

* Service contract grants provided for sanitary services at publicly owned boating facilities are limited to a maximum of nine (9) months per boating season (March 1st – November 30th). Reimbursements will be made on a FY basis (Jul-Nov, Mar-Jun). This does not affect DNR sponsored projects such as marine sewage pumpout stations. **Grant balances not disbursed 2 months after the end of the FY are subject to immediate reversion by DNR.**

** The Department may expend a total of $125,000 each fiscal year, for a total of (25) grants not exceeding $5,000 each. Projects including, but not limited to, minor construction, repair and navigation at public boating facilities will be considered for 5k grant(s) and should be ready to proceed to construction. **Grant balances not disbursed after one year are subject to immediate reversion unless an extension is granted by the administration.**

I CERTIFY THAT I AM AN AUTHORIZED OFFICIAL PERMITTED TO SIGN AND SUBMIT THIS APPLICATION ON BEHALF OF THE APPLICANT. I FURTHER CERTIFY THAT ALL INFORMATION IN THIS APPLICATION AND THE ATTACHED MATERIALS ARE TRUE AND CORRECT.

Name: P. Thomas Mason Title: President, County Commissioners

Authorized Official Signature: P. Thomas Mason Date: 03/30/21

GENERAL INFORMATION FOR APPLICANTS

- All necessary federal, state and local permits and approvals must be secured prior to start of construction.
- All plans, specifications and proposed changes must be submitted for review and approval by the Program.
- The Applicant will prepare a tabulation of bids (if applicable) and/or other method of procurement and submit same to the DNR with comments and recommendations **prior to the award** of any contract.
- Projects that involve the construction, demolition, installation, alteration, repair, or salvage activities located in, on, over, or under State or private tidal wetlands must be performed by a licensed Marine Contractor. Information can be found at Maryland Dept of Environment (Licensed Marine Contractors).
- The Applicant agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the DNR.

APPLICATION SUBMISSION

Submit one (1) signed original of the complete application, attachments and all supporting documents to:

Ms. Carla Fleming, Director
Center for Waterway Improvement & Infrastructure
Chesapeake & Coastal Service
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Ave., E-2
Annapolis, MD 21401

Boating Services
Waterway Improvement Fund - Abandoned Boat and Debris
Application & Project Agreement

1.	APPLICANT NAME: **Kent County Commissioners**	Federal ID # **52-6000974**
2.	PROJECT TITLE: **Abandoned Boat/Debris Removal**	
3.	COUNTY / MUNICIPALITY: **Kent County**	
4.	LEGISLATIVE DISTRICT: **36**	
5.	PROJECT LOCATION (Street Address or Lat/Long): **Various landings within Kent County**	
6.	PROJECT DESCRIPTION Provide Detailed Project Description (Attach any available site plans/photographs of proposed project): **Removal of abandoned boats/debris from public landings**	
8.	TOTAL ESTIMATED PROJECT COST	$ **10,000**
9.	**AMOUNT OF WATERWAY FUNDS REQUESTED**	**$ 10,000** ***(Maximum amount to be reimbursed by DNR for this specific grant only)***

10. LOCAL PROJECT COORDINATOR:

Marty T. Holden	**Environmental Operations Division Chief**	**410-778-7448**
(Print Name)	(Print Title)	(Telephone Number)

709 Morgnec Road, Suite 104	Chestertown	**MD**	**21620**	**410-778-7424**
(Address)	(City)	(State)	(Zip)	(Fax Number)

mholden@kentgov.org
(E-mail address)

11. PROJECT PERIOD: (This grant only. Not to exceed one (1) year.)	FROM: 7/1/21	To: 6/30/22

Total Project Cost: $ 10,000

12. DETAILED PROJECT STATUS/JUSTIFICATION:

A. Will project expand/improve public boating access? If yes, explain.

N/A

B. Will project improve/enhance boating safety? If yes, explain.

Yes – Removing obstructions and debris from the waterways

C. Status of federal/state/local permits (Check Appropriate Permits/Approvals where Applicable)? **Attach all approved permits: N/A**

State Wetland License ____ Corps of Engineers Permit ____ Critical Areas ____ Water Quality Cert. ____

If all required permits are not available, provide further explanation (i.e. schedule to obtain permits, etc):

D. Is this the continuation of a current or phased project? (check one) Yes ____ No **x** If yes, explain.

E. Additional justification for project (attach additional page if necessary)
N/A

13. The applicant's department and any other individuals involved with the Abandoned Boat and Debris Program must comply with the eligibility requirements, bid process, terms & conditions, law, necessary reimbursement documentation, and other important information related to this Program found on the following website: http://dnr.maryland.gov/boating/abandonedboats.asp

14. **Terms and Conditions**: In submitting this Project Proposal, the Grantee hereby accepts the Terms and Conditions set forth in the State Boat Act (Section 8-721, Section 8-722, and Section 8-725.1) and the following:

A. The applicant will not discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this proposal.

B. The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual. All necessary Federal, State and local permits and approvals must be secured by said Grantee prior to start of construction.

C. Plans and Specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Waterway Improvement Program. In addition, all plans, specifications and proposed changes must be submitted for review and approval by the Program.

D. The Grantee will publicly advertise the project for bids or use other procurement method approved in advance by the Department of Natural Resources (DNR). Proposals will be received and compiled by the Grantee involved. DNR reserves the right to have a representative present at the bid opening.

E. Project contracts with a value of $500,000 or more for which the State provides 50% or more of the funding will be advertised as prevailing wage contracts (COMAR 21.11.11).

F. The Grantee will prepare a tabulation of bids and/or other method of procurement as per condition "D" referenced herein and submit same to the Department of Natural Resources with comments and recommendations prior to the award of any contract.

G. The Grantee must submit invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project to the Department of Natural Resources upon completion of the project.

H. The Grantee will post the project, in a prominent location, as a "Public Facility" and, will place a permanent sign, approved by the Department, acknowledging project funding by the Waterway Improvement Fund.

I. If a fee is to be charged for use of the facility, the Grantee must obtain prior approval from the Department of Natural Resources. All Maryland registered boaters will have equal access to State funded boating facilities.

J. The Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department of Natural Resources.

K. Any project funded in whole or in part with Waterway Improvement Fund grants must remain available and open for use by the general boating public. The Department must approve changes in use of a project before it is removed from public access and use, such as through sale, donation, or commercial use of the facility. If approved, the Grantee must replace the project with a facility open to the general boating public with equal value at the nearest approved location, at no cost to the Department. The Grantee may be required to repay the Department for the current value of the project in proportion to the total cost of the project paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

L. All projects must be in compliance with the Forest Conservation Act of 1991 and the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State funds.

M. The Department of Natural Resources reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in this application. **Grant projects one year or older are subject to immediate reversion by DNR.**

N. Projects financed through State bonds must be approved by the State Board of Public Works prior to the reimbursement of any State funds.

O. The Grantee, agrees that it will if necessary, unless previously approved by DNR:
1) Provide, without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for project;
2) Hold and save the State of Maryland free from damages that may result from the construction of the project;
3) Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities; and
4) Will assure that the facility will be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disabilities Act (ADA).

P. Department of Natural Resources will only reimburse the cost of grant projects approved in writing by the Department.

Q. All press releases and grant related events shall be coordinated with DNR Boating Services.

R. The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

S. The performance of work under this Project Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

Revised February 2014

GRANTEE AUTHORIZATION

As the authorized representative of this Political Subdivision, I have read the terms of the "Project Agreement and Terms & General Conditions" of this Waterway Improvement Fund Application and Project Agreement, and Kent hereby agrees to abide by the terms, conditions, and reimbursement checklist. (County/Municipality/Organization)

P. Thomas Mason	P. Thomas Mason	President, Kent County Commissioners	03/30/21
(Signature)	(Print Name)	(Print Title)	(Date)

Forward request to:

Department of Natural Resources
Boating Services Unit
Abandoned Boat and Debris Program
303 Marine Academy Drive
Stevensville, MD 21666

phone: 410-643-6521 fax: 410-643-2341

Thomas N. Yeager, County Attorney
3/30/2021
County Commissioners Meeting

Item Summary:
Public Hearing Procedures During COVID-19

ATTACHMENTS:

Description

Procedures for Testifying during State of Emergencies

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process be given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at https://www.kentcounty.com/government. Hearings are open to the public, and public comment is encouraged.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

Rule 1: Anyone who wishes to testify must identify themselves.

Rule 2: Each person testifying will have three minutes for his/her remarks.

Rule 3: The Chair will maintain order via voice commands.

Rule 4: Stick to the issues at hand.

Live call-in comments will be taken first and in the order in which they were received. The County Clerk will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. The Clerk will also ask to have the caller unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken. We ask that you please be patient with this process as it is different for all of us.

Written comments will be accepted until Friday, April 2, 2021 at 12:00 p.m. by the following methods:

By email:
kentcounty@kentgov.org

By letter:
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Cable Franchise Renewal Agreement
3/30/2021
County Commissioners Meeting

Item Summary:
Atlantic Broadband (Delmar), LLC

ATTACHMENTS:

Description

Kent County - Atlantic Broadband Public Hearing Notice

Kent County - Atlantic Broadband (Delmar) LLC Agreement

Kent County - Atlantic Broadband Approval Resolution

FCC Section 621 Third Report and Order Summary

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

PUBLIC HEARING NOTICE

CABLE FRANCHISE RENEWAL AGREEMENT WITH ATLANTIC BROADBAND (DELMAR), LLC AND A RESOLUTION BY THE COUNTY COMMISSIONERS OF KENT COUNTY AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND ATLANTIC BROADBAND (DELMAR), LLC

A public hearing will be held on March 30, 2021, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland to consider the renewal of a franchise agreement and a resolution to execute a cable franchise agreement. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on April 2, 2021.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 600 669 786 then press #.

A complete copy of the draft Resolution and Agreement are available by calling the Office of the County Administrator at 410-778-4600.

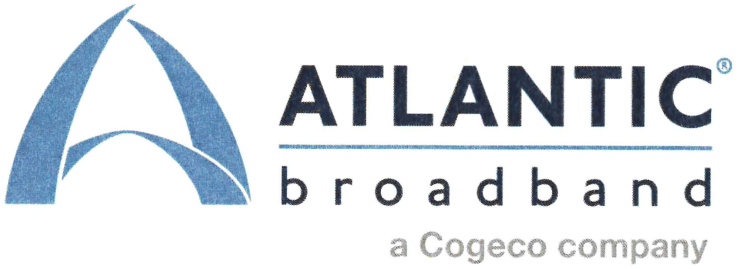
By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 3/18/21

DRAFT



CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY
(MD0205, MD0237, MD0365)

AND

ATLANTIC BROADBAND (DELMAR), LLC

With assistance from:

Cohen Law Group
413 South Main Street
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 _____, 2021 by and between the Kent County, Maryland (hereinafter referred to as the "County") and Atlantic Broadband (Delmar), LLC (hereinafter referred to as "Atlantic Broadband").

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") and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Atlantic Broadband currently holds a franchise to operate a Cable System within the County previously granted to Atlantic Broadband or a predecessor entity; and

WHEREAS, the aforesaid Public Rights-of-Way used by Atlantic Broadband 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 Atlantic Broadband's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future cable-related needs of its residents; 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 granting Atlantic Broadband'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 Atlantic Broadband 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 Atlantic Broadband.

(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.

(c) 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. 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; (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 – Means a time or frequency slot or technical equivalent on the Cable System, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

(g) Complaint – Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Atlantic Broadband's business or the operation of its Cable System.

(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) 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.

(k) FCC – Federal Communications Commission.

(l) 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 (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of material or equipment.

(m) 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.

(n) Franchise Fee – The fee that Atlantic Broadband 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.

(o) Gross Revenues – All revenue received directly or indirectly by Atlantic Broadband or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Atlantic Broadband'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 (fees charged to Subscribers for any internet or phone/voice services shall not be included);
(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 Cable 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 video or audio programming;
(9) fees for changing any level of Cable Service programming;
(10) fees for service calls related to Cable Services;
(11) inside wire maintenance fees related to Cable Services;
(12) service plan protection fees related to Cable Services;
(13) convenience fees related to Cable Services;
(14) early termination fees related to Cable Services;
(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 equipment used to provide Cable Services, including converters and remote control devices;
(18) any and all locally-derived advertising revenues less agency fees;

(19) revenues or commissions from locally-derived home shopping channels;
(20) revenue from interactive television services to the extent deemed "Cable Services" under applicable law;
(21) fees for any and all music services;
(22) broadcast retransmission fees;
(23) regional sports programming fees;
(24) late payment fees for Cable Services;
(25) billing and collection fees solely for Cable Services;
(26) NSF check charges; and
(27) Franchise Fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Atlantic Broadband and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Atlantic Broadband agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(p) HD – High-definition format.

(q) Leased Access or Commercial Access Channel – Any channel on Atlantic Broadband's Cable System designated for use by any entity that is unaffiliated with Atlantic Broadband pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) 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 two (2) or more households.

(s) 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.

(t) Normal Operating Conditions – Business conditions within Atlantic Broadband's service department which are within the control of Atlantic Broadband. Those conditions that are not within the control of Atlantic Broadband include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

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

(v) Educational and Governmental (EG) Channel – An access channel that consists of local public, educational and/or governmental programming.

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

(x) Public Rights-of-Way – The surface of and all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Atlantic Broadband to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(y) Service Interruption – The loss of picture or sound on one or more Channels.

(z) State – The State of Maryland.

(aa) Subscriber – A person or entity who contracts with Atlantic Broadband for, and lawfully receives, the video signals and 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 Atlantic Broadband. Subject to the terms and conditions contained herein, the County hereby grants to Atlantic Broadband 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, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term "Effective Date" is sixty (60) days following the full execution of this Agreement by the County and Atlantic Broadband.

2.3 COMPETITIVE EQUITY

(a) Atlantic Broadband acknowledges and agrees that the County reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the County.

(b) The franchise granted to Atlantic Broadband is non-exclusive; however, if the County grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Atlantic Broadband, then Atlantic Broadband may request an amendment to this Agreement to provide Atlantic Broadband with competitive equity. If the County agrees with Atlantic Broadband that, 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 Atlantic Broadband shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Atlantic Broadband with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Atlantic Broadband in writing of the submission of the application.

2.4 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 local laws and regulations. This Franchise is further subject to all applicable ordinances and resolutions of the County. Without waiving any of its rights, the County agrees that, to the extent any term of this Agreement is inconsistent with the terms of any County cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Atlantic Broadband shall operate, maintain, construct, and extend the Cable System so as to offer one-way and two-way Cable Services for all programming 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 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) Atlantic Broadband shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Atlantic Broadband 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. Atlantic Broadband shall extend the Cable System into all areas within the County where there is a minimum of twenty five (25) dwelling units per linear mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Atlantic Broadband shall complete said extensions within three (3) months of written notification to Atlantic Broadband by the County that an area has met the minimum density standard set forth herein (weather, environmental and/or other Force Majeure conditions permitting). Atlantic Broadband's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty five (125) feet aerial distance from the main distribution line, Atlantic Broadband shall extend the Cable Service at a rate not to exceed the actual cost of installation.

(c) The County has the right to require Atlantic Broadband 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 Atlantic Broadband 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 Atlantic Broadband's facilities without technical degradation of the Cable System's signal quality. Atlantic Broadband 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, provided that placing facilities underground does not preclude the use of ground-mounted appurtenances.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Atlantic Broadband has designed, constructed and shall maintain a Cable System that has been built for digital television standards with addressable technology capable of making available video channels received for digital and/or analog transmission and shall allocate a sufficient portion of said bandwidth to deliver two-way Cable Services.

(b) Atlantic Broadband 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) Atlantic Broadband shall conduct proof of performance and other system tests as set forth below. Atlantic Broadband shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County within thirty (30) days of a written

request from the County; provided, however, that Atlantic Broadband shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Atlantic Broadband shall perform the following tests on its Cable System:

(1) All tests required by the FCC; and

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement or in response to Subscriber complaints.

(c) If requested by reasonably prior written notice by the County, tests may be witnessed by its representatives.

3.5 EMERGENCY ALERT SYSTEM

Atlantic Broadband shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

All Atlantic Broadband residential Subscriber rates and charges shall be published and shall not discriminate among persons in the County under similar circumstances and conditions. Atlantic Broadband 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 shall be construed to prohibit:

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

(b) The offering of reasonable discounts to senior citizens.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Atlantic Broadband shall work cooperatively with any services that allow hearing-impaired Subscribers to contact Atlantic Broadband by telephone.

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Atlantic Broadband and the County hereby 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 Atlantic Broadband, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and the applicable state law.

3.9 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Atlantic Broadband shall apply to the County for all 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. In the event Atlantic Broadband or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Atlantic Broadband must apply for all applicable permits within five (5) business days of such emergency activities.

(b) Whenever Atlantic Broadband 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 in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. Upon failure of Atlantic Broadband to comply within the time specified and the County having notified Atlantic Broadband 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 Atlantic Broadband upon demand by the County.

(c) Whenever Atlantic Broadband 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. Atlantic Broadband 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 within ten (10) business days, weather permitting.

(d) Atlantic Broadband'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. Atlantic Broadband 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.

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

(f) Whenever Atlantic Broadband 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. Atlantic Broadband shall adhere to any additional undergrounding requirements which the State may establish in the future.

(g) 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.

3.10 SERVICE AREA MAPS

Upon written request and within sixty (60) days of such written request, but not more than once annually, Atlantic Broadband shall provide to the County for its exclusive, non-commercial use and shall maintain at its local offices, a complete set of Atlantic Broadband 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. Such strand maps are expressly understood by the County to be Atlantic Broadband's proprietary and confidential information. The strand maps shall be provided to the County in hardcopy or, if requested and available, in an electronic format acceptable to Atlantic Broadband and the County, provided that the County shall not retain such electronic or hard copies of the strand maps. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground.

3.11 DISCONNECTION AND RELOCATION

(a) Atlantic Broadband 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, public safety, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure.

(b) In requiring Atlantic Broadband to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Atlantic Broadband the same as, and require no more of Atlantic Broadband than, any similarly situated entity.

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 Atlantic Broadband notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System pursuant to this Section 3.12 the County shall treat Atlantic Broadband the same as, and require no more of Atlantic Broadband than, any other similarly situated entity.

3.13 TREE TRIMMING

(a) Atlantic Broadband, 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 Atlantic Broadband. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Atlantic Broadband 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

Atlantic Broadband shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.15 BROADCAST CHANNELS

To the extent required by federal law, Atlantic Broadband 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; (b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Public, 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

Atlantic Broadband 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 Atlantic Broadband provided their financial and other obligations to Atlantic Broadband are honored. Subject to Force Majeure provisions in Section 9.1, Atlantic Broadband shall use commercially reasonable 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, Atlantic Broadband shall use commercially reasonable efforts to interrupt service only during periods of minimum use. When necessary Service Interruptions of more than twenty four (24) hours can be anticipated, Atlantic Broadband shall notify Subscribers in advance of such Service Interruption along with providing Subscribers with a pro-rata credit for the time of such Service Interruption.

3.18 PARENTAL CONTROL CAPABILITY

Atlantic Broadband 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.

SECTION 4
SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Atlantic Broadband 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 by a Subscriber representative, 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 a historical record of Complaints indicates a clear failure to comply, Atlantic Broadband may be required to perform surveys 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 Atlantic Broadband 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 Atlantic Broadband 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.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Atlantic Broadband shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Atlantic Broadband 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 Atlantic Broadband employee or agent, including any subcontractor, shall prominently display the Atlantic Broadband logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty five (125) feet from the existing main distribution line.

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

(d) Atlantic Broadband 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 NOTICES

(a) Atlantic Broadband shall provide written notice to each Subscriber upon initial subscription, and once per calendar 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;

(7) Atlantic Broadband's address, telephone number and office hours; and

(8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Atlantic Broadband 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 Atlantic Broadband. Atlantic Broadband 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 or the County on the transaction between Atlantic Broadband and the Subscriber.

(c) In accordance with federal law, Atlantic Broadband shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements

contained herein by Atlantic Broadband during the previous twelve (12) months. Such file may be maintained electronically.

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) Atlantic Broadband shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Atlantic Broadband.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

(a) Atlantic Broadband 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 Atlantic Broadband promptly and in writing. When Atlantic Broadband receives such notification, the time period for Atlantic Broadband to respond as required by Section 4.5(a) shall commence. If the County notifies Atlantic Broadband in writing, then Atlantic Broadband 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 Atlantic Broadband has the option of withholding the disputed amount, without a late fee or disconnection, until Atlantic Broadband 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 Atlantic Broadband 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.

(d) Atlantic Broadband 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

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

(a) If at least forty-five (45) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Atlantic Broadband 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 Atlantic Broadband regarding the bill; or

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

4.7 SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for twenty four (24) or more consecutive hours, excluding those Service Interruptions which are the result of Force Majeure or not under the control of Atlantic Broadband and upon receipt of a request of the Subscriber, Atlantic Broadband shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

(a) Atlantic Broadband shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Atlantic Broadband 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) Atlantic Broadband 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) Absent a court order or requirement of federal law, neither Atlantic Broadband nor its designee shall tap, monitor, arrange for the tapping or monitoring of any cable, line, signal,

input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that Atlantic Broadband may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner consistent with the federal law. To the extent permitted under applicable law, Atlantic Broadband shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Atlantic Broadband. Atlantic Broadband shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Atlantic Broadband nor its designee nor its employees shall make available to any third party, including the County, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Atlantic Broadband shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court. Nothing in this Agreement shall be construed to prevent the sale or availability of "non-personalized" or "aggregate data" which is not personalized data as defined in this Agreement.

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

(f) Atlantic Broadband shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, only in conformance with Section 631 of the Cable Act and other applicable law

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 at the notice location for Atlantic Broadband specified in Section 9.3, all documents, records and other pertinent information maintained by Atlantic Broadband which relate to the terms of this Agreement.

(b) In addition, Atlantic Broadband shall maintain for inspection by the public and the County all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives may conduct a full compliance review, not more than once every three (3) years during the term, with respect to whether Atlantic Broadband has complied with the material terms and conditions of this Agreement so long as it provides Atlantic Broadband 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 Atlantic Broadband may organize the necessary records and documents for appropriate review by the County. Within ninety (90) days of a written request, Atlantic Broadband shall provide the County with copies of records and documents that are kept in the normal course of business related to the cable compliance review.

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 in a non-discriminatory manner.

5.4 POLICE POWERS

Atlantic Broadband'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.

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, to the extent that such assessment is non-discriminatory and in accordance with applicable law. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Atlantic Broadband shall apply to the County for all required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. Atlantic Broadband 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. Atlantic Broadband shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Atlantic Broadband shall provide the following reports to the County:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Atlantic Broadband 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, subject to Atlantic Broadband's right to exclude any personally identifiable subscriber information.

(b) Annual Financial Report

Atlantic Broadband shall submit to the County, no later than thirty (30) days following a written request, but not more than annually, its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Atlantic Broadband's Chief Financial Officer in accordance with Generally Accepted Accounting Principles.

(c) Government Reports

Atlantic Broadband shall provide to the County, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Atlantic Broadband has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Atlantic Broadband's Cable System within the County. Atlantic Broadband shall have the right to claim confidential, privileged or proprietary rights to such documents if such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in applicable law or this Agreement. Atlantic Broadband shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE COUNTY

6.1 FRANCHISE FEES

Atlantic Broadband shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Atlantic Broadband 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 Atlantic Broadband provided that the Franchise Fee may not exceed the maximum

percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Atlantic Broadband's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice and shall not result in the adjustment of any previous paid Franchise Fees.

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, Atlantic Broadband 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 Atlantic Broadband's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Atlantic Broadband'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 Atlantic Broadband.

6.4 FRANCHISE FEE REVIEW

(a) No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the County shall have the right to conduct a Franchise Fee review or audit of Atlantic Broadband'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. Upon written request, but no more frequently than annually and within thirty (30) days of a written request, Atlantic Broadband shall provide the County with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged over or underpayment, the County shall provide Atlantic Broadband with a written statement indicating the basis for the alleged underpayment. If the franchise fee audit or review reveals that there has been no over- or underpayments, the County shall provide written notice to Atlantic Broadband indicating that no over- or underpayments were found and that the franchise fee review is closed. Atlantic Broadband shall have thirty (30) days

from the receipt of the statement regarding an alleged underpayment to provide the County with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the over or underpayment(s), if any, within thirty (30) days of Atlantic Broadband's objection and shall provide Atlantic Broadband with written notice of the determination. If Atlantic Broadband disputes the County's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the County's written notice of determination. In the event that Atlantic Broadband fails to submit the matter to mediation or arbitration within the required time period, the County's final determination shall be binding on Atlantic Broadband. If Atlantic Broadband submits the matter to mediation and an agreement is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Atlantic Broadband within sixty (60) days from the date the County notifies Atlantic Broadband of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or Franchise Fee review shows that Franchise Fees have been underpaid, then Atlantic Broadband shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment. If Franchise Fees have been underpaid by five percent (5%) or more, then Atlantic Broadband shall also pay the reasonable cost of the review or audit. If the audit or franchise fee review shows that franchise fees have been overpaid, then Atlantic shall may offset the overpaid amount against future Franchise fee payments until such time as the overpayment has been entirely recouped.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under this Section 6.5 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Atlantic Broadband shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Atlantic Broadband will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Atlantic Broadband shall notify the County in writing regarding the amount of the monthly service fee for each account based on fair market value. The County shall then notify Atlantic Broadband, within thirty (30) days of receiving the notice from Atlantic Broadband, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. 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 also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Atlantic Broadband will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the County shall continue to be subject to standard rates.

(c) During the term of the Franchise, the County may change a Public Building location listed in Exhibit A upon 90-days written notice to Atlantic Broadband, provided that the new location is within 125 feet of existing Atlantic Broadband cable distribution plant.

(d) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.,* as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet the specific criteria set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Atlantic Broadband shall continue to provide as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The City shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. However, Atlantic Broadband may utilize the channel during periods where the channel is not in use by the City. Atlantic Broadband shall not exercise any editorial control over EG Channel programming. Atlantic Broadband shall cablecast the activated EG Channel so that it may be received by all Atlantic Broadband Subscribers in the City. If requested by any neighboring City served by Atlantic Broadband from the same head-end or hub site as that providing service to the City, then the City agrees to cooperate with such City in the shared use of the EG channel.

(b) The City and Atlantic Broadband further agree that all costs incurred by Atlantic Broadband for supporting such EG Channel, including any and all equipment may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Atlantic Broadband reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(c) Atlantic Broadband shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the City provides Atlantic Broadband with

access to such location and access to the EG Channel equipment within such location. Atlantic Broadband shall provide, install and maintain in good working order the equipment and the appropriate technical method approved by Atlantic Broadband necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Atlantic Broadband shall not be liable for any content programmed on the designated PEG Channel.

(d) The City or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The City and Atlantic Broadband agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

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

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Atlantic Broadband violated any provision of this Agreement, it shall notify Atlantic Broadband 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 Atlantic Broadband 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) Atlantic Broadband shall have thirty (30) days to cure such violation after written notice is received 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 Atlantic Broadband must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Atlantic Broadband shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) above, then Atlantic Broadband may request that the County schedule a public hearing to provide Atlantic Broadband with the opportunity to demonstrate that Atlantic Broadband continues to make reasonable steps to cure. Alternatively, the County may conduct a public hearing following written notice to Atlantic Broadband that it intends to impose liquidated damages. If the County determines as a result of such hearing that Atlantic Broadband has not taken reasonable steps to

cure the violation, then the County may deem that Atlantic Broadband is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Atlantic Broadband's failure to comply with 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 Atlantic Broadband (after affording Atlantic Broadband due process in accordance with Section 8.1(c) above) in the amount of One Hundred Fifty Dollars ($150.00) per day for each day the violation continues, provided Atlantic Broadband has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Atlantic Broadband or legal action by the County but shall be in addition to such specific performance or legal action.

(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 before, during, or after the assessment of liquidated damages.

8.3 REVOCATION

(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 Atlantic Broadband practiced any fraud or deceit upon the County in the operation of its Cable System or any other activities pursuant to this Agreement;

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

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Atlantic Broadband or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Atlantic Broadband 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 County Council after an appropriate public hearing that shall afford Atlantic Broadband 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. All notice requirements shall be met by providing Atlantic Broadband 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 Atlantic Broadband 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 Atlantic Broadband.

8.4 INSURANCE

(a) Atlantic Broadband 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 Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus VII 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).

(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) Atlantic Broadband shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5. Atlantic Broadband 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) Atlantic Broadband 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, an on an annual basis.

(e) The limits above may be satisfied with a combination of primary and excess coverage.

8.5 INDEMNIFICATION

Atlantic Broadband 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 Atlantic Broadband, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of Atlantic Broadband. The County shall give Atlantic Broadband 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 Atlantic Broadband, the cost for such separate counsel shall be the responsibility of the County. Atlantic Broadband shall not indemnify the County for any claims resulting solely from acts of willful misconduct or negligence on the part of the County.

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Atlantic Broadband is unable in whole or in part to carry out its obligations hereunder, Atlantic Broadband 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, Atlantic Broadband 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 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 Atlantic Broadband's cost.

(b) During the term of the Agreement, if Atlantic Broadband 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 Atlantic Broadband to remove the property, remove the property itself and charge Atlantic Broadband with the costs related thereto, or transfer ownership of the property to the County's designee provided fair market value is paid to Atlantic Broadband.

(c) Notwithstanding the above, Atlantic Broadband 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 Atlantic Broadband 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 sent to:

Kent County
400 High Street
Chestertown, MD 21620
Attn: County Administrator

The County may specify any change of address in writing to Atlantic Broadband. Every notice to be served upon Atlantic Broadband shall be sent to:

Atlantic Broadband
2 Batterymarch Park
Suite 205
Quincy, MA 02169

With copies to:

Atlantic Broadband
General Counsel
2 Batterymarch Park
Suite 205
Quincy, MA 02169

and

Atlantic Broadband
Attn: VP/GM of Maryland Region
2 Batterymarch Park
Suite 205
Quincy, MA 02169

Atlantic Broadband may specify any changes of address in writing to the County. Each delivery to Atlantic Broadband 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

Atlantic Broadband 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. 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, Ken County, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Atlantic Broadband 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 or delayed.

(b) Neither Atlantic Broadband 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 or delayed.

(c) Neither Atlantic Broadband nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five percent (25%) 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 or delayed.

(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 Atlantic Broadband 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 Atlantic Broadband.

(e) Atlantic Broadband 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 Atlantic Broadband 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 unless such one hundred twenty (120) days shall have elapsed.

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 Atlantic Broadband. 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 Atlantic Broadband, nor any delay on the part of either party in exercising any rights hereunder, shall operate as a waiver of any such rights of such party or acquiescence in the actions of the other party in contravention of such rights, except to the extent expressly waived by such party.

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 Atlantic Broadband 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 Atlantic Broadband may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and Atlantic Broadband.

9.12 COMPLIANCE WITH LAWS

Atlantic Broadband shall comply with all federal, state and 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 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Atlantic Broadband, the County and their respective successors and assigns. This Agreement is authorized by Resolution No._____ dated _____, 2021 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: _____

Name: _____

Title: _____

Date: _____

ATLANTIC BROADBAND (DELMAR), LLC

By: _____

Name: Leslie J. Brown

Title: SVP & General Counsel

Date: _____

Exhibit A

SERVICES TO COMMUNITY FACILITIES

Kent County High School
25305 Lambs Meadow Road
Worton, MD

Worton Elementary School
11085 Worton Road
Worton, MD

Kent County EMS
11528 Lynch Road
Worton, MD

RESOLUTION 2021-XX
COUNTY COMMISSIONER OF KENT COUNTY, MARYLAND

A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND ATLANTIC BROADBAND (DELMAR), LLC

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") and Maryland law, Kent County ("County") is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Atlantic Broadband (Delmar), LLC ("Atlantic Broadband") currently holds a franchise to operate a Cable System within the County previously granted to Atlantic Broadband or a predecessor entity; and

WHEREAS, the aforesaid Public Rights-of-Way used by Atlantic Broadband 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 Atlantic Broadband's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future cable-related needs of its residents; 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 granting Atlantic Broadband's franchise according to the terms and conditions contained herein.

NOW THEREFORE, BE IT RESOLVED, that the County Commissioners of Kent County, Maryland hereby approve the cable franchise agreement negotiated with Atlantic Broadband, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

DRAFT

RESOLVED this _____ day of _____, 2021.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
Sondra M. Blackiston, Clerk

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

DRAFT

Summary of the FCC's Recent Third Report and Order Regarding Cable Franchise In-Kind Benefits August 8, 2019

On August 1, 2019, the Federal Communications Commission ("FCC" or "Commission"), in a 3-2 vote, approved its Third Report and Order, formally titled "In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act" ("Order"). This Order will have a significant impact on our clients with respect to their cable franchise benefits and obligations. The Order is the result of a notice and comment proceeding in which numerous local governments, national municipal organizations, cable operators, and cable industry associations participated. Our law firm submitted comments on behalf of several clients. The following is a brief summary of the salient issues in the 85-page Order.

The underlying premise of the Order is that all in-kind, non-capital cable company contributions to local governments fall within the five percent (5%) franchise fee and therefore must be offset against franchise fee payments. The Order defines "in-kind cable-related contributions" as "…any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to, free or discounted cable service to public buildings, non-capital costs in support of PEG access, and costs attributable to the construction, maintenance, and service of I-Nets. It does not include the costs of complying with build-out and customer service requirements." (Fn. 42) The key practical effects of ruling are as follows:

PEG Channels and PEG Financial Support

The Order finds that the "costs associated with PEG channel capacity" are in-kind costs that fall within the definition of franchise fees. (¶42) In other words, the cost of the PEG channels themselves, separate from financial support for PEG channels, may be offset against franchise fee payments. In contrast to the Commission's Notice of Proposed Rulemaking ("NPRM") that commenced this proceeding, however, the FCC declined to decide whether PEG channel capacity is a capital cost and, if so, what valuation method to use to determine the cost. The Order states: "While we find that the costs associated with the provision of PEG channel capacity are cable-related, in-kind costs that fall within the definition of 'franchise fee', **we find that the record is insufficiently developed** to determine whether such costs should be excluded from the franchise fee as a capital cost under the exemption in Section 621(g)(2)(C)." (emphasis added) This is good news, at least in the short term, for municipalities that have active PEG channels.

With respect to PEG financial support, the Commission maintains its longstanding rule, derived from Section 611 of the Cable Act, that contributions for PEG capital costs are exempt

from franchise fees and may not be offset against franchise fee payments. The definition of "capital costs" in the Order is actually a slight improvement over the FCC's old definition, in that it describes such costs as "costs incurred in acquiring or improving capital assets for PEG access facilities." (¶33) This appears to include all equipment used to support PEG channels and the production of local programming: "[W]e believe at the present time that the definition of 'capital costs'… includes equipment purchased in connection with PEG access facilities, even if it is not purchased in conjunction with the construction of such facilities." Id. Cable operator financial support used for PEG operations, on the other hand, may be offset against franchise fees.

Finally, there was some question as to whether the costs of transport facilities for PEG channel signals may be offset against franchise fees. The Commission found that they may not: "[T]he installation of transport facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system—PEG transport—does not count toward the five percent franchise fee cap… Although we agree that the costs associated with the use of transport lines for 'episodic' or 'short-term' PEG programming is an operating cost that is subject to the franchise fee cap, we decline to establish a fixed quantity of PEG transport return lines that is 'adequate' under section 621(a)(4)(B)." (¶49)

Institutional Networks or I-Nets

Unlike PEG channel capacity and PEG capital costs, the Order finds that the value of I-Nets may be offset against franchise fee revenue at this time. The Order states: "We find that the costs associated with the construction, maintenance, and service of an I-Net fall within the five percent cap on franchise fees. Such costs are cable-related, in-kind contributions…" (¶55) The Commission acknowledges that I-Nets are a benefit to their communities, but it concludes that "such benefits cannot override the statutory framework, which carves out only limited exclusions from franchise fees." Id. With respect to the method for determining the value of the offset, the FCC lands squarely on the side of fair market value. It states the following:

> We must address the value of other in-kind contributions, however, including free service to public buildings and I-Net contributions. We believe that fair market value, where there is a product in the market, is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates they charge customers for services they offer. Moreover, a fair market valuation reflects the fact that, if a franchising authority did not require an in-kind assessment as part of its franchise, it would have no choice but to pay the market rate for services it needs from the cable operator or another provider. (¶61)

How fair market value is actually determined remains to be seen and will certainly be a source of contention between local governments and cable operators. For local governments that currently have I-Nets provided by their cable operator(s), however, the Order is bad news indeed.

Courtesy Cable Services

The Order confirms and restates that so-called "free cable services" to municipal facilities, schools, and public libraries may be offset against franchise fees. It states: "We find that costs attributable to franchise terms that require a cable operator to provide free or discounted cable

service to public buildings, including buildings leased by or under control of the franchise authority, are cable-related in-kind contributions that fall within the five percent cap on franchise fees." (¶26) As with its discussion of I-Nets, the Order concludes that any such services must be offset against franchise fees based on their fair market value. (¶61)

The FCC outlines the options available to local governments when it comes to these services: "The local franchising authority may wish to either (1) continue to receive the existing free cable service and a monetary payment of five percent minus the fair market value of that service, or (2) discontinue service and receive a monetary payment of five percent, or (3) reduce the free cable service to select municipal buildings and receive a monetary payment of five percent minus the fair market value of the reduced service." (Fn. 251) The FCC is clearly driving home its position that local governments cannot receive free cable service in addition to franchise fees.

Implementation and Conclusion

The Order is prospective and may not be applied retroactively. (¶62) For those current franchise agreements that conflict with the Order, the Commission "encourages the parties to negotiate franchise modifications within a reasonable period of time." Id. In footnote 247 to the Order, it concludes that 120 days "should be, in most cases" a reasonable period of time. What happens if the parties cannot agree on changes to the franchise agreement? Here the FCC assumes that any failure to reach agreement will be the fault of the local government: "If a franchise authority refuses to modify any provision of a franchise agreement that is inconsistent with this Order, that provision is subject to preemption under Section 636(c)." (¶62) Section 636(c) states simply that any franchise term that is inconsistent with the Cable Act will be deemed to be preempted. 47 U.S.C. 556(c) While the FCC may believe that this provides clear guidance as to how the Order will be implemented in practice, many questions remain.

Finally, in comments to the Commission prior to the Order, the National Association of Telecommunications Officers and Advisors (NATOA) asked the FCC to clarify that cable operators are not *required* to modify franchise agreements to comply with the Order, but rather may voluntarily choose to keep intact current franchise provisions. In response to this request, the Commission states: "We reject the request of NATOA that we clarify that this Order is 'permissive not mandatory.' Complying with the terms of the statute is not optional." (Fn. 251)

The Order will take effect 30 days after its publication in the Federal Register. There is no specific timeline for Federal Register publication, but it could occur as early as mid-August. There is no doubt that the Order will be legally challenged by many local governments and municipal associations. In our judgment, most of the conclusions of the Order are not sustainable under federal law. We will be sure to address the legal issues on appeal in future client correspondence. This concludes our summary of the Order. Please feel free to contact me directly if you have any questions or concerns.

Dan Cohen
Cohen Law Group
dcohen@cohenlawgroup.org
(412) 447-0130 x11

Cable Franchise Renewal Agreement
3/30/2021
County Commissioners Meeting

Item Summary:
Comcast of Delmarva, LLC

ATTACHMENTS:

Description

Kent County - Comcast Public Hearing Notice

Kent County - Comcast of Delmarva LLC Franchise Agreement

Kent County - Comcast Approval Resolution

FCC Section 621 Third Report and Order Summary

The County Commissioners of Kent County

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PRESIDENT
CHESTERTOWN, MD

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MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
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SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

PUBLIC HEARING NOTICE

CABLE FRANCHISE RENEWAL AGREEMENT WITH COMCAST OF DELMARVA, LLC AND A RESOLUTION BY THE COUNTY COMMISSIONERS OF KENT COUNTY AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND COMCAST OF DELMARVA, LLC

A public hearing will be held on March 30, 2021, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland to consider the renewal of a franchise agreement and a resolution to execute a cable franchise agreement. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on April 2, 2021.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 600 669 786 then press #.

A complete copy of the draft Resolution and Agreement are available by calling the Office of the County Administrator at 410-778-4600.

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 3/18/21

DRAFT

CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY, MARYLAND

AND

COMCAST OF DELMARVA, LLC

With assistance from:

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413 South Main Street
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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of _____, 2021 (hereinafter referred to as the "Effective Date") by and between the Kent County, Maryland (hereinafter referred to as the "County") and Comcast of Delmarva, 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") and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Comcast currently holds a franchise to operate a Cable System within the County previously granted to Comcast or a predecessor entity; 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, receive Franchise Fees for Comcast's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, 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 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 granting 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 Public, Educational and Governmental ("PEG") 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. 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; (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 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 oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's business or the operation of its Cable System, which 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) 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.

(k) FCC - Federal Communications Commission.

(l) 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 (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; partial or entire failure of utilities; or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

(m) 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.

(n) 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.

(o) Gross Revenues - All revenue, as determined in accordance with generally accepted accounting principles (GAAP), received directly or indirectly 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 Cable 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;
(9) fees for changing any level of Cable Service programming;
(10) fees for service calls;
(11) inside wire maintenance fees;
(12) service plan protection fees;
(13) convenience fees;
(14) early termination fees;
(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) any and all locally-derived Cable Service advertising revenues;
(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;
(24) billing and collection fees;
(25) NSF check charges; and
(26) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, agency commission fees for unaffiliated third-party advertising sales agencies, any revenues generated by Non-Cable Services, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(p) HD – High-definition format.

(q) Leased Access - 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.

(r) 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.

(s) 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.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are 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 or other conditions of Force Majeure.

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

(v) Public, Educational and Governmental (PEG) Channel - An access channel that consists of local public, educational and/or governmental programming.

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

(x) Public Rights-of-Way – The surface of all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Comcast to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(y) Service Interruption - The loss of picture or sound on one or more Channels.

(z) State - The State of Maryland.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and 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, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law. Nothing in this Agreement shall be construed to prohibit Comcast from offering any service over the Cable System that is not prohibited by federal or state law.

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

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

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

(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

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.

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 resolutions of the County. Without waiving any of its rights, the County agrees that, to the extent any term of this Agreement is inconsistent with the terms of any County ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the County reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the County.

(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 franchisee 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, or

other authorization to provide wired video services, 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. If the County disagrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise, or other authorization, is more favorable or less burdensome, Comcast may elect to shorten the remaining term of this Agreement to not more than thirty six (36) months and shall be deemed to have timely invoked the formal renewal rights and procedures set forth in §626 of the Federal Cable Act.

(c) 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, then the County shall notify Comcast in writing of the submission of the application.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 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 or by ascertainment by Comcast, Comcast shall extend the Cable System into all areas within the County where there is a minimum of twenty-five (25) dwelling units per linear mile of cable, calculated from the nearest technically feasible 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 within three hundred (300) feet of the public right of way. Comcast shall complete said extensions within twelve (12) months 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.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty-five (125) feet aerial distance from the main distribution line, Comcast shall extend the Cable Service and the Subscriber and Comcast shall share equally the actual cost of installation from the main distribution line.

(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. In the event public and/or private funds are made available to pay for placement of wires and/or equipment underground, 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. 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) Comcast may refuse to provide Service to any Person for demonstrable reasonable cause.

3.2 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards. Comcast's Cable System shall be capable of providing consistent, high-quality reception to Subscribers in the County.

(b) Comcast shall continue to 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 3.1 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 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 and the generally applicable laws, ordinances and construction standards of the County.

(c) 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.

(d) 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 this Section.

3.3 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. 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 determine compliance with FCC technical standards. 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. If

any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) 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 reserves the right, upon at least sixty (60) days' notice to Comcast, to conduct a technical audit of the Cable System.

3.4 EMERGENCY ALERT SYSTEM

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

3.5 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 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;

(d) The establishment of reduced bulk rates for residential Subscribers; or.

(e) The denial of Service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Comcast and the County hereby 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 and the applicable laws of the State.

3.8 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Comcast shall apply to the County for all 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. In the event Comcast or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such emergency activities. Notwithstanding the requirements herein, Comcast shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or for routine maintenance that does not disturb surface grade or block vehicular traffic.

(b) 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 in as good condition as before the disturbance within twenty (20) business days of the completion of the work causing the disturbance, weather permitting. 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.

(c) 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 within twenty (20) business days of the completion of the work causing the damage, weather permitting.

(d) 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.

(e) 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).

(f) 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.

(g) 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.

3.9 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the County for its exclusive use and shall maintain at its local offices a complete set of Comcast service area as-built maps of the County on which shall be shown those areas in which its facilities exist. The as-built 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 as-built 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, not more than once annually, within thirty (30) days after written request by the County.

3.10 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.

3.11 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.

3.12 TREE TRIMMING

(a) 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. Any such tree trimming shall only be performed in accordance with applicable laws and regulations, and shall require County approval, with the exception of Emergency situations as defined in Section 1(k). Comcast shall fully bear the costs associated with tree trimming.

(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.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.14 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; (b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Public, 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.

3.15 SIGNAL SCRAMBLING

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

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. 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. Under Normal Operating Conditions, when necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

3.17 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.

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 by a Subscriber representative, 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) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. 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 three months and report to the County the results of such monthly average measurements.

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) Standard installations will be performed within seven (7) business days after an order has been placed, or on a date requested by a Subscriber. This timeframe shall not apply where line extension construction is required to provide such service. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) 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.

(d) 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 NOTICES

(a) Comcast shall provide written notice 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;

(7) Where to locate Comcast's address, telephone number and office hours; and

(8) 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 or the County on the transaction between Comcast and the Subscriber.

(c) In accordance with federal law, Comcast shall maintain a file available to the public 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) Comcast shall not assess late fees for non-payment of a current bill until at least twenty (20) days have elapsed since the mailing of the bill by Comcast.

(c) 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.

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. 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. Complaint records shall be maintained for one (1) year following resolution of the Complaint.

4.6 DISCONNECTION

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

(a) If at least thirty (30) 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 or scheduled at the convenience of the Subscriber.

(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, on a daily basis, of that

portion of the service charge during the next available billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Comcast to verify the problem, if 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 respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. 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.

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 at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

(b) In addition, Comcast shall maintain for inspection by the County all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Upon thirty (30) days written request to Comcast, the County, at the County's cost, 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 shall not make physical contact with the Cable System except to the extent reasonably necessary to determine compliance with this Agreement. The County may not adversely impact, or interfere with the operation or performance of, the Cable System or open any unopened vaults, pedestals or conduits without the express permission of Comcast. If a condition creating a serious, clear, and immediate danger to the health, welfare, or safety of the public 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.

(d) 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 take any necessary not to 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.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives, not more than once every three (3) years, 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 the 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 and documents related to the cable compliance review. Comcast shall not be required to disclose any confidential or proprietary information at any compliance review session held in a public forum. Any confidential or proprietary information provided by Comcast shall be subject to the conditions set forth in Section 5.1(d) above. Within thirty (30) days after the conclusion of the compliance review, the County shall provide Comcast with its written determination regarding Comcast's compliance with the terms and conditions of this Agreement. Any compliance review report shall not contain any confidential or proprietary information disclosed by Comcast during the compliance review.

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

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 lawful exercise of its police powers materially alters the rights, benefits, obligations, or duties of this Agreement, Comcast and County shall modify the provisions of this Agreement to minimize 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

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 without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event that Comcast or any agent, including contractors or subcontractors, must make Emergency repairs prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such Emergency activities. 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.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Comcast shall provide the following reports to the County:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, 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 upon request, no later than forty-five (45) days following the end of a 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 Complaint 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 and the approximate length of time of each such interruption;

(5) Average hold time for Subscriber service telephone calls that were received in the previous quarter;

(6) Percentage of telephone calls answered within thirty (30) seconds during the previous quarter;

(7) Percentage of telephone calls received within the previous quarter that were abandoned before being answered by a live operator; and

(8) Percentage of time when all incoming telephone trunk lines were in a busy condition during the previous quarter.

(b) Annual Reports

Within thirty (30) days of a written request, Comcast shall submit to the County its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section 5.7(b).

(c) Government Reports

Comcast shall provide to the County, upon written request, 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 in the previous year if such documents relate specifically to Comcast's Cable System within the County. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

(d) Operational Reports

Within thirty (30) days of a written request, Comcast shall provide the County with copies of reports, documents, logs, or related written materials pertaining to the operation of the Cable System serving the County during the previous year. Such reports may include, but are not limited to, outage logs, preventative maintenance logs, results of technical performance tests, and trouble call reports.

SECTION 6
COMPENSATION TO THE COUNTY

6.1 FRANCHISE FEES

Comcast shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. 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 ninety (90) 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. Comcast shall pay the reasonable cost of such a Franchise Fee review or audit.

(b) 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 City'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.

(c) 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 sixty (60) 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 Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars ($3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the County that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under Section 6.4 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied in accordance with GAAP.

SECTION 7
EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

7.1 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall provide to the County, within one hundred eighty (180) days of a written request and as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for 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 Channel, and may delegate such functions, or a portion of such

functions, to an appropriate designee. Comcast shall not exercise any editorial control over EG Channel programming, except Comcast may refuse to transmit any program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. Comcast shall cablecast the activated EG Channel so that it may be received by all Comcast Subscribers in the County.

(b) To enable the County to utilize the EG Channel, the County shall select one (1) location within the County's boundaries, within two hundred fifty (250) feet of Comcast's distribution cable, and Comcast shall provide and install, within one hundred eighty (180) days of a written request by the County, direct fiber links, including activation equipment capable of transmitting HD quality video and audio between the video origination location and the Comcast headend, such that live programming can originate from this selected 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." Alternatively, Comcast may receive EG programming though an interconnection agreement with another video provider in the County.

(c) Any expenditure made in connection with the construction and maintenance of the Return Line shall be born solely by the County. The County and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment and EG 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.

(d) Comcast shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the County provides Comcast with access to such location and access to the EG Channel equipment within such location. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the 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 any EG channel programmer.

(e) At the time that the County and/or its designee begin to produce EG programming in high definition ("HD") format, and upon sixty (60) days written request, Comcast shall meet with the County to discuss, in good faith, distribution of the EG channel signals in HD format through the cable system.

(f) The County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The County and Comcast agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(g) In the event the County or its designee does not program any EG Channel, Comcast may request the use of this 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.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Comcast violated any 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 the receipt of the written notice to: (i) respond to the County, if Comcast contests (in whole or in part) the assertion of 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 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 and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with 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 One Hundred Dollars ($100.00) per day for each day the violation of a material term continues, up to a maximum of Twelve Thousand Dollars ($12,000) per year, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). The County shall provide Comcast with written notice that it intends to elect the liquidated damages remedies set forth herein. Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance. The liquidated damages herein replace any application of civil infractions for non-compliance related to the obligations under this Agreement.

(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. For the purposes of liquidated damages, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation or noncompliance event. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

8.3 REVOCATION

(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 3.2;

(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 foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs 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 County Board of Commissioners 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. 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. Comcast may appeal such written determination to an appropriate court of competent jurisdiction.

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 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. Upon written request, an original copy of the bond shall be delivered 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. Comcast shall restore the bond to its original level within thirty (30) days after any amount has been paid to the County from the performance bond. The County shall give Comcast twenty (20) business days' notice of its intent to draw from the performance bond. The County may not draw from the performance bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.

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 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) combined single limit per occurrence.

(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 a written request by the County.

8.6 INDEMNIFICATION

(a) 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, but not limited to, 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 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. 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 from acts of willful misconduct or negligence on the part of the County.

(b) Nothing in this Franchise Agreement is intended to express or imply a waiver of statutory provisions, of any kind or nature, as set for in State statutes, including the limits of

liability of the County as exists presently or may be increased from time to time by the State legislature.

8.7 WORKERS' COMPENSATION INSURANCE

Comcast shall obtain and maintain workers' compensation insurance for all of its employees in compliance with State laws.

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, transmission 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 as good condition reasonably comparable to their condition prior to the removal. 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, or remove the property itself and charge Comcast with the costs related thereto.

(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:

Kent County
Attn: County Administrator
400 High Street
Chestertown, Maryland 21620

The County may specify any change of address in writing to Comcast. Every notice to be served upon Comcast shall be sent to:

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

With copies to:
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. 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, Kent 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 more than fifty percent (50%) 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 or otherwise impose obligations different from 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 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 _____, 2021 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF DELMARVA, LLC

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____

RESOLUTION 2021-XX
COUNTY COMMISSIONERS OF KENT COUNTY. MARYLAND

A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND COMCAST OF DELMARVA, LLC

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") and Maryland law, the Kent County ("County") is authorized to grant and renew 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 Delmarva, LLC ("Comcast") currently holds a franchise to operate a Cable System within the County previously granted to Comcast or a predecessor entity; 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, receive Franchise Fees for Comcast's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, 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 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 granting Comcast's franchise according to the terms and conditions contained herein.

NOW THEREFORE, BE IT RESOLVED, that the County Commissioners of Kent County, Maryland hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

DRAFT

RESOLVED this ____ day of _____, 2021.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
Sondra M. Blackiston, Clerk

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

DRAFT

Summary of the FCC's Recent Third Report and Order Regarding Cable Franchise In-Kind Benefits August 8, 2019

On August 1, 2019, the Federal Communications Commission ("FCC" or "Commission"), in a 3-2 vote, approved its Third Report and Order, formally titled "In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act" ("Order"). This Order will have a significant impact on our clients with respect to their cable franchise benefits and obligations. The Order is the result of a notice and comment proceeding in which numerous local governments, national municipal organizations, cable operators, and cable industry associations participated. Our law firm submitted comments on behalf of several clients. The following is a brief summary of the salient issues in the 85-page Order.

The underlying premise of the Order is that all in-kind, non-capital cable company contributions to local governments fall within the five percent (5%) franchise fee and therefore must be offset against franchise fee payments. The Order defines "in-kind cable-related contributions" as "…any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to, free or discounted cable service to public buildings, non-capital costs in support of PEG access, and costs attributable to the construction, maintenance, and service of I-Nets. It does not include the costs of complying with build-out and customer service requirements." (Fn. 42) The key practical effects of ruling are as follows:

PEG Channels and PEG Financial Support

The Order finds that the "costs associated with PEG channel capacity" are in-kind costs that fall within the definition of franchise fees. (¶42) In other words, the cost of the PEG channels themselves, separate from financial support for PEG channels, may be offset against franchise fee payments. In contrast to the Commission's Notice of Proposed Rulemaking ("NPRM") that commenced this proceeding, however, the FCC declined to decide whether PEG channel capacity is a capital cost and, if so, what valuation method to use to determine the cost. The Order states: "While we find that the costs associated with the provision of PEG channel capacity are cable-related, in-kind costs that fall within the definition of 'franchise fee', **we find that the record is insufficiently developed** to determine whether such costs should be excluded from the franchise fee as a capital cost under the exemption in Section 621(g)(2)(C)." (emphasis added) This is good news, at least in the short term, for municipalities that have active PEG channels.

With respect to PEG financial support, the Commission maintains its longstanding rule, derived from Section 611 of the Cable Act, that contributions for PEG capital costs are exempt

from franchise fees and may not be offset against franchise fee payments. The definition of "capital costs" in the Order is actually a slight improvement over the FCC's old definition, in that it describes such costs as "costs incurred in acquiring or improving capital assets for PEG access facilities." (¶33) This appears to include all equipment used to support PEG channels and the production of local programming: "[W]e believe at the present time that the definition of 'capital costs'… includes equipment purchased in connection with PEG access facilities, even if it is not purchased in conjunction with the construction of such facilities." Id. Cable operator financial support used for PEG operations, on the other hand, may be offset against franchise fees.

Finally, there was some question as to whether the costs of transport facilities for PEG channel signals may be offset against franchise fees. The Commission found that they may not: "[T]he installation of transport facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system—PEG transport—does not count toward the five percent franchise fee cap… Although we agree that the costs associated with the use of transport lines for 'episodic' or 'short-term' PEG programming is an operating cost that is subject to the franchise fee cap, we decline to establish a fixed quantity of PEG transport return lines that is 'adequate' under section 621(a)(4)(B)." (¶49)

Institutional Networks or I-Nets

Unlike PEG channel capacity and PEG capital costs, the Order finds that the value of I-Nets may be offset against franchise fee revenue at this time. The Order states: "We find that the costs associated with the construction, maintenance, and service of an I-Net fall within the five percent cap on franchise fees. Such costs are cable-related, in-kind contributions…" (¶55) The Commission acknowledges that I-Nets are a benefit to their communities, but it concludes that "such benefits cannot override the statutory framework, which carves out only limited exclusions from franchise fees." Id. With respect to the method for determining the value of the offset, the FCC lands squarely on the side of fair market value. It states the following:

> We must address the value of other in-kind contributions, however, including free service to public buildings and I-Net contributions. We believe that fair market value, where there is a product in the market, is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates they charge customers for services they offer. Moreover, a fair market valuation reflects the fact that, if a franchising authority did not require an in-kind assessment as part of its franchise, it would have no choice but to pay the market rate for services it needs from the cable operator or another provider. (¶61)

How fair market value is actually determined remains to be seen and will certainly be a source of contention between local governments and cable operators. For local governments that currently have I-Nets provided by their cable operator(s), however, the Order is bad news indeed.

Courtesy Cable Services

The Order confirms and restates that so-called "free cable services" to municipal facilities, schools, and public libraries may be offset against franchise fees. It states: "We find that costs attributable to franchise terms that require a cable operator to provide free or discounted cable

service to public buildings, including buildings leased by or under control of the franchise authority, are cable-related in-kind contributions that fall within the five percent cap on franchise fees." (¶26) As with its discussion of I-Nets, the Order concludes that any such services must be offset against franchise fees based on their fair market value. (¶61)

The FCC outlines the options available to local governments when it comes to these services: "The local franchising authority may wish to either (1) continue to receive the existing free cable service and a monetary payment of five percent minus the fair market value of that service, or (2) discontinue service and receive a monetary payment of five percent, or (3) reduce the free cable service to select municipal buildings and receive a monetary payment of five percent minus the fair market value of the reduced service." (Fn. 251) The FCC is clearly driving home its position that local governments cannot receive free cable service in addition to franchise fees.

Implementation and Conclusion

The Order is prospective and may not be applied retroactively. (¶62) For those current franchise agreements that conflict with the Order, the Commission "encourages the parties to negotiate franchise modifications within a reasonable period of time." Id. In footnote 247 to the Order, it concludes that 120 days "should be, in most cases" a reasonable period of time. What happens if the parties cannot agree on changes to the franchise agreement? Here the FCC assumes that any failure to reach agreement will be the fault of the local government: "If a franchise authority refuses to modify any provision of a franchise agreement that is inconsistent with this Order, that provision is subject to preemption under Section 636(c)." (¶62) Section 636(c) states simply that any franchise term that is inconsistent with the Cable Act will be deemed to be preempted. 47 U.S.C. 556(c) While the FCC may believe that this provides clear guidance as to how the Order will be implemented in practice, many questions remain.

Finally, in comments to the Commission prior to the Order, the National Association of Telecommunications Officers and Advisors (NATOA) asked the FCC to clarify that cable operators are not *required* to modify franchise agreements to comply with the Order, but rather may voluntarily choose to keep intact current franchise provisions. In response to this request, the Commission states: "We reject the request of NATOA that we clarify that this Order is 'permissive not mandatory.' Complying with the terms of the statute is not optional." (Fn. 251)

The Order will take effect 30 days after its publication in the Federal Register. There is no specific timeline for Federal Register publication, but it could occur as early as mid-August. There is no doubt that the Order will be legally challenged by many local governments and municipal associations. In our judgment, most of the conclusions of the Order are not sustainable under federal law. We will be sure to address the legal issues on appeal in future client correspondence. This concludes our summary of the Order. Please feel free to contact me directly if you have any questions or concerns.

Dan Cohen
Cohen Law Group
dcohen@cohenlawgroup.org
(412) 447-0130 x11

Lee Myers
3/30/2021
County Commissioners Meeting

Item Summary:
Employee Retirement Recognition

ATTACHMENTS:

Description

Support Docs

Presented to

Lee Ann Myers

In grateful appreciation for your thirty-eight years of dedicated service to the citizens of Kent County from April 4, 1983 to March 31, 2021

The County Commissioners
of Kent County, MD

P. Thomas Mason, President
Ronald H. Fithian, Member
Robert N. Jacob, Jr, Member

Lee Myers' Employment History

Lee was hired on April 4, 1983 as the Secretary for the Parks & Recreation Department at an annual salary of $7,750. At that time, the office was in the old Roller Rink in Worton and employees worked 9-4:30. During her time there she was once appointed as the Acting Program Coordinator until a new one was hired after the Coordinator left county employment.

On June 17, 1985, she transferred to the newly created Roads Department in preparation of the County assuming all road maintenance responsibilities from the State on July 1st. The Department was located at 201 S. Cannon Street, which the State sold to the County when State Highway moved to their new facility on Morgnec Road. The Roads Department became a division of the Public Works Department in December of 1992 and moved to the Public Works facility on Morgnec Road in May of 1998. Lee was promoted to the Office Manager on April 8, 1998.

On May 5, 1999, the duties of the Safety Training Coordinator were added to her position. She became the Risk Management Coordinator on May 4, 2004 when the risk management functions were also assigned to her.

On July 1, 2005, Lee transferred to the Human Resources Department as the Assistant Director.

Lee is retiring on March 31, 2021 after thirty-eight years of dedicated service to the citizens of Kent County.

Amendments to Employee Handbook
3/30/2021
County Commissioners Meeting

Item Summary:
Employee Handbook Amendments

ATTACHMENTS:

Description

03.30.21 Resolution 2021-02 Amendment to Kent County Employee Handbook

RESOLUTION 2021-02
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

AMENDMENTS TO KENT COUNTY EMPLOYEE HANDBOOK

WHEREAS, The County Commissioners of Kent County, Maryland, have previously adopted The Kent County Employee Handbook on October 17, 2017; and

WHEREAS, The County Commissioners of Kent County, Maryland adopted Resolution 2018-01, Amendments to the Kent County Employee Handbook, on February 6, 2018 that amended the *Inclement Weather* policy; and

WHEREAS, the County Commissioners of Kent County, Maryland, have determined that the *Inclement Weather* policy found on page 36 needs to be amended due to the expanded use of tele-working; and

WHEREAS, the County Commissioners of Kent County, Maryland, have determined that the *Deferred Comp* and *Voluntary Benefits* polices found on page 46 need to be amended due to a change in vendors; and

WHEREAS, the Human Resources Department of Kent County has developed and proposed on this date amended policies and the County Commissioners of Kent County have reviewed the amended policies.

NOW THEREFORE, Be It Resolved by the County Commissioners of Kent County, Maryland, that the *Inclement Weather* policy found on page 36 and 37and the *Deferred Comp* and *Voluntary Benefits* policies found on page 46 be deleted and replaced with the proposed policies, and blank pages 37-A, 37-B, and 41-A be removed.

BE IT FURTHER resolved that the amended policies be effective March 31, 2021.

ADOPTED this 30th day of March 2021.

ATTEST:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr, Member

well as other crimes that require the victims to appear in court. A family member includes your child, parent, or spouse.

If you need to take leave for a court appearance, notify your supervisor as soon as possible and provide the written documentation of your need to be in court to HR. You may ask for leave if you need to prepare for or be in court, receive medical treatment or get medical treatment for a victim who is your child, parent, or spouse, or get services needed because of a crisis caused by domestic violence, sexual assault, stalking, or some other crime.

If you receive a subpoena to testify in court, we will give you time off to be a witness. If you have to go to court or be a witness for someone other than Kent County Government, you must use any applicable paid leave benefits you have, such as annual leave, prior to using unpaid leave. If you are summoned to be a witness for us or if we ask you to testify, we will give you the time off with pay.

If you need time off to be a witness, show the subpoena to your immediate supervisor as soon as you receive it. We expect you to report for work whenever you are not needed in court.

Inclement Weather **(amended 3/31/21, Resolution #2021-02)**

There may be times when emergencies, such as severe weather or a power failure, disrupt the normal business operations of Kent County Government. The use of liberal leave and office closures will be addressed on a case-by-case basis.

Through our enhanced phone system, you may dial 410-810-2231 to hear a recorded message for employees. In the event of any question regarding whether there is a closure or delayed opening, this phone message will be the final authority. However, be aware that in the unlikely event that there is a power outage at 400 High Street, this phone message will be inaccessible.

While other radio and TV stations may also broadcast the announcements, Kent County will make all official public announcements regarding the delayed opening or closure of County offices through the 911 Center and to WMAR TV Channel 2, WBAL TV Channel 11, and WJZ TV Channel 13.

All essential employees must report for work at their designated times, regardless of weather or emergency conditions.

Whenever the County government offices are officially closed to the public due to emergency conditions other than loss of electricity (either by delayed opening, early closing, or a full day), non-essential employees will telework or use an appropriate leave from their leave banks unless an exception is made by the department head for special circumstances. Use of administrative leave for special circumstances will be evaluated on a case-by-case basis.

If a decision is made to open late or close early the County offices or the Community Center to the public, non-essential employees who have reported to their normal work site will use administrative leave to complete their hours for the day. They should not be working before opening or after closing.

Non-essential employees may use liberal leave anytime there is a delayed opening. However, you must notify your supervisor of your intent to do so; it is not a given that you just do not show up when you are expected. You may use annual, comp, or personal leave hours that have already been earned. If you choose not to work on a delayed opening day, you will use leave for the full day. If you come in later than the opening time, you must use leave for all time missed unless your supervisor allows you to flex it.

Holiday Leave **(amended 1/1/19, Resolution #2019-01)**

We provide paid holiday leave for the following holidays to all eligible employees:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- General Election Day (biennially on Tuesday following the first Monday in November)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)

Other days may be declared holidays by the Board of County Commissioners at its discretion.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

Full time employees are eligible for holiday time off with pay at a rate of eight hours per holiday. Part time employees who earn leave benefits are eligible for holiday time off with pay at the percentage of budgeted hours compared to full time hours, not to exceed 8 hours. Holiday pay will be calculated at your straight-time hourly rate as of the holiday, multiplied by the number of holiday hours.

You will be paid for holidays on the day of the holiday unless you are a public safety employee. Public safety employees will be paid for holiday hours in equal increments throughout the year. If you work on New Year's Day (1/1), Thanksgiving Day (fourth Thursday in November), or Christmas Day (12/25), you will receive one and a half times your regular rate multiplied by the number of hours you worked on that day.

The State Pension also includes life insurance and disability retirement benefits. Details regarding your benefits during employment and retirement can be found at the MSRPS website: www.sra.state.md.us.

Deferred Compensation **(amended 3/31/21, Resolution #2021-02)**

The Kent County Government sponsors a deferred compensation plan as an enhancement to retirement benefits. Deferred Compensation is a voluntary plan allowing employees to enjoy current tax advantages through income deferral to provide future benefits for retirement. Deferred compensation contributions reduce current income taxes and earnings on contributions grow on a tax deferred basis.

There are strict IRS restrictions on withdrawals prior to retirement. Benefit eligible employees can start, change, or stop contributions to a deferred compensation account at any time, subject to plan provisions and payroll schedules.

Contact the HR department for further information on details concerning the Deferred Compensation program.

Voluntary Benefits **(amended 3/31/21, Resolution #2021-02)**

The County may also offer voluntary benefits which employees may purchase at full cost to them. These benefits include American Fidelity products and other similar policies. The cost of the policies will be deducted from the employee's biweekly paycheck.

Educational/Tuition Assistance

Regular full-time employees who are not on their initial or a disciplinary probation are eligible for the educational assistance program (tuition assistance) to maintain and improve their job-related skills through formal education.

Not every course is eligible for reimbursement. To be eligible, the course must be relative to your current job duties or to a position we would reasonably expect you might have at Kent County in the foreseeable future. The course must be approved by your supervisor; however, the HR director will make the final decision about whether a course is eligible for educational assistance and is related to your current job or career.

We understand that educational assistance will develop your skills, but we do not promise or guarantee that more education will result in promotions, new job assignments, or pay increases.

Tuition reimbursement per accredited course will be made only for the following grades: 100% for an "A," 75% for a "B," and 50% for a "C." The maximum reimbursement to any employee is $3,000 per fiscal year. The request for and reimbursement of tuition must occur in the same fiscal year as the date the course was completed. The County will not reimburse for course materials (such as books), accommodations, registration fees, meals, or travel.

If you leave our employment within a year of the completion of the course, you will be required to repay the tuition assistance on a pro-rated basis.

Emergency Services
3/30/2021
County Commissioners Meeting

Item Summary:
Dispatcher Vacancy

ATTACHMENTS:
Description

Alcoholic Beverage & Tobacco Inspector
3/30/2021
County Commissioners Meeting

Item Summary:
Alcoholic Beverage & Tobacco Inspector Vacancy

ATTACHMENTS:
Description

Scott Boone, Director, Information Technology
3/30/2021
County Commissioners Meeting

Item Summary:
Memorandum of Understanding

ATTACHMENTS:

Description

03.30.21 Memorandum of Understanding By and Between County Commissioners of Kent County and Circuit Court for Kent County, Providing Ethernet Port on the County's Optical Network Terminal (ONT)

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or "Agreement") is made as of this 30th day of March 2021 by and among the County Commissioners of Kent County (the "County") and the Circuit Court for Kent County, Maryland (the "Circuit Court") collectively referred to in this MOU as the "Parties"

WHEREAS, the Parties are committed to working together for the expressed purpose of providing one ethernet port on the County's Optical Network Terminal ("ONT") that was installed as part of the County's Fiber Optic Network in partnership with Kent Fiber Optics.

WHERAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- An internet connection at no cost to the Circuit Court for Kent County, Maryland and the Circuit Court's Law Library located at 103 N. Cross Street, Chestertown, MD 21620.

The Circuit Court agrees:

- To provide any additional equipment needs beyond the County internet port.

Indemnification. The Circuit Court shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Circuit Court's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Circuit Court from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement's termination date and

in accordance with the Modification section. This Agreement shall be upheld and remain valid and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: P. Thomas Mason

Name P. Thomas Mason

Title President, County Commissioners

The Circuit Court for Kent County, Maryland

By: Sherise Kennard, Clerk

Name Sherise Kennard

Title Clerk of Court

Bill Mackey, Director, Planning, Housing, and Zoning
3/30/2021
County Commissioners Meeting

Item Summary:
April 2021 "Fair Housing Month" Proclamation

ATTACHMENTS:

Description

03.30.21 2021 Fair Housing Month Proclamation

Adopted FHEO Plan with Highlighted Section

Kent County Maryland
Proclamation

FAIR HOUSING MONTH

WHEREAS, Kent County maintains that no person shall on the basis of race, religion, color, creed, ancestry, handicap or disability, use of guide dogs because of blindness or deafness of the user, age, sex, or national origin, be discriminated against in terms of housing; and

WHEREAS, the Kent County Comprehensive Plan promotes equal opportunity for housing; and

WHEREAS, the County Commissioners of Kent County, Maryland ensures that the principles of "Fair Housing" are implemented through the County's projects and programs.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby proclaim April 2021 as "FAIR HOUSING MONTH" in Kent County and encourage each citizen in Kent County to be conscientious of "Fair Housing" throughout the year, in order that Kent County may serve as a model of "Fair Housing".

BE IT FURTHER RESOLVED, that we, the County Commissioners of Kent County, Maryland respectfully ask Betterton, Chestertown, Galena, Millington, and Rock Hall to enact similar proclamations, so that all of Kent County can join both the State of Maryland and the Federal Government in recognizing April 2021, as "Fair Housing Month."

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

THE COUNTY OF KENT IN THE PROVINCE OF MARYLAND

March 30, 2021

KENT COUNTY, MARYLAND
FAIR HOUSING AND EQUAL OPPORTUNITY PLAN

As a recipient of federal Community Development Block Grant funds from the United States Department of Housing and Urban Development received through the State of Maryland, Kent County is required to comply with all federal statutes, regulations and Executive Orders relating to civil rights, fair housing, non-discrimination and equal opportunity. The County's compliance is not specific to the federally funded project or activity. The County must ensure that its administrative practices, policies and laws meet the intent of the statutes, regulations and Executive Orders.

Therefore, the Kent County commits to create an environment for its citizens where no one is excluded from participation or benefit due to their race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The denial of rights based on any of these protected classes is detrimental to the health, safety and welfare of the citizens and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

Fair Housing
In accordance with the federal Civil Rights Act of 1968 (as amended), the federal Housing and Community Development Act of 1974 (as amended), and the Fair Housing Act of 1988, the County will promote through fair, orderly and lawful procedures, the opportunity for each person to obtain housing of such person's choice in this community without regard to race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion.

To the best of our ability, Kent County of will promote and encourage fair housing choice for all its residents. The County's administrative practices, policies and laws will attempt to prohibit:

- discrimination in the sale or rental of housing
- discrimination in housing financing
- discrimination in providing brokerage services
- unlawful intimidation

The County will accept complaints from any citizens who feel that they have been discriminated against related to their housing choices. The County will make an initial investigation and refer the complaint to the State or the federal housing departments.

For housing projects developed or assisted with federal funds, the County will ensure that its subrecipients and developers will comply with statutes, regulations and Executive Orders.

Equal Opportunity
In accordance with the federal Civil Rights Act of 1964 (as amended), no person in Kent County shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

The County will ensure that it will not discriminate in its procurement practices. The County's procurement policies allow for open and competitive bidding concerning all procured goods and services. When applicable, the County will solicit bids from minority- and women-owned businesses.

Affirmative Action Strategy

It is the policy of Kent County not to discriminate against any employee or any applicant for employment because of race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The County will take affirmative action to ensure that this policy includes but is not limited to the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training, layoff and termination. Additionally, the County will ensure that our contractors and subcontractors will not discriminate against any employee or applicant for employment.

Affirmatively Furthering Fair Housing

Kent County commits to affirmatively further fair housing in our community. Our programs will be administered in accordance with our efforts to provide a range of fair housing choices to our citizens.

To County will undertake the following activities on an annual basis:

- Adopt a Fair Housing Proclamation and celebrate April as Fair Housing Month

Excessive Force

The National Affordable Housing Act (NAHA) of 1990 (as amended) requires recipients of federal Community Development Block Grant funds through the United States Department of Housing and Urban Development to protect individuals engaging in non-violent civil rights demonstrations. To that end, the County is required to develop and maintain a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations.

Kent County maintains a Sheriff's Office for the safety of its citizens. The County prohibits the use of excessive force by employees of the Sheriff's Office against anyone engaged in non-violent civil rights demonstrations. This is more defined in the County's "Use of Force" policy.

Limited English Proficiency (LEP)

Kent County recognizes that, as its population increases, its population now includes persons from other countries whose primary language is not English. To that end, the County will make efforts to identify various populations and to provide information to them in a language they understand.

- Currently, per the HUD Exchange AFFH Data and Mapping Tool, there are 316 Spanish speakers (1.66% of the population) and 30 French Speakers (0.16% of the population).
- Translation of County materials, as needed, into Spanish is available through the LMB.

Personnel Policies

Kent County's personnel policies are in compliance with all federal and State equal opportunity requirements. They are updated as requirements change.

Specifically, employees are notified of their rights, responsibilities and requirements of their specific jobs and as a representative of this city. The personnel policies provide information on compensation, leave, termination, grievances, benefits, sexual harassment, and employee reviews. The personnel policy also provides information about conflict of interest provisions related to contracting and procurement.

A full copy of the personnel policies may be obtained at the County Government Center during normal business hours. As a result of the national pandemic, arrangements need to be made in advance by calling 410-778-7475 during business hours or by emailing wmackey@kentgov.org.

ATTEST / WITNESS

Sondra M. Blackiston 08/04/20
Kent County Clerk

P. Thomas Mason
President P. Thomas Mason
County Commissioners
of Kent County, Maryland

This Fair Housing and Equal Opportunity Plan is hereby adopted by the County Commissioners of Kent County on August 4, 2020. It is effective for a 3-year period until August 3, 2023.

Bill Mackey, Director, Planning, Housing, and Zoning
3/30/2021
County Commissioners Meeting

Item Summary:
Per the Agriculture Article, Section 2.504.1 of the Annotated Code of Maryland, in each County containing productive agricultural land, the County governing body shall appoint an agricultural preservation advisory board. The agricultural preservation advisory board shall consist of five members, at least three of whom shall be owner-operators of commercial farms who earn 50 percent or more of their income from farming. Each member of an agricultural preservation advisory board shall be appointed for a term of office of five years.

ATTACHMENTS:

Description

APAB regulations posted on County's website

Article - Agriculture, Section 2.504.1 of the Annotated Code of Maryland

(a) Appointment - In each county containing productive agricultural land, the county governing body shall appoint an agricultural preservation advisory board.

(b) Composition - The agricultural preservation advisory board shall consist of five members, at least three of whom shall be owner-operators of commercial farms who earn 50 percent or more of their income from farming.

(c) Terms -

(1) Except as provided in paragraph (2) of this subsection, each member of an agricultural preservation advisory board shall be appointed for a term of office of five years.

(2) In Charles County, a member shall serve a term of office of 4 years.

(3) No member shall serve for more than two consecutive full terms.

(4) Appointment to fill a vacancy shall be for the remainder of the unexpired term.

(d) Duties - Duties of each agricultural preservation advisory board shall be:

(1) To advise the county governing body with respect to the establishment of agricultural districts and the approval of purchases of easements by the foundation within the county.

(2) To assist the county governing body in reviewing the status of agricultural districts and land under easement.

(3) To advise the Foundation concerning county priorities for agricultural preservation.

(4) To approve or disapprove an application by the county for certification under §5-408 of the State Finance and Procurement Article.

(5) To promote preservation of agricultural within the county by offering information and assistance to farmers with respect to establishment of districts and purchase of easements.

(6) To perform any other duties as assigned by the county governing body.

$30.00 Chairperson; $25.00 Members per meeting attended not to exceed twelve meetings per year.

Bill Mackey, Director, Planning, Housing, and Zoning
3/30/2021
County Commissioners Meeting

Item Summary:
Resolution No. 2021-03 authorizes the application for Emergency Rental Assistance Program (ERAP) funds to provide for a **rental assistance program** by subrecipient Maryland Rural Development Corporation.

ATTACHMENTS:

Description

03.30.21 Resolution 2021-03 A Resolution to Authorize the Application for Emergency Rental Assistance Program Funds

RESOLUTION 2021-03
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP) FUNDS TO PROVIDE FOR RENTAL ASSISTANCE BY SUBRECIPIENT MARYLAND RURAL DEVELOPMENT CORPORATION.

WHEREAS, the State of Maryland through the Department of Housing and Community Development has solicited applications from eligible jurisdictions to apply for funding under the State of Maryland Emergency Rental Assistance Program (ERAP); and

WHEREAS, Kent County, Maryland is eligible to apply for funds from the Maryland program through the Maryland Department of Housing and Community Development; and

WHEREAS, the Board of County Commissioners of Kent County, Maryland desire to apply for the ERAP funding in order to help the members of Kent County community impacted by COVID-19; and

WHEREAS, the Board understands and acknowledges that it would be responsible for completion of grant activities and any corrective actions including the repayment of funds, if necessary;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Kent County, Maryland authorizes the submittal of an application for ERAP funds in the amount of $1,332,475.00 on this 30th day of March 2021, for the following projects by the following subrecipients:

- **Rent Assistance** - Maryland Rural Development Corporation

BE IT FURTHER RESOLVED, that the President of the Board is authorized and empowered to execute any and all documents required for the submission of the application.

ATTEST:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

ADOPTED: March 30, 2021

Bill Mackey, Director, Planning, Housing, and Zoning
3/30/2021
County Commissioners Meeting

Item Summary:
Letter to Transportation Secretary - Proposed 2021 Priorities

ATTACHMENTS:

Description

03.30.21 Greg Slater, Secretary, Maryland Department of Transportation, Kent County 2021 Transportation Priority Letter

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 30, 2021

The Honorable Gregory Slater
Secretary, Maryland Department of Transportation
P.O. Box 548
7201 Corporate Center Drive
Hanover, MD 21706

RE: Kent County 2021 Transportation Priority Letter

Dear Secretary Slater:

We would like to thank the staff of the Maryland Department of Transportation for its continued cooperation and support in meeting the transportation needs of the County. With the release of the Draft Environmental Impact Statement (DEIS) for the Chesapeake Bay Crossing Study Tier 1 NEPA, the County would like to reaffirm its continued opposition to any proposal for a north Bay Bridge crossing with a terminus in Kent County. The County's position in this regard is based on its long-standing Comprehensive Plan strategies dating back to 1974 and its affiliated Land Use designations.

Last year, the Kent County Commissioners, referencing the 2020 Priority Letter from Cecil County, Maryland, included language addressing DelDOT toll diversion and the heavy truck traffic associated with the situation. This language is included again for continued attention.

In cooperation with the local municipalities in Kent County, Maryland, the Board of County Commissioners present the following priority listing of transportation projects for your consideration.

Construction, Engineering, and Project Planning Priorities:

<u>Chester River Bridge Crossing</u>

- aka Chester River Boulevard (This project has been entered in the MOOT Chapter 30 Portal in previous years and has been re-submitted.)

US 301 Toll Diversion Coordination Actions in coordination with Cecil County, Maryland

- Of immediate importance is coordination with DelDOT regarding toll-evading traffic, now that US 301 has been converted to a limited-access toll road. Toll evasion now threatens the distinctive character and sense of place in both Kent County, Maryland and Cecil County, Maryland. The current toll-evading traffic has shifted an undue burden of maintenance and operations costs from DelDOT's roads to Maryland's local roadways. Likewise, truck weight scale evasion could have
  similar impacts along the US 1/222/301 corridors. In conjunction with this priority, our project requests are as follows:
- Continued coordination with DelDOT in the operations of US 301 in Delaware.
- Stepped-up enforcement of truck weight limits along the MD 213 and US 1/222/301.

Streetscape Priorities

- Betterton – Re-stamping of crosswalk at intersection of Main Street and 6th Avenue
- Butlertown and Worton – Maryland Routes 298 and 297 – Sidewalks, drainage improvements, and traffic calming
- Galena – Curbing at the four (4) corners of Galena; drainage improvements along west side of MD Route 213N and along the north side of MD Route 290E; repainting of all crosswalk lines; correct the stormwater drainage issue at 145 N. Main & Seminary Ave. Please review the curbing on North and South Main Street as there are chucks of concrete on the curbside that were damaged from the snowplows. There are some places on N. Main that we are having a greater stormwater flowing issues that before
- Millington Streetscape Priorities – complete current drainage and ADA sidewalk project; and resurface Cypress and Sassafras Streets – grind existing pavement, correct foundation support of roadway, repave.
- Rock Hall – Pedestrian crosswalk at Judefind Ave to Williams Ave across Rock Hall Ave (Route #20)

Trail and Pedestrian Priorities

- Sidewalks and pedestrian walkways along Flatland Road
- Engineering and design for pedestrian and bicycling connections on Quaker Neck Road in order to facilitate safe crossings between the Chestertown waterfront and downtown areas, to include the Rail Trail
- Maryland Route 289 to Radcliffe Creek bike/pedestrian improvements for connections to the water trail
- Rock Hall Trail System and sidewalk expansion around the waterfront;
  Rock Hall sidewalk _ biking Bayside Ave.
  Rock Hall sidewalk _ biking Chesapeake Ave
- Addition of bike lanes during resurfacing projects

Thank you for your consideration of these transportation priorities in Kent County. We look forward to working cooperatively with the Maryland Department of Transportation on the planning and implementation of these important local transportation improvements.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

cc: Danielle Hornberger, County Executive, Cecil County, Maryland
Shelley L. Heller, County Administrator, Kent County, Maryland
Mike Moulds, PE, Director of Public Works
William A. Mackey, AICP, DPHZ Director

Maryland Department of Agriculture
3/30/2021
County Commissioners Meeting

Item Summary:
Mosquito Control Program Proposed FY2022 Budget

ATTACHMENTS:

Description

03.30.21 Brian Prendergast, Program Manager, Mosquito Control Section, Maryland Department of Agriculture, Proposed Budget Kent County Mosquito Control Calendar Year 2021 - FY 2022 Settlement

Maryland
Department of Agriculture

Office of Plant Industries and Pest Management — *Mosquito Control*

Agriculture | Maryland's Leading Industry

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Julianne A. Oberg, Deputy Secretary

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

410.841.5870 Baltimore/Washington
410.841.5835 Fax
800.492.5590 Toll Free

February 04, 2021

The Honorable P. Thomas Mason, President
County Commisioners of Kent County
400 High Street
Chestertown, Maryland 21620

Dear Mr. Mason:

The Maryland Department of Agriculture, Mosquito Control Section, has prepared an estimate of operating expenses for mosquito control in Kent County during the 2021 season. This budget estimate is based on previous years' expenditures and anticipated costs for the upcoming season.

The proposed mosquito control budget for the 2021 season in Kent County is enclosed. If these amounts are acceptable, please sign and return two copies. If you wish to revise the suggested amounts, please line through the typed amount, write the new amount, initial and return two signed two copies of the document to the Maryland Department of Agriculture. Please note that if the local and/or county share is reduced, there will be a proportional reduction of State funds allotted. Once the copies are received by the Department, both copies will be signed, one will be returned to you, and one will remain in the Department file.

Please give this matter prompt attention as mosquito control activities will be starting soon in many areas. Thank you for your continued support. I trust that our cooperative efforts will result in a successful mosquito control program in Kent County. Please call me if you have any questions.

Sincerely,

Brian Prendergast
Program Manager

BFP/mes
Enclosure

cc: Kevin Conroy, Assistant Secretary

County Commissioners
Office
Date 2-16-21 LJC

PROPOSED BUDGET
KENT COUNTY-MOSQUITO CONTROL
CALENDAR YEAR 2021
(FY 2022 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Integrated Mosquito Management County-wide Surveillance/Larvicide	None	$6,000	$4,000	$10,000
Adult Mosquito Surveillance and Control	$15,742	$14,500	None	$30,242
Total	$15,742	$20,500	$4,000	$40,242

APPROVED BY COUNTY:

P. Thomas Mason, President
Name/Title

P. Thomas Mason
Signature

March 30, 2021
Date

APPROVED BY STATE:

Kevin Conroy, Assistant Secretary
Name/Title

Signature

Date

John Price, Sheriff, Kent County Sheriff's Office
3/30/2021
County Commissioners Meeting

Item Summary:
Request Approval to Replace Patrol Vehicle

ATTACHMENTS:

Description

03.30.21 Enterprise Fleet Management Open-End (Equity) Lease Rate Quote No. 4958874, Unit #Blank Kent County Sheriff's Department, 2021 Ford Police Interceptor Utility

03.30.21 BlueTech, LLC Equipment Installation Estimate, Number 1191, Kent County Sheriff's Department, 2021 Ford Police Interceptor Utility

Enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4958874

Prepared For: Kent County
Moulds, Michael S

Date 03/25/2021
AE/AM ETA/FC1

Unit #
Year 2021 **Make** Ford **Model** Police Interceptor Utility
Series Base All-wheel Drive
Vehicle Order Type In-Stock **Term** 60 **State** MD **Customer#** 581825

$ 46,594.38		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges 5.5000% **State** MD
$ 280.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 250.00		Other: (See Page 2)
$ 5,240.04	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 41,604.34		Total Capitalized Amount (Delivered Price)
$ 624.07		Depreciation Reserve @ 1.5000%
$ 144.98		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 769.05		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management
$ 0.00		Full Maintenance Program[3] Contract Miles 0
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 0.00		**Additional Services SubTotal**
$ 0.00		Use Tax 0.0000% **State**
$ 769.05		**Total Monthly Rental Including Additional Services**
$ 4,160.14		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible 0 / 0
OverMileage Charge $ 0.0000 Per Mile
Tires 0
Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name TBD
Exterior Color (0 P) Agate Black
Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type Government
GVWR 0

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Kent County **BY** P. Thomas Mason **TITLE** President **DATE** March 30, 2021

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting	C	$ 10,480.08
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 10,480.08
Aftermarket Equipment Total		$ 10,480.08

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 250.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 250.00
Other Charges Total		$ 250.00

Open-End (Equity) Lease Rate Quote

Quote No: 4958874

VEHICLE INFORMATION:

2021 Ford Police Interceptor Utility Base All-wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$39,620	$40,845.00
Total Options	$-2,177.00	$-2,315.00
Destination Charge	$1,245.00	$1,245.00
Total Price	**$38,688.00**	**$39,775.00**

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black

Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
17T	Switchable Red/White Lighting in Cargo Area	$47.00	$50.00
18D	Global Lock/Unlock Feature	NC	NC
19K	H8 AGM Battery (850 CCA/92-amp)	$103.00	$110.00
425	50 State Emission System	STD	STD
43D	Dark Car Feature	$24.00	$25.00
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51R	Driver Only LED Spot Lamp (Unity)	$371.00	$395.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	$320.00	$340.00
60R	Noise Suppression Bonds (Ground Straps)	$94.00	$100.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
549	Heated Sideview Mirrors	$56.00	$60.00
68G	Rear-Door Controls Inoperable	$71.00	$75.00
86T	Tail Lamp/Police Interceptor Housing Only	$56.00	$60.00
87R	Rear View Camera	NC	NC
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99B	Engine: 3.3L V6 Direct-Injection (FFV)	$-3,319.00	$-3,530.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC
VIEW	Electrochromic Rear View Mirror	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Spoiler: rear lip spoiler
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Front Tow Hooks: 1 front tow hooks
- Body Material: galvanized steel/aluminum body material
- : class III trailering with harness, hitch
- Body Side Cladding: body-coloured bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Dashboard Storage: dashboard storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: Fleet Telematics Modem internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type projector beam LED low/high beam headlamps
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Water Temp Gauge: water temp. gauge

Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

BlueTech, LLC
8938 Worcester Highway
Berlin, MD 21811
(410) 726-7661
justin@bluetechinstallations.com
www.bluetechinstallations.com

BlueTech, LLC

Estimate

ADDRESS
Kent County Sheriff's Office
104 Vickers Dr # B
Chestertown, Maryland 21620
USA

SHIP TO
Kent County Sheriff's Office
104 Vickers Dr # B
Chestertown, Maryland 21620
USA

ESTIMATE 1191
DATE 02/15/2021

SKU	DESCRIPTION	QTY	RATE	AMOUNT
ENULB	48" nFUSE® LED Lightbar: (r/b, w front & sides, a rear)	1	1,385.35	1,385.35
ENFWBF	nFORCE® Interior LED Lightbar (F)	1	543.71	543.71
EMPS2STS4J	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue	2	103.76	207.52
EMPS2QMS4J	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue	2	103.76	207.52
PMP2WSSSB	Window Shroud Kit for 4" Light w/ Stud Mount - Black	2	7.94	15.88
ELUC3H010R	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Single Color Red	1	70.41	70.41
ELUC3H010B	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Single Color Blue	1	70.41	70.41
7170-0822-00	2020+ Ford Police Interceptor® Utility Full Depth Console Kit with Side Mount, Armrest, and Cup Holder	1	484.71	484.71
3130-0152	Console filler plate (.5")	2	0.00	0.00
7160-0321	Motorola 02 faceplate (3")	1	0.00	0.00
16932	SoundOff nERGY 400 series control head w/ knobs	1	17.65	17.65
3130-0361	Cigarette Knockout Filler Panel (2")	1	9.41	9.41
7160-0063	Cigarette Lighter Adapter Kit	3	16.47	49.41
7160-0332	Accessory holder (3")	1	27.06	27.06
3130-0153	console filler plate (1")	2	0.00	0.00
7160-0430	External Brother Printer Mount Armrest	1	228.24	228.24
C-HDM-1006	Heavy-Duty Mount For 2020 Ford Interceptor Utility	1	130.98	130.98
ETSA481RSR	nERGY® 400 Series Remote Siren w/ Knob Control, 10-16v - for one 100 watt speaker	1	499.24	499.24
ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	132.35	132.35

ETSSVBK01	100N/100J Series Speaker Bracket (only - no drill) for the Ford PI Utility 2020, Bumper Mount	1	23.82	23.82
5344-2L91	2020 PIU Push Bumper with 2 Light Channel for SOS MR6 Lightheads.(Not Included)	1	379.35	379.35
ENFSRS3J	nFORCE® Single Recess Mount Light, SAE Class 1, 10-16v, Black Housing, 12 LED, Split Color - Red/Blue	2	105.35	210.70
TP-E-SL1-US-SS	Recessed Panel; Sliding window; Vertical bar crawl-thru prevention bracket	1	617.65	617.65
SAB-20-FDUV-BB	2020 PI Utility Big-Boy partition mounting kit. Extra seat-back recline.	1	219.53	219.53
KP-UV20-DAP-SS	2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount	1	132.00	132.00
TP-20-UVFX-LCP	Rear Partition, features Fire Extinguisher on driver and Storage on Passenger Side	1	511.76	511.76
SH-KENTCO-001	Sharkee (Kent)	1	180.78	180.78
SH-900	Panorama 5 in 1 (Cradle Point)	1	278.82	278.82
MAGNETIC-MIC-MMSU-1	Magnetic Mic	2	29.41	58.82
Installation Supplies	Installation Kit	1	275.00	275.00
Standard Labor	Provision power, ground and ignition wire connections for customer to add radio after installation	1	3,187.00	3,187.00

Kent County Sheriff FPIU (replacement for wrecked unit)

SUBTOTAL	10,155.08
SHIPPING	325.00
TOTAL	**$10,480.08**

Accepted By P. Thomas Mason

Accepted Date March 30, 2021

Sonal Ram, Director, Office of Environmental Design, Maryland Department of Transportation
3/30/2021
County Commissioners Meeting

Item Summary:
Noxious Weed Control Program Support

ATTACHMENTS:

Description

03.30.21 Sonal Ram, Director, Office of Environmental Design, Control for Noxious Weeds - State FY 2021 Amendment I to Letter of Agreement of 7.27.20, By and Between MDOT SHA and Kent County Maryland Weed Control Bd., P0205

08.04.20 SFY21 Letter of Agreement Between the Maryland Department of Transportation State Highway Administration and Kent County Weed Control Board

08.17.2011 Memorandum of Agreement

P02053 C-1

March 24, 2021

Ms. Shelley Heller
Kent County Administrator
400 High Street
Chestertown, MD 21620

RE: Control for NOXIOUS WEEDS – State Fiscal Year 2021
Amendment I to Letter of Agreement of July 27, 2020

Dear Ms. Heller:

The Maryland Department of Transportation State Highway Administration (**"MDOT SHA"**) and Kent County, Maryland by the Kent County Weed Control Board (**"COUNTY"**) executed a Letter of Agreement dated July 27, 2020 **("LOA")** (incorporated by reference and available upon request) between the parties pertaining to funding the application of herbicide to NOXIOUS WEEDS for the State Fiscal year 2021, which runs from July 1, 2020 to June 30, 2021 (**"SFY21"**) in accordance with the terms and conditions set forth in a Memorandum of Understanding ("**MOU**") executed on August 17, 2011 (**Control No: P00616 C-1**) by and between MDOT SHA and the COUNTY.

The parties now wish to amend the LOA with this document (hereafter called **"Amendment I"**) by changing the total amount to be invoiced during SFY21 and by changing the amount available to the COUNTY as directed by MDOT SHA's OED by an additional Eighteen Thousand Dollars ($18,000.00).

This Amendment I shall amend the LOA as follows:

On Page 1 in paragraph 2, in line 8, **delete**, "…Six Thousand Dollars ($6,000.00)…" and **replace it with**, "…Twenty Four Thousand Dollars ($24,000.00)…"

On Page 1 in paragraph 3, in line 6, **delete,** "…Zero Dollars ($0.00);" **and replace it with,** "Eighteen Thousand Dollars… ($18,000.00);"

Except as modified by this Amendment I, the provisions of the MOU and the LOA shall remain in full force and effect.

If the terms of this Amendment I meet your approval, please sign and date the two (2) originals of this Amendment I where indicated and return one to Galina Bocharov Agreements Coordinator, Office of Procurement & Contract Management, Maryland Department of Transportation State Highway Administration, 707 North Calvert Street, Mailstop C-405, Baltimore, MD 21202. The other signed Amendment I is to be retained by the COUNTY for its use and information.

Sincerely,

_____ _____

Ms. Sonal Ram, P.E. Date
Director, Office of Environmental Design

KENT COUNTY CONCURRENCE:

By: P. Thomas Mason March 30, 2021

P. Thomas Mason, President Date

Verification that LOA is consistent with MOU:
Galina Bocharov Date Agreements Coordinator, OPCM MDOT State Highway Administration

July 27, 2020

Ms. Shelley Heller
Kent County Administrator
400 High Street
Chestertown, MD 21620

Dear Ms. Heller:

This Letter of Agreement (**"LOA"**) between the Maryland Department of Transportation State Highway Administration (**"MDOT SHA"**) and Kent County, Maryland by the Kent County Weed Control Board (**"COUNTY"**). This LOA sets forth the agreement between the parties pertaining to funding the application of herbicides to NOXIOUS WEEDS for the State Fiscal year 2021, which runs from July 1, 2020 through June 30, 2021 (**"SFY21"**), in accordance with the terms and conditions set forth in a Memorandum of Understanding (**"MOU"**) executed on August 17, 2011 (Control No: P00616 C-1) by and between MDOT SHA and the COUNTY. The MOU is attached by reference and is available upon request.

In accordance with the MOU, MDOT SHA and the COUNTY are to set the hourly rates for MDOT SHA to reimburse the COUNTY for the application of herbicide by the COUNTY. The hourly rate to be used and to be in effect for the SFY21 is One Hundred and Fifty Dollars ($150.00) per hour for a two-person crew with equipment. A one-person crew with equipment may be used for this work when approved in advance by MDOT SHA. The hourly rate to be used and to be in effect for SFY21 for a one-person crew with equipment is One Hundred and Twenty Dollars ($120.00) per hour. The total amount to be recoverable by the County from MDOT SHA for Weed Control during the SFY21 is not to exceed Six Thousand Dollars ($6,000.00) (**"MDOT SHA FUNDING"**).

For purposes of this LOA, the maximum amounts that MDOT SHA will pay the COUNTY for Weed Control are:

> The MDOT SHA Office of Environmental Design may pay a total amount for roadside invasive weed control not to exceed Zero Dollars ($0.00); and
>
> The MDOT SHA Office of Environmental Design may pay a total amount for wetland invasive weed control not to exceed Zero Dollars ($0.00); and
>
> The MDOT SHA District 2, Chestertown Shop, may pay a total amount not to exceed Six Thousand Dollars ($6,000);

However, the allocation of the amounts may vary, as directed by OED, so long as the total amount does not exceed the amount of the MDOT SHA FUNDING.

The hourly rate set forth above which MDOT SHA may pay the COUNTY shall cover the cost of labor and equipment for applying the herbicides.

When the requirements found in MDOT SHA's The Book of Standards – Category 1 for the "Temporary Traffic Control Typical Application" mandates that a 'Truck or Trailer-Truck Mounted Attenuator" (Mounted Attenuator) should be utilized during Weed Control operations, advance arrangements (at least three (3) days in advance of the Weed Control operations) to obtain and deploy such a device should be made with the MDOT SHA Maintenance Shop listed herein or the Shop's MDOT SHA District Office. The funding to utilize the Mounted Attenuator is to be borne by MDOT SHA, either by the Office of Environmental Design or the District Office.

All invoices must be sent by email to WeedBoards@mdot.maryland.gov or other designated email boxes. In addition to email, paper invoices may be sent by postal mail to:

LPD Technical Resources Team
Office of Environmental Design
MDOT State Highway Administration
707 N. Calvert St. C-303
Baltimore, MD 21202

MDOT SHA and the COUNTY agree to cooperate with each other to accomplish the terms and conditions of this LOA and to implement the provisions of the MOU.

If the terms of this LOA meet with your approval, please sign the two (2) original LOAs where indicated and return one (1) signed original of this LOA to Galina Bocharov, Agreements Coordinator, Office of Procurement & Contract Management, Maryland Department of Transportation State Highway Administration, 707 North Calvert Street, Mailstop C-405, Baltimore, MD 21202. The other signed LOA is to be retained by the COUNTY for its use and information.

Additionally, a copy of the signed LOA must be emailed to Galina Bocharov at GBocharov@mdot.maryland.gov and to WeedBoards@mdot.maryland.gov.

Sincerely,

_____ _____

Sonal Ram, P.E., Director Date
Office of Environmental Design

KENT COUNTY CONCURRENCE:

By: P. Thomas Mason 08/04/20
P. Thomas Mason, President Date

Verification that LOA is consistent with MOU:

Agreements Coordinator Date
MDOT State Highway Administration

P00616 C-1

SHA Initials

MEMORANDUM OF UNDERSTANDING

Weed Control Program

by and between

Kent County Department of Public Works
and
Maryland State Highway Administration

THIS MEMORANDUM OF UNDERSTANDING (MOU), executed in duplicate, made effective on the 17th day of August 2011, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called "**SHA**", and the Kent County Department of Public Works, acting for and on behalf of Kent County, Maryland, a political subdivision of the State of Maryland, hereinafter called the "**COUNTY**."

WHEREAS, portions of Title 9, Subtitle 4 of the Agriculture Article of the Maryland Annotated Code, which addresses weed control within the State of Maryland, identify certain species of vegetation as "noxious weeds" ("**NOXIOUS WEEDS**") and require all property owners within the State to eradicate or control the NOXIOUS WEEDS on its properties; and

WHEREAS, the Secretary of the Maryland Department of Agriculture has prescribed practices to eradicate or control the NOXIOUS WEEDS by applying herbicides working through approved personnel of the COUNTY; and

WHEREAS, SHA has determined that it will control the NOXIOUS WEEDS located on various SHA rights-of-way and SHA's properties ("**SHA PROPERTIES**") by application of herbicide treatment; and

WHEREAS, the SHA does not have adequate equipment or personnel to apply the herbicides in order to control its NOXIOUS WEEDS; and

WHEREAS, the COUNTY does have the equipment and personnel to properly apply the herbicides to the NOXIOUS WEEDS on COUNTY properties; and

WHEREAS, the COUNTY is also able to apply herbicides to the NOXIOUS WEEDS on SHA's PROPERTIES more effectively and at less cost than can SHA; and

WHEREAS, SHA and the COUNTY agree that the control or eradication of NOXIOUS WEEDS on SHA's PROPERTIES will benefit both parties of this MOU and will promote the safety, health and general welfare of the citizens of the State and the COUNTY.

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: that for and in consideration of the mutual promises, and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, be it understood that SHA and the COUNTY do hereby agree as follows:

I. SCOPE OF WORK

A. The COUNTY shall treat areas of SHA PROPERTIES that have been designated in writing by SHA with herbicides that have been approved by the Secretary of the Department of Agriculture and SHA and that meet all other legal and regulatory requirements for use in the State of Maryland.

B. The hourly rate for the cost of application, the calendar year during which the applications are to be completed, and any special requirements particular to the work will be set forth in a supplemental Letter of Agreement substantially similar to the form letter attached hereto as ***Exhibit "A"*** (the "**LOA**") and will be executed annually by an authorized representative of the COUNTY and by the authorized SHA Resident Maintenance Engineer (**"RME"**) who is requesting COUNTY services.

II. COUNTY Responsibilities

A. The COUNTY shall keep complete records of all calibrations and herbicides used on SHA PROPERTIES including date, location and rate of application.

B. The COUNTY shall be prepared to present documentation to verify all licenses, permits, training and inspections, on demand by designated SHA personnel.

C. The COUNTY shall meet with the RME prior to initiating any treatment during the year that is covered by the LOA and shall receive from SHA a map, diagram, SHA plat, and/or written description of the beginning and ending termini for every section of the SHA PROPERTIES to be treated and shall review the application contract requirements.

D. The COUNTY shall not apply any treatment to any land adjoining the SHA PROPERTIES.

E. At the end of each business week, the COUNTY shall provide the RME with a completed copy of an SHA Herbicide Team Activity Card ("the **ACTIVITY CARD**") for all work performed on SHA's behalf during that business week

1. The COUNTY shall record each location treated, the type and rate of application of each herbicide applied, the date and time of application, the equipment used, the personnel employed, including the number of hours each worked, and amount of chemical used, on each ACTIVITY CARD.

F. The COUNTY shall invoice SHA on a monthly basis for all actual costs incurred to apply herbicides. Each invoice shall be accompanied by sufficient documentation that will allow SHA to adequately verify the charges, and shall include, but not limited to, the ACTIVITY CARDs submitted by the COUNTY during the invoice period.

III. SHA Responsibilities

A. SHA PROPERTIES to be treated shall be designated in writing by the RME.

B. The RME shall also make special note of any areas of SHA PROPERTIES that are not to be treated.

C. SHA will provide the required herbicides to the COUNTY or reimburse the COUNTY for the cost of the required herbicides provided by the COUNTY.

D. SHA will provide the COUNTY with the actual ACTIVITY CARDs to be used or the COUNTY will use their logs.

E. SHA shall reimburse the COUNTY for all costs incurred by the COUNTY for applying herbicides to SHA PROPERTIES as provided for in this MOU and/or in the LOA within thirty (30) days of receipt of each periodic invoice that has been accepted by SHA.

IV. GENERAL

A. The terms of this MOU shall be binding for a period of ten (10) years from the date first written above, or until sixty (60) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this MOU or the LOA.

B. The RME and the COUNTY shall meet on an annual basis between January 1 and April 1 to: (i) document current NOXIOUS WEED conditions, (ii) document areas to be treated, (iii) review the responsibilities of SHA and the COUNTY, (iv) determine the reimbursement hourly rate, and (v) finalize the LOA for that year.

C. The COUNTY shall indemnify, hold harmless and defend, at SHA's option, the State of Maryland, SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, in connection with the loss of life, personal injury and/or property damage arising from or as a result of the application of chemicals, or other activities performed pursuant to this MOU or the LOA by the COUNTY or its contractors, agents or assigns.

D. This MOU shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

E. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

F. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated as substantive provisions of this MOU.

G. All notices and/or invoices, if to SHA, shall be addressed to the RME executing the supplemental LOA, with a copy to:

Mr. Terry Wright, District Engineer
State Highway Administration
615 Morgnec Rd.
Chestertown, MD 21620
Phone: (410) 778-3061
Fax: (301) 778-0851
E-Mail: twright@sha.state.md.us

and a copy to:

Mr. Glenn Klaverweiden, Agreements Coordinator
Regional and Intermodal Planning Division
State Highway Administration
707 N. Calvert Street
Mailstop C-501
Baltimore, MD 21202
Phone: (410) 545-5677
E-mail: gklaverweiden@sha.state.md.us

And if to the COUNTY to:

Mr. Wayne L. Morris
Kent County Director of Public Works
709 Morgnec Road
Chestertown, MD 21620
Phone: 410-778-2600

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their proper and duly authorized officers, on the day and year first written above.

STATE HIGHWAY ADMINISTRATION

Marilyn D Hill

By: _____ 8/17/14 (SEAL)
Administrator Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ruby C Rappaport
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Gregory D. Welker
Deputy Administrator/Chief Engineer
for Operations

Douglas H. Simmons
Deputy Administrator/Chief Engineer
for Planning, Engineering, Real Estate and Environment

Lisa B. Conners
Director Office of Finance

KENT COUNTY
DEPARTMENT OF PUBLIC WORKS

WITNESS:

8-1-11

BY: 8/1/11 (SEAL)
Wayne L. Morris Date
Kent County Department of Public Works

Martin O'Malley, *Governor*
Anthony G. Brown, *Lt. Governor*

SHA
State Highway Administration
MARYLAND DEPARTMENT OF TRANSPORTATION

Beverley K. Swaim-Staley, *Secretary*
Darrell B. Mobley, *Acting Administrator*

EXHIBIT A

Date_____

Mr. Wayne L. Morris
Kent County Department of Public Works
709 Morgnec Road
Chestertown, MD 21620

Dear Mr. Morris:

This Letter Of Agreement (**"LOA"**) between the Maryland State Highway Administration (**"SHA"**) and the Kent County Department of Public Works (**"COUNTY"**) sets forth the agreement between the parties pertaining to funding the application of herbicide to NOXIOUS WEEDS for the calendar year _____ in accordance with the terms and conditions set forth in the Memorandum of Understanding ("MOU") dated _____ by and between SHA and the COUNTY.

In accordance with the MOU, SHA and the COUNTY are to set the hourly rates for SHA to reimburse the COUNTY for the application of herbicide. The hourly rate to be used and in effect the calendar year _____ is $_____.

The hourly rate paid to the COUNTY shall cover the cost of labor and equipment for applying the herbicides. The cost of chemicals supplied by the COUNTY and applied to noxious weeds will be in addition to the hourly rate and shall be shown on the invoice by location, acres treated, and chemical name.

SHA and the COUNTY agree to cooperate with each other to accomplish the terms and conditions of this LOA and to implement the provisions of the MOU.

If the terms of this LOA meet with your approval, please sign the two (2) original LOAs and return one signed original LOA to the SHA Resident Maintenance Engineer.

COUNTY Concurrence:

By: _____
Wayne L. Morris Date
Kent County Department of Public Works

Sincerely,

_____
Jeffrey A. Squires
Resident Maintenance Engineer
State Highway Administration
615 Morgnec Road, PO Box 299
Chestertown, MD 21620

cc: Glenn Klaverweiden, Agreements Coordinator, State Highway Administration

United Census 2020
3/30/2021
County Commissioners Meeting

Item Summary:
Thank You Recognition

ATTACHMENTS:

Description

Thank You Recognition

03.30.21 Carla Gerber, Unites States Census 2020 Certificate of Recognition

03.30.21 Rosemary Ramsey Granillo, Unites States Census 2020 Certificate of Recognition

03.30.21 Doncella Wilson, Unites States Census 2020 Certificate of Recognition

03.30.21 Jamie Williams, Unites States Census 2020 Certificate of Recognition

03.30.21 Emily McCoy, Unites States Census 2020 Certificate of Recognition

3.30.21 Lisa Mazingo, Unites States Census 2020 Certificate of Recognition

03.30.21 Shelley Heller, Unites States Census 2020 Certificate of Recognition

03.30.21 Robert W. Tracey, Unites States Census 2020 Certificate of Recognition

03.30.21 Kent County Local Management Board, Unites States Census 2020 Certificate of Recognition

03.30.21 Kent Family Center, Unites States Census 2020 Certificate of Recognition

03.30.21 Kent County Department of Social Services, Unites States Census 2020 Certificate of Recognition

03.30.21 Kent County Economic and Tourism Development, Unites States Census 2020 Certificate of Recognition

03.30.21 Kent County Planning, Housing, and Zoning, Unites States Census 2020 Certificate of Recognition

United States®
Census 2020

Thank you

THE U.S. CENSUS BUREAU HEREBY RECOGNIZES

Kent County Government Center

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.

Dr. Steven D. Dillingham, Director
U.S. Census Bureau

Certificate of Recognition

This is to certify that

Carla Gerber

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Rosemary Ramsey Granillo

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Doncella Wilson

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Jamie Williams

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

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OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Emily McCoy

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Lisa Mazingo

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

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OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Shelley Heller

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

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OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Robert W. Tracey

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that the

Kent County Local Management Board

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Kent Family Center

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Kent County Department of Social Services

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Kent County Economic and Tourism Development

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Certificate of Recognition

This is to certify that

Kent County Planning, Housing, and Zoning

is hereby recognized

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census. We, the County Commissioners of Kent County want to thank you for the invaluable time and energy you put forward in making the United States 2020 Census a success for our Community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

March 30, 2021

Patricia Merritt, Chief Finance Officer, Office of Finance
3/30/2021
County Commissioners Meeting

Item Summary:
Banking Documents

ATTACHMENTS:
Description

Procedures for Public Comment
3/30/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

Comprehensive Rezoning Update Task Force Announcement
3/30/2021
County Commissioners Meeting

Item Summary:
The County Commissioners May Attend Task Force Meetings.

Rachel Boyle, Services Intake/Child Advocacy Center Coordinator, Kent County Department of Social Services
3/30/2021
County Commissioners Meeting

Item Summary:
Child Abuse Awareness and Prevention Campaign

ATTACHMENTS:

Description

03.30.21 Support, Connect, Empower! 3rd Annual Child Abuse Prevention and Awareness Campaign Slides, April 2021

03.30.21 Support, Connect, Empower! Child Abuse Awareness and Prevention Campaign Event Flyer, April 2021

03.30.21 Kent County Child Advocacy Center Virtual Open House 4.13.21

Support, Connect, Empower!

3rd Annual Child Abuse Prevention and Awareness Campaign

April 2021

Connect in Blue Project

April 2021

A community-wide project to increase awareness of and support prevention efforts to END child abuse in Kent County. The Kent County Child Advocacy Center is partnering with WCTR to capture the efforts of agencies working together in the community to serve children and their non-offending family members. Listen to WCTR throughout April to community members committed to addressing and serving child victims in Kent County.

Interested in becoming a Connect in Blue Project Partner?
Contact Rachel Boyle, rachel.boyle@maryland.gov

To learn more visit kentcountycares.org OR FB @KentCountyDSS

2021 April Proclamation

April 6, 2021 | 6 PM

Virtual Proclamation Reading

The Commissioners of Kent County to read the April 2021 Child Abuse Prevention Proclamation. The proclamation will be posted at kentcountycares.org and on the Kent County Department of Social Services Facebook page.

For more information contact Rachel Boyle, rachel.boyle@maryland.gov

To learn more visit kentcountycares.org OR FB @KentCountyDSS

If you suspect or witness child abuse, CALL 410-810-7600.

Virtual Open House

April 13, 2021 | 10 AM - 11 AM

Virtual Tour of the Kent County Child Advocacy Center

Join members of the Kent County Child Advocacy Center in a Virtual Open House event and to learn more about the child-centered program.

For more information contact Rachel Boyle, rachel.boyle@maryland.gov

To learn more visit kentcountycares.org OR FB @KentCountyDSS

If you suspect or witness child abuse, CALL 410-810-7600.

Belonging 'BLUE' Day

April 30, 2021

Kent County wear BLUE all day!

Create BELONGING in our community for children and families impacted by child maltreatment by wearing BLUE on Friday.

Take a selfie in your blue attire, share it on Facebook with #belongingblue and tag @KentCountyDSS

For more information contact Rachel Boyle, rachel.boyle@maryland.gov
Visit @KentCountyDSS on Facebook

If you suspect or witness child abuse, call 410-810-7600.

Support, Connect, Empower!

The Child Abuse Prevention and Awareness Event is made possible through funding support from Kent County's Department of Social Services and Child Advocacy Center with support from the Kent County CARES Foundation, the United Way of Kent County and the Maryland Association of Social Services Boards Foundation.

To learn more visit kentcountycares.org OR FB @KentCountyDSS

#belongingblue

KENT COUNTY CHILD ADVOCACY CENTER'S 3RD ANNUAL

SUPPORT, CONNECT, EMPOWER!

APRIL 2021

FOR CHILD ABUSE PREVENTION AND AWARENESS

APRIL 6, 2021
COMMISSIONERS OF KENT COUNTY PROCLAMATION PRESENTATION

APRIL 13, 2021
KENT COUNTY CHILD ADVOCACY CENTER VIRTUAL OPEN HOUSE

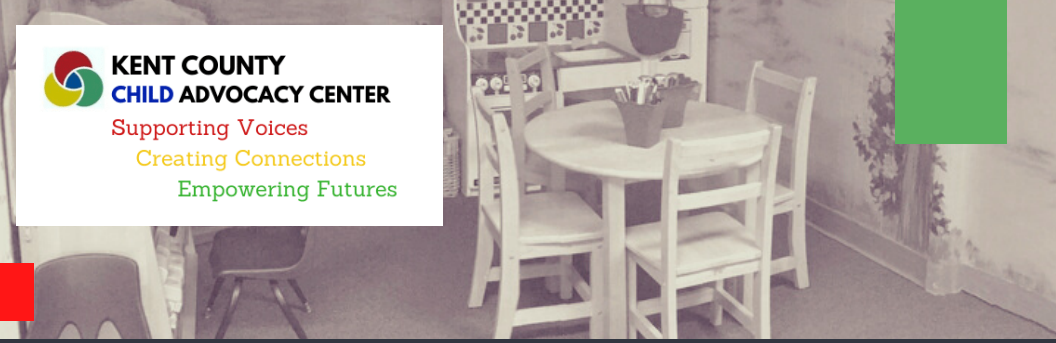
APRIL 20, 2021
KENT COUNTY COMMUNITY PREVENTION AND EDUCATION GIVEAWAY

APRIL 30, 2021
KENT COUNTY COMMUNITY BELONGING BLUE DAY

IF YOU SUSPECT OR WITNESS CHILD ABUSE

CALL 410-810-7600

FOR MORE INFORMATION VISIT WWW. KENTCOUNTYCARES.ORG



KENT COUNTY
CHILD ADVOCACY CENTER
Supporting Voices
Creating Connections
Empowering Futures

STEP INTO OUR VIRTUAL OPEN HOUSE

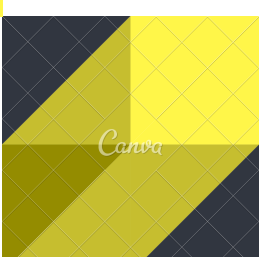
April 13, 2021 - 10 AM

With acknowledgement of:

The CARES Foundation - http://kentcountycares.org
The United Way of Kent County MD - https://unitedwayofkentcounty.org

JULY 14, 2020
MODUR REALTY VILLAGE 3
10AM

Visit www.reallygreatsite.com
for more information.



Contingency and Use of Fund Balance Report
3/30/2021
County Commissioners Meeting

ATTACHMENTS:

Description

3-16-2021 Commissioner Report Contingency

FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
March 16, 2021

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
TOTAL		**$ 263,544**	
BEGINNING CONTINGENCY BUDGET		**$ 800,000**	
ENDING CONTINGENCY BALANCE		**$ 536,456**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		**$ 72,723**	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.

Bill Mackey, Director, Planning, Housing, and Zoning
3/30/2021
County Commissioners Meeting

Item Summary:
Personnel
This meeting will be closed under General Provisions Art. § 3-305(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description