



City of Bowie

Regular City Council Meeting

Monday, July 3, 2023
Council Chambers - 8 p.m.

AGENDA

- I. CALL MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. QUORUM**
- IV. AGENDA ADDITIONS/DELETIONS/AMENDMENTS**
- V. CITIZEN PARTICIPATION**
- VI. PRESENTATIONS**
 - A.** Heritage Month Presentation - Diversity Committee
- VII. CITY BOARDS AND COMMITTEES**
 - A.** Appointments/Re-appointments/Swearing-in
- VIII. COUNCIL ANNOUNCEMENTS**
- IX. CITY MANAGER'S REPORT**
- X. CONSENT AGENDA**
 - A.** Adoption of Resolution R-32-23 Awarding a Contract to Sunset Landscaping for a Landscape Maintenance Program for a Bioretention System Which is Part of the Stormwater Management Program at the Kenhill Center in the Amount of \$10,565 and Providing for Options to Renew for Two Additional One-Year Terms
 - B.** Adoption of Resolution R-33-23 Awarding a Contract to Magnolia Plumbing, Inc. for the Pumping, Hauling and Disposal of Scum from the Wastewater Treatment Plant and Sewer Pump Stations in the Amount of \$33,297 and Providing for Options to Renew for Two Additional One-Year Terms
 - C.** Adoption of Resolution R-34-23 Awarding a Contract to ALS Group USA Corp., dba ALS Environmental for Analytical Laboratory Services and Support for the City's Water and Wastewater Treatment and Distribution System in the Amount of \$49,344 and Providing for Options to Renew for Two One-Year Terms
 - D.** Adoption of Resolution R-35-23 Awarding Contracts to Kroeger Electric Company; A.C. Schultes of Maryland, Inc.; DSI, Inc.; IMACS, Inc. and Cross Technologies, Inc., dba Cross Company to Provide All Labor, Materials and Equipment to Provide On-Call Repair and Critical Electrical, Mechanical and Instrument and Control Services for the Wter and Wastewater Treatment Systems for One Year with Option to Renew for Four One-Year Terms
 - E.** Adoption of Resolution R-37-23 Awarding a Contract to A.C. Schultes of Maryland, Inc. for the Construction to Redevelop Well #5 in the Amount of \$207,990

- F. Adoption of Resolution R-40-23 Waiving the Competitive Bidding Requirements of Section 61 "Purchasing and Contracting" of the Charter of the City of Bowie and Awarding a Contract to Granturk Equipment Company, Inc. in the Amount of \$1,104,00 for the Purchase of Four Refuse Trucks, by Piggybacking a Costars Pennsylvania Department of General Services Bid
- G. Adoption of Resolution R-43-23 Waiving the Cooperative Bidding Requirements of Section 62 of the Charter of the City of Bowie to allow the purchase of thirteen (13) Police Vehicles through a Howard County Procurement Contract
- H. Adoption of Resolution R-44-23 Waiving the Competitive Bidding Requirements of Section 62 "Cooperative Bidding" of the Charter of the City of Bowie to Allow the Issuance of a Purchase Order for Police Vehicle Upfitting Services through a Howard County Procurement Contract.
- I. Introduction of Ordinance O-8-23 Granting a Renewal of a Cable Franchise to Comcast of Maryland, LLC, and Authorizing a Franchise Agreement

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. Prince George's County's Notice Regarding the City's Participation as a Municipality in its HUD CDBG Programs (Cooperation Agreement)
- B. Historic Properties Presentation

XIII. ADJOURNMENT AND MOVE TO CLOSE SESSION

- A. To adjourn to closed session under the statutory authority of the Md. Annotated Code, General Provisions Article §3-305(b)(10): "To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans".

Note: The Ethics Commission has advised that under certain circumstances, members of the public may qualify as lobbyists when they testify before the City Council. If so, the Bowie Ethics Ordinance requires that certain information be filed with the Ethics Commission. Please review the information about lobbying that is provided with the City Clerk. If you have any questions about lobbying, please contact the Ethics Commission or the Assistant City Manager.

This meeting will be televised live on Verizon Channel 10 and Comcast Channel 71 and 996, repeated on 7/5/23 and 7/8/23 at 7:00 p.m., and [web-streamed live](#).

For a closed-captioned version of the meeting video, please go to <https://www.youtube.com/user/cityofbowiemd/playlists> and select the 2023 Council Meetings list. Once the meeting video opens, be sure to click on "CC" button to turn on closed captioning.

**NEXT REGULAR MEETING OF THE BOWIE CITY COUNCIL - MONDAY, JULY 10, 2023 -
COUNCIL CHAMBERS - 8:00 P.M.**



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Diversity Committee Heritage Month Presentation

DATE: 06/29/2023

The City of Bowie Diversity Committee will conduct a brief presentation about Disability Pride Month. Disability Pride Month is celebrated every July and is an opportunity to honor the history, achievements, experiences, and struggles that impact the community.

ATTACHMENTS: None



Memorandum

TO: City Council

FROM: Awilda Hernandez, City Clerk

SUBJECT: Committee Appointments/Re-appointments/Swearing-in

DATE: 06/29/2023

Committee Appointments and Swearing-in:

1. Ms. Lydia Peters was interviewed on June 20 for appointment to the Arts Committee. Council concurred to appoint her to the committee as a member for a 2-year term. Please move to appoint her.
2. Mr. Zach Lowe was interviewed on June 20 for appointment to the Board of Elections. Council concurred to appoint him to the board as a member for a 2-year term. Please move to appoint him.

ATTACHMENTS: None



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Landscape Maintenance Program – Kenhill Center Bioretention System
Resolution R-32-23

DATE: 06/29/2023

Legal notices were placed and bid packages were sent to firms for a landscape maintenance program for a bioretention system which is a part of the stormwater management program at the Kenhill Center. At the close of bidding at 1:00 p.m., Monday, May 1, 2023, eight (8) bids had been received. Below is a tabulation of the bids received:

Bidder	FY24	FY25	FY26
Sunset Landscaping Crownsville, Maryland	\$10,565.00	\$11,196.00	\$11,824.00
Bright Horizon Ventures, LLC Bowie, Maryland	\$16,987.00	\$17,670.00	\$18,619.00
Denfield Landscaping, Inc. Hyattsville, Maryland	\$18,140.00	\$18,859.00	\$19,522.00
Howard EcoWorks Columbia, Maryland	\$37,884.00	\$39,872.00	\$41,932.00
TCG Property Care, Inc. Washington, DC	\$44,081.80	\$45,933.10	\$47,854.57
Environmental Quality Resources, LLC Millersville, Maryland	\$50,510.52	\$50,977.00	\$53,642.44
Environmental Resources Group, Inc. Burtonsville, Maryland	\$87,710.00	\$87,810.00	\$87,910.00
Arya Civil, LLC Laurel, Maryland	\$100,980.00	\$104,728.00	\$111,276.00

The term of the contract shall be for the period of FY24, except the City shall have the option, in its sole discretion, to renew the contract for two additional one-year terms (FY25 and FY26).

The Public Works Department recommends that the bid proposal from Sunset Landscaping, of Crownsville, Maryland, in the amount listed above, be accepted. The FY24 budget for this project is \$11,300.

I concur with the above recommendation to award to Sunset Landscaping and request your approval of Resolution R-32-23.

ATTACHMENTS: 1. 20230703 - Resolution R-32-23

**RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
AWARDING A CONTRACT TO SUNSET LANDSCAPING FOR A LANDSCAPE
MAINTENANCE PROGRAM FOR A BIORETENTION SYSTEM WHICH IS PART OF THE
STORMWATER MANAGEMENT PROGRAM AT THE KENHILL CENTER IN THE AMOUNT
OF \$10,565 AND PROVIDING FOR OPTIONS TO RENEW FOR TWO ADDITIONAL
ONE-YEAR TERMS**

WHEREAS, a legal notice advertising an Invitation for Bids for a landscape maintenance program for a bioretention system which is a part of the stormwater management program at the Kenhill Center was placed on eMaryland Marketplace Advantage and on the City's website; and

WHEREAS, the contract term for these services will be for one year (FY24) with two one-year options to renew (FY25 and FY26) at the City's sole discretion; and

WHEREAS, at the close of bidding at 1:00 p.m., Monday, May 1, 2023, the City received eight (8) bids; and

WHEREAS, after a careful review of the bids submitted, it was determined that Sunset Landscaping had submitted a responsible and responsive bid in the following amounts:

FY24	FY25	FY26
\$10,565.00	\$11,196.00	\$11,824.00

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bowie, Maryland, that the Council hereby awards a contract to Sunset Landscaping for a landscape maintenance program for a bioretention system which is a part of the stormwater management program at the Kenhill Center and hereby directs the City Manager to sign a contract with Sunset Landscaping for services, term and prices set forth above.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on July 3, 2023.

ATTEST:

Awilda Hernandez, City Clerk

Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Pumping, Hauling and Disposal of Scum - WWTP
Resolution R-33-23

DATE: 06/29/2023

Legal notices were placed and bid packages were sent to firms for the pumping, hauling and disposal of scum from the wastewater treatment plant and sewer pump stations. This contract consists of two projects, 1 - WWTP scum removal from three sludge separator tanks, and 2 – Sewer Pump Station scum disposal and as-needed sludge hauling. At the close of bidding at 11:00 a.m., Tuesday, May 2, 2023, three (3) bid proposals had been received. Below is a tabulation of the bid proposals received:

	Projects	FY24	FY25	FY26
Magnolia Plumbing, Inc. Washington, DC	WWTP	\$ 16,825	\$ 17,358	\$ 17,892
	Sewer Pump Station	\$ 16,472	\$ 17,019	\$ 17,580
	Total	\$ 33,297	\$ 34,377	\$ 35,472
Robert F. Beall & Sons, Inc. Millersville, Maryland	WWTP	\$ 19,270	\$ 19,805	\$ 20,340
	Sewer Pump Station	\$ 24,750	\$ 25,375	\$ 26,000
	Total	\$ 44,020	\$ 45,180	\$ 46,340
Wind River Environmental dba B&P Environmental Crofton, Maryland	WWTP	\$ 21,025	\$ 21,554	\$ 22,090
	Sewer Pump Station	\$ 25,180	\$ 26,153	\$ 27,540
	Total	\$ 46,205	\$ 47,707	\$ 49,630

The term of the contract shall be for the period of FY24, except the City shall have the option, in its sole discretion, to renew the contract for two additional one-year terms (FY25 and FY26).

The Public Works Department recommends that the bid proposal from Magnolia Plumbing, Inc., of Washington, DC, in the amount listed above, be accepted. The FY24 budget for project 1 is \$21,000

and project 2 is \$21,000.

I concur with the above recommendation to award to Magnolia Plumbing, Inc. and request your approval of Resolution R-33-23.

ATTACHMENTS: 1. 20230703 - Resolution R-33-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
AWARDING A CONTRACT TO MAGNOLIA PLUMBING, INC. FOR THE PUMPING, HAULING AND
DISPOSAL OF SCUM FROM THE WASTEWATER TREATMENT PLANT AND SEWER PUMP STATIONS IN
THE AMOUNT OF \$33,297 AND PROVIDING FOR OPTIONS TO RENEW FOR TWO ADDITIONAL ONE-
YEAR TERMS

WHEREAS, a legal notice advertising an Invitation for Bids for the pumping, hauling and disposal of scum from the wastewater treatment plant and sewer pump stations was placed on eMaryland Marketplace Advantage and on the City's website; and

WHEREAS, the contract term for these services will be for one year (FY24) with two one-year options to renew (FY25 and FY26) at the City's sole discretion; and

WHEREAS, at the close of bidding at 11:00 a.m., Tuesday, May 2, 2023, the City received three (3) bids; and

WHEREAS, after a careful review of the bid submitted, it was determined that Magnolia Plumbing, Inc. had submitted a responsible and responsive bid in the following amounts:

Projects	FY24	FY25	FY26
WWTP	\$16,825	\$17,358	\$17,892
Sewer Pump Station	\$16,472	\$17,019	\$17,580
Total	\$33,297	\$34,377	\$35,472

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bowie, Maryland, that the Council hereby awards a contract to Magnolia Plumbing, Inc. for the pumping, hauling and disposal of scum from the wastewater treatment plant and sewer pump stations and hereby directs the City Manager to sign a contract with Magnolia Plumbing, Inc. for services, term and prices set forth above.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on July 3, 2023.

ATTEST:

 Awilda Hernandez, City Clerk

 Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Analytical Laboratory Services
Water and Wastewater Distribution System
Resolution R-34-23

DATE: 06/29/2023

Legal notices were placed and solicitation packages were sent to firms for analytical laboratory services and support for the City's water and wastewater treatment and distribution system. At the close of bidding at 1:00 p.m., Tuesday May 9, 2023, the City received two (2) proposals. Below is a tabulation of the proposals received:

ALS Group USA Corp. dba ALS Environmental Middletown, Pennsylvania	\$49,344.00
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Lab Leasing Co., Inc. Stevensville, Maryland	\$46,178.00
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The term of the contract will be for three years (FY24 thru FY26), except that the City shall have the option, in its sole discretion, to renew the contract for two additional one-year terms (FY27 and FY28). Prices quoted are firm for the first year of the contract. The contractor may request a price adjustment thereafter based on the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

The bid proposal from Lab Leasing Co., Inc. was deemed non-responsive as it did not incorporate the revised bid form provided in Addendum #2.

The Public Works Department recommends that the bid proposal from ALS Group USA Corp., dba ALS Environmental, of Middletown, Pennsylvania, in the amount of \$49,344 be accepted. The FY24 budget for this project is \$68,100

I concur with the above recommendation to award to ALS Group USA Corp., dba ALS Environmental and request your approval of Resolution R-34-23.

ATTACHMENTS: 1. 20230703 - Resolution R-34-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
AWARDING A THREE YEAR CONTRACT TO ALS GROUP USA CORP., DBA ALS
ENVIRONMENTAL FOR ANALYTICAL LABORATORY SERVICES AND SUPPORT FOR
THE CITY'S WATER AND WASTEWATER TREATMENT AND DISTRIBUTION SYSTEM
IN THE AMOUNT OF \$49,344 FOR THE FIRST YEAR AND PROVIDING FOR OPTIONS
TO RENEW FOR TWO ONE-YEAR TERMS

WHEREAS, a legal notice advertising a Request for Proposals for analytical laboratory services and support for the City's water and wastewater treatment and distribution system was placed on eMaryland Marketplace Advantage, Bid Locker and the City's website; and

WHEREAS, at the close of bidding at 1:00 p.m., Tuesday, May 9, 2023, the City received two (2) bid proposals; and

WHEREAS, after careful review of the bid proposals submitted, it was determined that ALS Group USA Corp. dba ALS Environmental had submitted the most responsible and responsive bid proposal; and

WHEREAS, the award amount will be \$49,344 based on the unit prices; and

WHEREAS, the term of the contract will be for three years (FY24 thru FY26), except that the City shall have the option, in its sole discretion, to extend the contract for two additional one-year terms (FY27 and FY28); and

WHEREAS, prices quoted are firm for the first year of the contract and the contractor may request a price adjustment thereafter based on the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Bowie, Maryland, that the Council, hereby awards a contract to ALS Group USA Corp. dba ALS Environmental for analytical laboratory services and support for the City's water and wastewater treatment and distribution system and hereby directs the City Manager to sign a contract with ALS Group USA Corp. dba ALS Environmental for services, term and prices set forth.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on July 3, 2023.

ATTEST:

CITY OF BOWIE, MARYLAND

 Awilda Hernandez, City Clerk

 Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: On-Call Repair and Critical Electrical/Mechanical Services
Water and Wastewater Treatment Plants
Resolution R-35-23

DATE: 06/29/2023

Legal notices were placed and bid packages were sent to firms to provide all labor, materials and equipment to provide on-call repair and critical electrical, mechanical and instrument and control services for the water and wastewater treatment systems. On the May 9, 2023, due date, the City received proposals from the following firms:

Electrical	Mechanical	Instrument and Control
Kroeger Electric Company	A.C. Schultes of Maryland, Inc.	Kroeger Electric Company
Glen Burnie, Maryland	Millersville, Maryland	Glen Burnie, Maryland
	DSI, Inc.	IMACS, Inc.
	Baltimore, Maryland	New Windsor, Maryland
		Cross Technologies, Inc, dba Cross Company
		Greensboro, North Carolina

As described in the Request for Proposals (RFP), the City's intent is to enter into open ended agreements with multiple qualified contractors. Work to be procured under these agreements will be individual "Job Orders" valued at \$25,000 or less. Job Orders will be procured on an as needed basis. The establishment of open ended agreements will improve timeliness and efficiency of repairs and maintenance of electrical, mechanical and instrument and control issues. Repairs estimated to cost over \$25,000 will continue to be advertised openly on eMaryland Marketplace Advantage as required by City Code.

The term of the contracts will be for one year (FY24), except that the City shall have the option, in its sole discretion, to renew the contracts for four additional one-year terms (FY25 thru FY28). Labor prices quoted are firm for the first year of the contract. The contractors may request a labor price increase (up to a maximum of 10%) or decrease subject to review and approval by the City. Changes in labor prices shall be based on U.S. Bureau of Labor Statistics, average increase or decrease for the most recent calendar year.

The submitted proposals were evaluated as required by City Charter and the Procurement Policy. Criteria for selection included the firm's experience and references. The Public Works Department recommends making multiple awards.

After careful review of the proposals, it was determined that Kroeger Electric Company; A.C. Schultes of MD, Inc.; DSI, Inc.; IMACS, Inc. and Cross Technologies, Inc., dba Cross Company submitted responsive and responsible proposals. The Public Works Department recommends entering into Agreements as outlined in the table above.

I concur with the above recommendation to award contracts to Kroeger Electric Company; A.C. Schultes of MD, Inc.; DSI, Inc.; IMACS, Inc. and Cross Technologies, Inc., dba Cross Company and request your approval of Resolution R-35-23.

ATTACHMENTS: 1. 20230703 - Resolution R-35-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
AWARDING CONTRACTS TO KROEGER ELECTRIC COMPANY; A.C. SCHULTES OF MARYLAND, INC.; DSI, INC.; IMACS, INC. AND CROSS TECHNOLOGIES, INC., DBA CROSS COMPANY TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO PROVIDE ON-CALL REPAIR AND CRITICAL ELECTRICAL, MECHANICAL AND INSTRUMENT AND CONTROL SERVICES FOR THE WATER AND WASTEWATER TREATMENT SYSTEMS FOR ONE YEAR WITH OPTION TO RENEW FOR FOUR ONE-YEAR TERMS

WHEREAS, a legal notice advertising an Invitation for Bids to provide all labor, materials and equipment to provide on-call repair and critical electrical, mechanical and instrument and control services for the water and wastewater treatment systems was placed on eMaryland Marketplace Advantage, Bid Locker and the City's website; and

WHEREAS, the contract term for these services will be for one year (FY24) with four one-year options to renew (FY25 thru FY28) at the City's sole discretion; and

WHEREAS, on the May 9, 2023, due date, the City received six (6) bids; and

WHEREAS, after careful evaluation and review of all the bids submitted, it was determined that the following contractors had submitted responsive and responsible bids:

Electrical	Mechanical	Instrument and Control
Kroeger Electric Company Glen Burnie, Maryland	A.C. Schultes of Maryland, Inc. Millersville, Maryland	Kroeger Electric Company Glen Burnie, Maryland
	DSI, Inc. Baltimore, Maryland	IMACS, Inc. New Windsor, Maryland
		Cross Technologies, Inc, dba Cross Company Greensboro, North Carolina

WHEREAS, labor prices quoted are firm for the first year of the contract. The contractors may request a labor price increase (up to a maximum of 10%) or decrease subject to review and approval by the City. Changes in labor prices shall be based on U.S. Bureau of Labor Statistics, average increase or decrease for the most recent calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, that the Council hereby awards contracts to Kroeger Electric Company; A.C. Schultes of MD, Inc.; DSI, Inc.; IMACS, Inc. and Cross Technologies, Inc., dba Cross Company to provide all labor, materials and equipment to provide on-call repair and critical electrical, mechanical and instrument and control services for the water and wastewater treatment systems and hereby directs the City Manager to sign contracts with Kroeger Electric Company; A.C. Schultes of MD,

Inc.; DSI, Inc.; IMACS, Inc. and Cross Technologies, Inc., dba Cross Company for services, term and labor prices set forth.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a Regular Meeting on July 3, 2023.

ATTEST:

THE CITY OF BOWIE, MARYLAND

Awilda Hernandez, City Clerk

Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Redevelopment of Well #5 - Construction
Resolution R-37-23

DATE: 06/29/2023

Legal notices were placed and solicitation packages were sent to firms for the redevelopment of well #5 located at 12215 Foxhill Lane. At the close of bidding at 1:00 p.m., Monday April 17, 2023, the City received one bid proposal from A.C. Schultes of Maryland, Inc.

The Council awarded R-36-23 at the June 20, 2023, meeting to A.C. Schultes of Maryland, Inc. for the purchase of equipment in the amount \$162,150 using FY23 funds.

The construction portion of this project is funded in FY24 with a budget of \$310,000. The construction cost for this project is \$207,990.

The Public Works Department recommends that the bid proposal from A.C. Schultes of Maryland, Inc., of Millersville, Maryland, in the amount of \$207,990 be accepted for the construction to redevelop well #5.

I concur with the above recommendation to award to A.C. Schultes of Maryland, Inc. for the construction to redevelop well #5 and request your approval of Resolution R-37-23.

ATTACHMENTS: 1. 20230703 - Resolution R-37-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
AWARDING A CONTRACT TO A.C. SCHULTES OF MARYLAND, INC. FOR THE
CONSTRUCTION TO REDEVELOP WELL #5 IN THE AMOUNT OF \$207,990

WHEREAS, a legal notice advertising an Invitation for Bids for the redevelopment of Well #5 located at 12215 Foxhill Lane was placed on eMaryland Marketplace Advantage, Bid Locker and the City's website; and

WHEREAS, at the close of bidding at 1:00 p.m., Monday, April 17, 2023, the City received one (1) bid proposal from A.C. Schultes of Maryland, Inc.; and

WHEREAS, after careful review of the bid proposal submitted, it was determined that A.C. Schultes of Maryland, Inc. had submitted a responsible and responsive bid proposal in the amount of \$207,900 for the construction to redevelop well #5.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Bowie, Maryland, that the Council, hereby awards a contract to A.C. Schultes of Maryland, Inc. for the construction to redevelop well #5 and hereby directs the City Manager to sign a contract with A.C. Schultes of Maryland, Inc.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on July 3, 2023.

ATTEST:

CITY OF BOWIE, MARYLAND

 Awilda Hernandez, City Clerk

 Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Waive Bidding for Replacement of Four Refuse Trucks
Resolution R-40-23

DATE: 06/29/2023

The FY24 budget allows for the replacement of four refuse trucks, which will be used by the solid waste division. The Public Works Department received and analyzed the results of a COSTARS Pennsylvania Department of General Services bid and determined that GranTurk Equipment Company, Inc. of Baltimore, Maryland, was awarded a contract for refuse trucks meeting the needs of the solid waste division. Seeking new bids would not be expected to yield better results.

The cost of each truck is \$276,000 with a total cost of \$1,104,000, which is within the budgeted amount of \$1,200,000.

In accordance with City Charter Section 61, we are requesting that Council waive bidding requirements and allow for the issuance of a purchase order to GranTurk Equipment Company, Inc. in the amount of \$1,104,000.

I concur with the above recommendation and request your approval of Resolution R-40-23.

ATTACHMENTS: 1. 20230703 - Resolution R-40-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 61 "PURCHASING
AND CONTRACTING" OF THE CHARTER OF THE CITY OF BOWIE AND AWARDING A
CONTRACT TO GRANTURK EQUIPMENT COMPANY, INC. IN THE AMOUNT OF
\$1,104,00 FOR THE PURCHASE OF FOUR REFUSE TRUCKS, BY PIGGYBACKING A
COSTARS PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES BID

WHEREAS, the Charter of the City of Bowie, Maryland (hereinafter, "the City") requires, in section 61, that all expenditures for inter alia, materials, construction of public improvements or contractual services involving more than twenty-five thousand dollars be made by written contract upon sealed bids to the lowest responsible bidder, except where the City Council by two-thirds vote waives the bidding requirement for good cause shown; and

WHEREAS, the FY24 budget allows for the replacement of four refuse trucks to be used by the solid waste division; and

WHEREAS, the Public Works Department received and analyzed the results of a COSTARS Pennsylvania Department of General Services bid; and

WHEREAS, it was determined that GranTurk Equipment Company, Inc. of Baltimore, Maryland was awarded a contract for refuse trucks meeting the needs of the solid waste division; and

WHEREAS, seeking new bids would not be expected to yield better results; and

WHEREAS, the proposed purchase price for the equipment to be procured will exceed twenty-five thousand dollars and the City Council deems the afore stated economic efficiencies to constitute good cause to waive the bidding requirements otherwise required by the Charter.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bowie, Maryland, by at least two-thirds vote, that:

Section 1. The competitive bidding requirements of Section 61 of the Bowie City Charter are for good cause shown, hereby waived.

Section 2. The City Manager is hereby authorized to issue a purchase order to the said company for the above-mentioned equipment.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a meeting on July 3, 2023, by a vote of at least two-thirds of the members of the Council.

ATTEST:

CITY OF BOWIE, MARYLAND

 Awilda Hernandez, City Clerk

 Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Purchase of Thirteen (13) Replacement Police Vehicles Pursuant to Charter Section 62, Cooperative Bidding.
Resolution R-43-23

DATE: 06/29/2023

The FY24 budget allows for the purchase of thirteen (13) replacement vehicles for use by the Police Department. The staff of the Police Department has determined that Howard County Contract #4400004546, awarded to Hertrich Fleet Services, Inc. for Ford interceptor SUV Vehicles, meets the needs of the Department. Because Howard County used competitive bidding procedures substantially similar to those of the City, seeking additional bids is not expected to yield better results.

The following unmarked vehicles are being replaced: #595 and #627.

The following marked vehicles are being replaced: #562, #564, #571, #573, #581, #606, #607, #612, #614, #616 and #617.

In accordance with City Charter Section 62, staff recommends that Council authorize the issuance of a purchase order to Hertrich Fleet Services, Inc., in the amount of \$471,926.00

I concur with the above recommendation and request your approval of Resolution R-43-23.

ADL/DP:eb

ATTACHMENTS: 1. 20230703 - Resolution R-43-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 62
“COOPERATIVE BIDDING” OF THE CHARTER OF THE CITY OF BOWIE TO
ALLOW THE PURCHASE OF THIRTEEN (13) POLICE VEHICLES THROUGH A
HOWARD COUNTY PROCUREMENT CONTRACT

WHEREAS, the Charter of the City of Bowie, Maryland (hereinafter, “the City”) requires, in section 62, that all expenditures for inter alia, materials, construction of public improvements or contractual services involving more than twenty-five thousand dollars be made by written contract upon sealed bids to the lowest responsible bidder, except where the City Council by two-thirds vote waives the bidding requirement for good cause shown; and

WHEREAS, the FY24 budget allows for the purchase of thirteen (13) replacement vehicles for use by the Police Department; and

WHEREAS, the Police Department received and analyzed the Howard County Contract #44004546 for Ford Interceptor SUV Vehicles, awarded to Hertrich Fleet Services, Inc.; and

WHEREAS, the proposed contract price for the services to be procured will exceed twenty-five thousand dollars and the City Council deems the aforestated economic efficiencies to constitute good cause to waive the bidding requirements otherwise required by the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, by at least a two-thirds vote, that:

Section 1. The competitive bidding requirements of Section 62 of the Bowie City Charter are for good cause shown, hereby waived.

Section 2. The City Manager is hereby authorized to issue a purchase order to Hertrich Fleet Services, Inc. in the amount of \$471,926.00 for the above-mentioned vehicles.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a meeting on July 3, 2023, by a vote of at least two-thirds of the members of the Council.

ATTEST:

THE CITY OF BOWIE, MARYLAND

 Awilda Hernandez
 City Clerk

 Timothy J. Adams
 Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Purchase of Upfitting Services for Thirteen (13) Replacement Police Vehicles Pursuant to Charter Section 92, Cooperative Bidding.
Resolution R-44-23

DATE: 06/29/2023

The FY24 budget allows for the purchase of upfitting services for thirteen (13) replacement vehicles for use by the Police Department. The staff of the Police Department determined that Howard County Contract #4400003685 awarded to Front Line Mobile Tech for upfitting services meets the needs of the Department. Because Howard County used competitive bidding procedures substantially similar to those of the City, seeking additional bids is not expected to yield better results.

The following unmarked vehicles are being replaced/upfitted: #595 and #627.

The following marked vehicles are being replaced/upfitted: #562, #564, #571, #573, #581, #606, #607, #612, #614, #616 and #617.

In accordance with City Charter Section 62, staff recommends that Council authorize the issuance of a purchase order to Front Line Mobile Tech., in the amount of \$267,971.00

I concur with the above recommendation and request your approval of Resolution R-44-23.

ADL/DP:eb

ATTACHMENTS:

1. R-44-23 Front Line Mobile
2. 20230703 - Resolution R-44-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 62
“COOPERATIVE BIDDING” OF THE CHARTER OF THE CITY OF BOWIE TO
ALLOW THE ISSUANCE OF A PURCHASE ORDER FOR
POLICE VEHICLE UPFITTING SERVICES THROUGH
A HOWARD COUNTY PROCUREMENT CONTRACT

WHEREAS, the Charter of the City of Bowie, Maryland (hereinafter, “the City”) requires, in section 62, that all expenditures for inter alia, materials, construction of public improvements or contractual services involving more than twenty-five thousand dollars be made by written contract upon sealed bids to the lowest responsible bidder, except where the City Council by two-thirds vote waives the bidding requirement for good cause shown; and

WHEREAS, the FY24 budget allows for the upfitting of thirteen (13) replacement vehicles for use by the Police Department; and

WHEREAS, the Police Department received and analyzed the Howard County Contract #4400003685 for upfitting services awarded to Front Line Mobil Tech; and

WHEREAS, the proposed contract price for the services to be procured will exceed twenty-five thousand dollars and the City Council deems the aforesated economic efficiencies to constitute good cause to waive the bidding requirements otherwise required by the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, by at least a two-thirds vote, that:

Section 1. The competitive bidding requirements of Section 62 of the Bowie City Charter are for good cause shown, hereby waived.

Section 2. The City Manager is hereby authorized to issue a purchase order to Front Line Mobile Services in the amount of \$267,971.00 for the above-mentioned upfitting services.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a meeting on July 3, 2023, by a vote of at least two-thirds of the members of the Council.

ATTEST:

THE CITY OF BOWIE, MARYLAND

 Awilda Hernandez
 City Clerk

 Timothy J. Adams
 Mayor

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 62
“COOPERATIVE BIDDING” OF THE CHARTER OF THE CITY OF BOWIE TO
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WHEREAS, the Charter of the City of Bowie, Maryland (hereinafter, “the City”) requires, in section 62, that all expenditures for inter alia, materials, construction of public improvements or contractual services involving more than twenty-five thousand dollars be made by written contract upon sealed bids to the lowest responsible bidder, except where the City Council by two-thirds vote waives the bidding requirement for good cause shown; and

WHEREAS, the FY24 budget allows for the upfitting of thirteen (13) replacement vehicles for use by the Police Department; and

WHEREAS, the Police Department received and analyzed the Howard County Contract #4400003685 for upfitting services awarded to Front Line Mobil Tech; and

WHEREAS, the proposed contract price for the services to be procured will exceed twenty-five thousand dollars and the City Council deems the aforesated economic efficiencies to constitute good cause to waive the bidding requirements otherwise required by the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, by at least a two-thirds vote, that:

Section 1. The competitive bidding requirements of Section 62 of the Bowie City Charter are for good cause shown, hereby waived.

Section 2. The City Manager is hereby authorized to issue a purchase order to Front Line Mobile Services in the amount of \$267,971.00 for the above-mentioned upfitting services.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a meeting on July 3, 2023, by a vote of at least two-thirds of the members of the Council.

ATTEST:

THE CITY OF BOWIE, MARYLAND

 Awilda Hernandez
 City Clerk

 Timothy J. Adams
 Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Granting a Renewal of a Cable Franchise to Comcast of Maryland, LLC, and Authorizing a Franchise Agreement - Ordinance O-8-23

DATE: 06/29/2023

This memorandum will provide you with a summary of the highlights of proposed Ordinance O-8-23, granting a renewal of the renegotiated Cable Franchise Agreement with Comcast of Maryland, LLC ("Comcast"), and to recommend its adoption by the City Council.

Background:

1. The City of Bowie has the authority, under §5-201 et seq. of the Local Government Article, Annotated Code of Maryland, to pass ordinances to protect the health, safety, and welfare of its citizens.
2. The City is empowered, under §5-204(d) of the Local Government Article, Annotated Code of Maryland, to grant non-exclusive cable franchises.
3. In line with this authority, the City enacted Chapter 12, "Cable Communications," of the City Code.
4. The City previously entered into a cable franchise agreement with Comcast's predecessor-in-interest, which expired in 2014 but has been extended during negotiations for its renewal.
5. The City authorized the negotiation of the renewal of the franchise agreement with Comcast.
6. A proposed cable franchise renewal agreement with Comcast has been negotiated, and the City deems the terms of the proposed agreement to be favorable.

Highlights of the Renegotiated Cable Franchise Agreement:

1. The Franchise Fee of 5% of Gross Revenue Franchise was maintained, but the definition of Gross revenue was updated and improved.
2. The PEG 3% of Gross Revenue was maintained and includes an agreement that payment for C-Net operations is eligible.
3. The City preserved its 3 PEG channels, including up to 2 City HD channels.
4. C-Net will be preserved for 10 years with support from PEG funds until links are transitioned to government network.
5. Comcast agrees to existing drops. However, it reserves the right to price at cost, but will negotiate the amount.
6. Buildout wherever there are 20 homes per mile and free if within 350 feet of the network.
7. Improved consumer protection and reporting requirements.
8. Strengthens requirements and enforcement remedies related to Comcast's repair and removal of equipment.

Recommendation: Based on the negotiations and the City's assessment of the proposed cable franchise renewal agreement, I recommend the adoption of this ordinance. The terms of the agreement are deemed favorable to the City, and it is in the best interests of the City, its residents, and businesses to renew the cable franchise with Comcast.

- ATTACHMENTS:**
1. 20230703 - Ordinance O-8-23
 2. 20230703 - Final Bowie-Comcast Franchise Renewal Agreement 52523

**AN ORDINANCE
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
GRANTING A RENEWAL OF A CABLE FRANCHISE TO COMCAST OF
MARYLAND, LLC, AND AUTHORIZING A FRANCHISE AGREEMENT**

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of Bowie, Maryland (hereinafter, the “City”), has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality; and

WHEREAS, the City has the power under §5-204(d) of the Local Government Article, Annotated Code of Maryland, to grant non-exclusive cable franchises; and

WHEREAS, pursuant to the foregoing authority the City enacted Chapter 12, “Cable Communications,” of the City Code; and

WHEREAS, the City entered into a cable franchise agreement with the predecessor-in-interest of Comcast of Maryland, LLC (“Comcast”), which expired in 2014, but has been extended during the negotiation of the renewal of Comcast’s franchise; and

WHEREAS, the City authorized the negotiation of the renewal of the franchise agreement with Comcast; and

WHEREAS, the City has negotiated a proposed renewal cable franchise agreement with Comcast, and the City deems the terms of the proposed agreement to be favorable to the City; and

WHEREAS, the City Council finds that the best interests of the City and its residents and businesses will be served by renewing a cable franchise with Comcast, on condition that Comcast enters into a franchise agreement in substantially the form attached as Exhibit A to this Ordinance.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Council of the City of Bowie, Maryland, that renewal of a non-exclusive franchise to construct and operate a cable television system along the public rights of way in the City is hereby granted to Comcast of Maryland, LLC, subject to (a) the provisions of Chapter 12 of the City Code, and (b) the terms of a franchise agreement between the City and Comcast Cable, LLC, in a form substantially similar to that attached as Exhibit A to this Ordinance.

Section 2. BE IT FURTHER ORDAINED AND ENACTED that the City Manager is authorized to execute on behalf of the City a franchise agreement with Comcast in form substantially similar to that attached as Exhibit A to this Ordinance.

Section 3. BE IT FURTHER ORDAINED that this Ordinance shall become effective thirty (30) days after its enactment by the Council of the City of Bowie, Maryland, provided that a fair summary of this Ordinance is published at least once prior to the date of passage and at least once within ten (10) days after the date of passage in a newspaper having general circulation in the City.

INTRODUCED by the Council of the City of Bowie, Maryland, at a regular meeting on the ____ day of _____, 2023.

PASSED by the Council of the City of Bowie, Maryland, at a regular meeting on the ____ day of _____, 2023.

ATTEST:

THE CITY OF BOWIE, MARYLAND

Awilda Hernandez, City Clerk

By:

Timothy J. Adams, Mayor

**APPROVED AS TO FORM AND
SUFFICIENCY:**

Elissa D. Levan, City Attorney

**CABLE FRANCHISE AGREEMENT
BETWEEN THE CITY OF BOWIE, MARYLAND
AND COMCAST OF MARYLAND, LLC**

Date: _____

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EXHIBITS

Exhibit A: Institutional Network Settlement Agreement

Settlement Exhibit 1 –Participating Municipalities

Settlement Exhibit 2 – List of 186 Sites

Settlement Exhibit 3 – Maintenance Standards

Settlement Exhibit 4 – Annual Fees for CNET

Settlement Exhibit 5 – Cable Modem Locations and Pricing

Exhibit B: List of Public Buildings

Exhibit C: Participating Municipalities

Exhibit D: Line Extension Policy

Exhibit E: PEG Channel Listing

Exhibit F: PEG Origination Points

Exhibit G: Customer Service Standards

Exhibit H: Performance Bond

Exhibit I: Form of Annual Report

Exhibit J: Form of Quarterly Report

THIS CABLE FRANCHISE AGREEMENT (the “Agreement”) is entered into as of this first day of July, 2023 (the “Effective Date”), by and between the City of Bowie, Maryland, a municipal corporation and a body corporate and politic under the laws of the State of Maryland (hereinafter sometimes referred to as the “City” or “Franchisor”), and Comcast of Maryland, LLC, a company duly organized and existing under the laws of the State of Maryland (hereinafter sometimes referred to as “Franchisee”).

WHEREAS, Franchisee has been operating a Cable System pursuant to a nonexclusive cable franchise granted in 1999 and has applied to the City to renew its nonexclusive franchise to own, construct, reconstruct, install, maintain, repair, extend and operate a cable system in the City, and the City desires to issue a renewal franchise to Franchisee under appropriate terms and conditions; and

WHEREAS, the City is a “local franchising authority” in accordance with Title VI of the Communications Act of 1934, as amended (*see* 47 U.S.C. §522(10)), and is authorized to grant one or more nonexclusive cable system franchises pursuant to Chapter 12—Cable Communications of the City of Bowie Code (Chapter 12 being hereinafter referred to as the “Cable Code”); and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein, including the terms and conditions for provision and maintenance of institutional network capacity as set forth in that certain Settlement Agreement between Prince George’s County, Md. Participating Municipalities and Comcast of Maryland, LLC for the Indefeasible Right of Use of Institutional Network Facilities, and Provision of Cable Modem Services, attached hereto as Exhibit A; and

WHEREAS, the City has identified the future cable related needs and interests of the City and its residents, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for constructing, maintaining, operating and repairing its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the City has relied on Franchisee’s representations regarding its financial, technical, and legal qualifications and its plans for installing, constructing, reconstructing, maintaining, operating, and repairing its Cable System; and

WHEREAS, based upon Franchisee’s representations and information, the Bowie City Council has determined that, subject to the provisions of Cable Code, the terms and conditions set forth herein, and provisions of Applicable Law the renewing of the nonexclusive cable franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the City’s renewal of a cable franchise to Franchisee and Franchisee’s agreement to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usage set forth in the Cable Code are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: Any Channel on the Cable System set aside under this Agreement for public, educational, or government use in accordance with Applicable Law.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Applicable Law*: All federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations including, but not limited to, FCC resolutions, orders, rules, and regulations, the Cable Code, and all administrative and judicial decisions interpreting the same.

1.4 *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals and/or the transmission or retransmission of PEG Channels required by this Agreement.

1.5 *Cable Code*: Chapter 12, Cable Communications, of the City of Bowie Code, as amended from time to time.

1.6 *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6). If during the course of this Agreement any service is classified to be or not to be a "Cable Service" by a court of competent jurisdiction in a decision that constitutes a binding legal precedent on the City or Franchisee, or by the FCC in a decision that is binding on the City or Franchisee, then the term "Cable Service" as used in this Agreement shall be interpreted in accordance with such decision.

1.7 *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.8 *City Manager*: The City Manager of the City of Bowie, Maryland, or his or her designee.

1.9 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.10 *Complaint*: Complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy.

1.11 *Communications Act*: The Communications Act of 1934, as amended.

1.12 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies, operations, or management of a Person, the Cable System, or the Franchisee, including working control in whatever manner exercised, including, without limitation, working control

through ownership, management, debt instruments, or negative control, as the case may be, of a Person, the Cable System, or the Franchise. A rebuttable presumption of the existence of Control of, or a Controlling interest in, a Person shall arise from the beneficial ownership, directly or indirectly, by any Person or group of Persons acting in concert (other than underwriters during the period in which they are offering securities to the public) of five percent (5%) or more of voting interests or fifty percent (50%) or more of nonvoting interests of such Person. Control or Controlling interest as used in this Agreement may be held simultaneously by more than one (1) Person or group of Persons. Notwithstanding the preceding sentence, if one (1) Person owns a majority of the voting interests of a Person, the Cable System, or the Franchise, such owner shall be presumed to have sole Control of and to possess the sole Controlling interest in such Person, the Cable System, or the Franchise unless another Person exercises *de facto* control (as that term is defined under the precedents of the FCC) of the Controlled Person, the Cable System, or the Franchise, in which case such other Person also shall have Control and a Controlling interest.

1.12A *County*: Prince George's County, Maryland.

1.13 *Drop*: The cable or wire that connects the distribution portion of a Cable System to a Subscriber's premises.

1.14 *Economically and Technically Feasible*: Capable of being provided through technology that has been demonstrated to be feasible for its intended purpose, in an operationally workable manner and in a manner whereby the Cable System has a reasonable likelihood of being operated on reasonably profitable and commercially practicable terms.

1.15 *Educational Access Channel*: An Access Channel available for the use by educational institutions in, or for the benefit of, the Franchise Area as designated by the City.

1.16 *FCC*: The United States Federal Communications Commission, its designee, or any successor governmental entity thereto.

1.17 *FCC's 621 Order*: Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, MB Docket No. 05-311, Third Report and Order, 34 FCC Rcd 6844 (2019).

1.18 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to control. This includes, but is not limited to, severe or unusual weather conditions, pandemic, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, fire, flood, or other act of God, and sabotage.

1.19 *Franchise*: The franchise granted by this Agreement as defined in Section 12-2(B)(18) of the Cable Code.

1.20 *Franchise Area*: The territorial confines of the City, and any areas added or annexed thereto during the Term of the Franchise.

1.21 *Government Access Channel*: An Access Channel available for the use by the City and other governmental entities as may be authorized by the City.

1.22 *Gross Revenue*: Any and all cash, credits, property or consideration of any kind or nature that constitute revenue within the meaning of the Cable Communications Policy Act of 1984, as the same may be amended derived directly or indirectly by Franchisee or any Affiliate from the operation of the Cable System to provide Cable Service in the Franchise Area. The Parties acknowledge that Franchisee maintains its books in accordance with generally accepted accounting principles (GAAP). Disputes regarding the classification of revenue and other accounting issues shall be resolved based on Generally Accepted Accounting Principles (GAAP), provided that the Franchisor reserves its right to challenge Franchisee's interpretation of GAAP, and even if GAAP is properly applied that Franchisor reserves the right to challenge on the basis that such an interpretation is in conflict with 47 U.S.C. 542. Gross Revenue on bundled services will be calculated as provided in Section 7.5. Gross Revenue shall include all items permitted to be included in gross revenues for the calculation of franchise fees under Applicable Law, including, by way of example and description but not by way of limitation, the following: all Subscriber and customer revenues net of bad debts, including revenue for:

1.22.1 Basic Service, digital service tiers, pay per view services, video on demand services, expanded services and premium services;

1.22.2 all fees charged to any Subscribers for or in connection with any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation, broadcast fees, administrative fees, DVR fees, fees for program guides, fees for the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; cable franchise fee, PEG fee, and FCC regulatory fee pass through to Subscribers; fees for repair calls unless unrelated to the provision of Cable Service; fees for provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or otherwise;

1.22.3 revenues from the sale or lease of access channel(s) or channel capacity;

1.22.4 compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services via a Cable Service on the Cable System, such as a home shopping channel or a similar service, subject to the exceptions below;

1.22.5 Cable Service revenue generated by Franchisee or by any Affiliate through any means that have the primary effect of avoiding the payment of compensation that would otherwise be paid to the City for the Franchise granted in this Agreement and not as part of a legitimate business objective or venture independent of Cable Service;

1.22.6 a pro rata portion of all revenue derived by Franchisee or any Affiliate pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be

netted against advertising revenue included in Gross Revenue except as specifically provided herein.

Gross Revenue shall not include the following:

1.22.7 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System including professional service fees and insurance and/or bonding costs which revenues have been reflected in the Gross Revenues of Franchisee;

1.22.8 Bad debts written off by Franchisee in the normal course of its business, but reported as revenues; provided, however, that bad debt recoveries and adjustments to bad debt shall be properly reflected and included in Gross Revenue during the period collected or adjusted;

1.22.9 refunds, rebates or discounts made to Subscribers or other third parties, such as leased access providers, to the extent such refunds, rebates or discounts represent an actual refund or rebate of or a reduction in the price paid by Subscribers or other third parties;

1.22.10 for purposes of this Franchise, any revenues generated by services that are Non-Cable Services;

1.22.11 any revenue of Franchisee or any other Person which is received from the sale of merchandise through any Cable Service distributed over the Cable System, except for that portion of such revenue which is paid to Franchisee as a commission or a fee for cablecasting such programming;

1.22.12 revenue from the sale of Cable Service on the Cable System in a resale with respect to which the buyer is obligated to collect and pay a franchise fee to the County;

1.22.13 any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee from Subscribers and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.22.14 the provision of Cable Services to customers without charge, including, without limitation, the provision of Cable Services to public institutions as required or permitted herein, provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.22.15 sales of capital assets or sales of surplus equipment;

1.22.16 program launch fees and other programmer reimbursements to the extent such fees and reimbursements were not paid directly to Franchisee;

1.22.17 directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.22.18 investment income; and

1.22.19 agency commission fees for unaffiliated third party advertising sales agencies.

1.23 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.24 *Institutional Network or I-Net*: as it is defined under the Communications Act, 47 U.S.C. §531(f), means a communication network which is constructed or operated by the cable operator and which is generally available only to subscribers who are not residential subscribers.

1.25 *Liability or Liabilities*: Any and all charges, damages, expenses, penalties, fines, costs, claims, liabilities, obligations, debts, attorneys' and other fees of every kind and character, known and unknown, contingent or otherwise. Liability or Liabilities shall also mean any damage or loss to any real or personal property of, or any injury to or death of, any Person or the County or any Participating Municipality.

1.26 *Non-Cable Services*: Any service that does not constitute a Cable Service including, but not limited to, Information Services (except to the extent any Information Service is also a Cable Service) and Telecommunications Services.

1.27 *Non-Residential Subscriber*: A Subscriber other than a Residential Subscriber.

1.28 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and some weekend hours.

1.29 *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, pandemic, civil disturbances, power outages, telephone network outages, and severe weather conditions. Conditions that are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

1.30 *Participating Municipalities or Participating Municipality*: Those municipalities listed as such in Exhibit_C hereto and incorporated herein by reference (of which the City is one). Except where the context clearly provides or would require a contrary construction or interpretation, the term County shall include or mean Participating Municipality.

1.31 *Parties*: Comcast of Maryland, LLC and the City.

1.32 *PEG*: Public, Educational, and Governmental.

1.33 *PEG Channels*: Refers collectively to all Public Access Channels, Educational Access Channels, and Government Access Channels required by this Agreement.

1.34 *Person*: An individual, partnership, association, corporation, joint stock company, trust, limited liability company, organization, governmental jurisdiction, and any other form of entity, but such term shall not include the City.

1.35 *Plant Mile*: The length in miles or fractions thereof of strand-bearing or underground cable as measured on the right-of-way from pole to pole or from pedestal to pedestal.

1.36 *Public Access Channel*: An Access Channel available for public access programming.

1.37 *Public Benefit Corporation*: Any non-profit, tax exempt organization that has as a primary purpose the provision of services of an educational, health, civic, charitable, or similar nature within the City.

1.38 *Public Building*: Any facility (owned or leased) of the County or a Participating Municipality located in the County.

1.39 *Public Rights-of-Way or Public Right-of-Way*: The surface of, and the space across, in, over, along, above and below, any public street, highway, freeway, bridge, tunnel, park, parkway, land, path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, waterway, or similar property, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way utilized for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area which City rights-of-way, consistent with the purpose for which they were dedicated, may be utilized for the purpose of installing, operating, repairing, and maintaining a Cable System. Public Rights-of-Way also means any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use utilized for compatible uses and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Franchisee to the use for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Public Rights-of-Way shall not include any City buildings, structures, or other improvements, regardless of whether they are situated in a Public Right-of-Way. No reference herein to a Public Right-of-Way shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit the use of such property for the Franchisee's purposes hereunder, and Franchisee shall be deemed to gain only those rights to use such property as are properly in the City and as the City may have an undisputed right to give to Franchisee for the purposes of this Agreement.

1.40 *Region*: The area within the Washington, D.C. Designated Market Area ("DMA") as defined by the FCC.

1.41 *Resident*: Any occupant who resides in a residential dwelling in the City, including, without limitation, occupants of apartment houses, one- and two family dwellings, rooming houses, condominiums, town homes, nursing homes and mobile home parks.

1.42 *Residential Subscriber*: A Resident who is a Subscriber.

1.43 *Service Interruption*: The loss of picture or sound or the substantial deterioration thereof.

1.44 *Standard Installation*: Installations where the point of utility ingress at the customer's dwelling unit premises are within three hundred and fifty (350) foot drop distance of the nearest point of Franchisee's trunk and distribution system.

1.45 *Subscriber*: A Person who legally receives Cable Service over the Cable System, whether or not a fee is paid for that Service.

1.46 *System Outage*: A Service Interruption of at least 4 hours affecting more than 10% of Subscribers.

1.47 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.48 *Title VI*: Title VI of the Communications Act.

1.49 *Transfer*: shall mean any transaction subject to review under the Cable Code, subject to the following further clarifications:

1.49.1 any ownership or other right, title, or interest in a publicly traded corporation controlling the Franchisee or its Cable System shall not constitute a Transfer unless more than 50% of such ownership is transferred, sold, assigned, leased, or sublet, directly or indirectly; or

1.49.2 for the Franchisee, any ownership or other right, title, or interest cognizable under FCC regulations of fifty percent or more in an entity other than a publicly traded corporation controlling the Franchisee, its Cable System, or any person that is a cable operator of the Cable System (or in the Franchisee itself, if it is a publicly traded corporation) is transferred, sold, assigned, leased, or sublet, directly or indirectly, to an entity that does not presently control such entity other than a publicly traded corporation; or

1.49.3 there is any transfer of control of a Franchisee other than to an entity already under common ownership or control with Franchisee; or

1.49.4 the Franchise or Cable System, or control of the same is transferred to another entity other than to an entity already under common ownership or control with Franchisee; or

1.49.5 any change or substitution occurs in the managing general partners of a Franchisee, where applicable, other than to an entity already under common ownership or control with Franchisee; or

1.49.6 Franchisee, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the System directly or indirectly, in a manner that creates an adverse effect on system rates or services; *provided that*

1.49.7 Transfer shall not include transactions in which the Franchisee is reorganized within another corporation owned, owning, or commonly controlled with the Franchisee, if such transaction does not materially affect the ultimate control of the Franchisee or the sources and amounts of funds available to the Franchisee.

1.49.8 For purposes of this subsection 1.50, “control” includes actual working control in whatever manner exercised and is not limited to majority stock ownership. Control also includes direct or indirect control, such as through intervening subsidiaries.

1.50 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and of Applicable Law, the City hereby grants to Franchisee and Franchisee accepts from the City a Franchise with the right and privilege to own, construct, reconstruct, install, repair, operate and maintain a Cable System over, under, through, upon, across and along the Public Rights-of-Way within the Franchise Area, for the purpose of providing Cable Services. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed or conveyed by the grant of the Franchise by this Agreement. This Agreement and the Franchise granted in connection herewith grant no right or power not expressly provided herein, but shall not be read to prohibit Franchisee from offering any service over the Cable System that federal or state law authorizes by reason of the granting this Franchise, provided any requirements for State and City authorization or registration not inconsistent with federal and state law are satisfied.

2.2 *County and Participating Municipalities’ Regulatory Authority*. The Parties acknowledge that the Franchisee intends to provide Non-Cable Services by means of the Cable System. The Parties acknowledge that this Franchise does not encompass or reflect the full extent of the City’s authority over the Franchisee and, notwithstanding any provision hereof, the Parties reserve all of their rights under state and federal law regarding the scope of such authority. The Franchisee also acknowledges that, subject to state and federal law, the City has the authority to regulate the placement, construction, repair, and maintenance of physical facilities located in the Public Rights-of-Way, including the Cable System. Finally, nothing in this Franchise shall be deemed a waiver of any right or authority the City may have now or in the future with respect to: regulation of information services or telecommunications services; or the use of the Cable System to provide such services, *provided* nothing herein shall be deemed a

concession by Franchisee that such right or authority exists or may be exercised consistent with Applicable Law.

2.3 *Term:* This Agreement and the Franchise shall be effective as of the Effective Date and shall terminate ten (10) years from the Effective Date (the “Term”) unless terminated sooner or renewed in accordance with this Agreement or under Applicable Law. The Parties shall memorialize the Effective Date in writing.

2.4 *Grant Not Exclusive:* The Franchise and the rights granted herein to use the Public Rights-of-Way to provide Cable Services are not and shall not be exclusive, and the City reserves the right to grant other franchises, licenses, permits and authorizations to others to use or be in the Public Rights-of-Way, or any portions thereof, for cable services and cable systems, or for any other purpose, and to use said Public Rights-of-Way itself, during the term of the Franchise and any renewal or extension thereof. Any such rights which are granted shall not by their terms reduce or detract from the authority granted under the Franchise and this Agreement.

2.5 *Franchise Subject to Federal Law:* The Franchise and this Agreement are subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6 *No Waiver:* The failure of either party to this Agreement to exercise a right, require compliance or performance under this Agreement, the Franchise, or Applicable Law, or to declare a breach of this Agreement shall not be deemed to constitute a waiver of such right, or such compliance or performance, or of such breach, nor excuse a party from complying or performing in accordance with this Agreement, the Franchise, or Applicable Law, unless such right, performance, or breach has been specifically waived in writing.

2.7 *Effect of Acceptance of Franchise:* By accepting the franchise granted by the City and by entering into this Agreement, Franchisee:

2.7.1 Except as may be otherwise provided in this Agreement, shall comply with the provisions of the Cable Code and this Agreement, subject to Subsection 2.10.1;

2.7.2 Acknowledges and accepts the City’s legal right to grant the Franchise and to enter into this Agreement, and to enact and enforce laws, ordinances, rules, and regulations related to the Franchise and the operations contemplated therein;

2.7.3 Acknowledges and agrees that the Franchise has been granted, and that this Agreement has been entered into, pursuant to processes and procedures consistent with Applicable law, and that Franchisee will not raise any claim to the contrary, or allege in any claim or proceeding against the City or which may affect the City that any provision, condition, or term, of the Cable Code, of any law or ordinance granting the Franchise, or of this Agreement, at the time of acceptance of the Franchise, was or is arbitrary, unreasonable, or void, or that the City had no power or authority to make or enforce any such provision, condition, or term;

2.7.4 Agrees solely in the unique context of this Franchise that any costs incurred by or on behalf of the Franchisee or its Affiliates (i) associated with the provision of support for PEG access or activities and/or (ii) associated with the provision of support or

activities in connection with or relating to the I-Net or any I-Net related activities, will not constitute franchise fee payments within the meaning of 47 U.S.C. § 542 or otherwise except as may be compelled by law and subject to Section 2.12 herein.

2.8 *Incorporation of Cable Code:* The Cable Code as of the Effective Date shall be and is incorporated herein by reference except that to the extent there is a conflict between the terms of the Code and this Franchise, the terms of this Franchise shall control. All Parties agree that there is no limitation on the Franchisor to enforce right-of-way rules and regulations consistent with Applicable Law.

2.9 *Limitation of City Liability:* In any proceeding involving any claim against the City, or any other governmental entity, or any elected official, official, member, employee, or agent thereof, arising from a decision of approval or disapproval with respect to a grant, renewal, revocation, transfer, or amendment of the Franchise, or from any change in the Cable Code or law, ordinance, rule, or regulation affecting the Franchisee or the Cable System, any relief, to the extent such relief is required or granted, shall be limited to equitable, injunctive and/or declaratory relief. Franchisee shall notify the City in writing if it applies for or seeks any waivers, exceptions, or declaratory rulings affecting the Cable System from the FCC or any other federal, state, or local regulatory agency.

2.10 Construction of Agreement:

2.10.1 The provisions of this Agreement shall be liberally construed to effectuate their objectives. Any amendments to the Cable Code after the Effective Date (other than amendments that constitute an exercise of police power covered by Section 2.11 below) shall be consistent with state and federal law, and shall not abrogate any contractual rights of Franchisee contained herein or otherwise alter any of Franchisee's material rights, benefits, obligations or duties specified in this Franchise or impose any new obligations or duties.

2.10.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.11 *Police Powers:* Nothing in this Agreement shall be construed to limit the lawful exercise of the City's police powers. However, if the lawful exercise of the City's police power results in any material alteration of the terms and conditions of this Agreement, then the Parties shall modify this Agreement to the mutual satisfaction of both Parties to permit the Franchisee to comply with such exercise of police power with as little adverse impact on the Franchisee as possible. Any modifications shall be in writing. .

2.12 *Offsets Against Franchise Fees.* With respect to any franchise requirement that Franchisee believes must be treated as a franchise fee under Applicable Law, this Franchise and contemporaneous agreements between the Parties identify those requirements and describes how the Parties will treat those requirements.

2.12.1 Provided, nothing in this Franchise relieves Franchisee of any obligation it may have to reduce franchise fees collected or PEG fees collected, or to refund money to subscribers where an offset reduces the franchise fee being paid by Franchisee, or prevents City from enforcing any duty to pay refunds if such duty exists.

2.12.1.1 If a change in law, or decisions of agencies or courts binding on the Parties requires that other franchise requirements be treated as franchise fees, Franchisee will identify the requirements and the value of the requirements at least 120 days prior to taking any offset. Nothing herein prevents the City from disputing the treatment of any requirement.

2.12.1.2 The Parties may also agree upon such alternative performance as may be mutually agreeable.

2.13 The Parties may pursue any remedies available at law or equity to (1) determine whether an offset is required with respect to a franchise requirement identified by Franchisee and the proper amount of an offset; and (2) recover any offsets that are determined to have been improperly taken.

3. PROVISION OF CABLE SERVICE

3.1 *Density Requirement:* Franchisee shall make Cable Service available to residential dwelling units in all parts of the Franchise Area meeting the minimum density requirements set forth herein. Franchisee may make Cable Service available to businesses in the Franchise Area at its discretion.

3.2 Line extensions will be provided without additional charge, other than for new developments as addressed in 3.2.1 below, where the average density of the new extension is equal to or greater than twenty (20) residential dwelling units per strand mile and the homes are within 350 foot drop distance of the proposed distribution plant path; measuring mileage and units from the nearest point from active Cable System trunk or feeder plant (Starting Point) to the closest point (in distance from the starting point) from which a location may be served with a drop (Ending Point), usually the point of vehicular egress and access to the location.

3.2.1 For new developments where density will exceed the minimum density requirements set forth above, Franchisee will extend service at the same time as other utilities are placed for the development, except where it is denied reasonable access to the development or where timely notice is not provide to Franchisee.

3.2.2 In other cases, Franchisee will commence Cable System construction to such area within six (6) months of the earlier of: (1) receiving notice and verification that the density requirement has been met, or (2) after receiving a request for service, and determining that density standards are now satisfied. Construction will be completed within a reasonable period of time considering the nature of the work required. Franchisee shall not be in non-compliance for delays caused by additional time required for permits, pole make-ready work, easement negotiations or other factors outside its control.

3.3 *Line Extension to Low Density Areas:* Franchisee shall extend Cable Service to potential Subscribers upon request where the density standards of Section 3.2 are not satisfied in accordance with the terms and conditions of the Line Extension Cost Sharing Formula attached hereto as Exhibit D which Exhibit D is incorporated herein by reference. The City may require Franchisee to verify the actual cost of the extension versus the estimated cost to determine whether refunds are due to or under-collections are due from the participating customers.

Franchisee shall also extend service if City, or any other governmental authority, agrees to pay the cost of the extension that a customer would be required to bear under the Line Extension Cost Sharing Formula.

3.4 *Availability of Cable Service:* Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee provides Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a Standard Installation charge, all Residential Subscriber dwelling units that are within three hundred and fifty (350) feet drop distance of trunk or feeder lines not otherwise already served by Franchisee's Cable System. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual additional costs incurred for Residential Subscriber dwelling unit connections that exceed three hundred and fifty (350) feet drop distance and actual costs incurred to connect any Non-Residential Subscriber unit.

3.5 *Cable Service to Public Buildings:* Franchisee will provide service to Public Buildings designated in Exhibit B as provided below. Franchisee must provide one hundred twenty (120) days' notice of any location where it intends to charge for service or equipment, so that the County or a Participating Municipality may notify Franchisee to suspend service and take such other steps as may be appropriate under Applicable Law. The foregoing applies only to the extent federal law and the FCC's 621 Orders classify courtesy service as franchise fees or otherwise prohibit courtesy services. In the event that the Communications Act or subsequent FCC Orders provides that the County or a Participating Municipality may require complimentary services, facilities or equipment at no charge, or at a lower charge, it may request the same in accordance with this paragraph and Exhibit B upon no less than one hundred twenty (120) days' notice to Franchisee.

3.5.1 Franchisee shall provide Basic Service and reception devices (converter boxes or digital television adapters if required) to each Public Building as set forth in the attached Exhibit B. Additional tiers of service and devices may be purchased at the County's or a Participating Municipality's discretion. The County or a Participating Municipality may substitute a location on Exhibit B with a new service location so long as that location is within three hundred (300) feet drop distance of existing trunk or feeder lines. If it is necessary to extend Franchisee's trunk or feeder lines more than three hundred (300) feet drop distance from the serving terminal, solely to provide Service to any such Public Building, the County or a Participating Municipality shall pay for, or require the owner of the Public Building to pay for, such extension in excess of three hundred (300) feet drop distance, shall release Franchisee from the obligation to provide Service to such Public Building, or postpone Franchisee's obligation to provide Service to such Public Building.

3.5.1.1 The first service drop for each site that is within 300 feet of the feeder or distribution line shall be installed at no charge.

3.5.1.2 Each Public Building served pursuant to this section shall be entitled to one service outlet activated for Basic Service. Additional outlets may be installed subject to standard fees for additional outlets. The Parties recognize that this service obligation only pertains to the standard digital basic channels offered by Franchisee and does not include any pay per view services or similar premium or on-demand services.

3.5.1.3 Franchisee will provide up to three converters or other equipment necessary to enable viewing of the activated service per Public Building.

3.5.2 The County and Participating Municipalities, or the owner of the Public Building if another entity, shall be responsible for the cost of any “terminal equipment,” including TV monitors, VCRs, or computers.

3.5.3 The Franchisee shall be permitted to recover from any building owner entitled to service under this section the direct cost of installing, when requested to do so, more than one (1) outlet or concealed inside wiring or a service outlet requiring more than three hundred (300) feet of drop cable even if the service must be provided at no charge.

3.5.4 The cost of inside wiring, additional drops or outlets, and additional converters requested by the owner of a Public Building within these specified Public Buildings, including those drops or outlets in excess of those currently installed, are the responsibility of the owner of the Public Building. If the owner of a Public Building requests the Franchisee to provide such services or equipment, the owner of the Public Building will pay the Franchisee for those costs.

3.5.5 If there is a change in the Franchisee’s technology that affects the ability of the Public Buildings to receive the services set forth in this section, the Franchisee shall be required to replace, at the Franchisee's expense, all the digital converters provided to the Public Buildings as required in sub-subsection 3.5.1 in order to ensure continued reception of services.

3.6 If it is Economically and Technically Feasible to do so, Franchisee at its option may deliver the services it would be required to deliver under this Section to points designated by the City in an IP format, and permit the City to distribute those signals to Public Buildings that would be eligible to receive such services. City shall notify Franchisee as to each Public Building to which service is redistributed, and as to that building, Franchisee shall have no further obligation to provide the services or equipment required by Section 3.5.1 directly to that Public Building.

3.7 *Service and Programming Enhancements:* If the Franchisee or an Affiliate provides a new Cable Service, or substantially more Cable Services, on a commercially deployed basis in the Region, then the Franchisee, within eighteen (18) months, shall provide comparable Cable Services to and in the Franchise Area, unless the Franchisee reasonably determines and demonstrates in writing to the City that doing so would not be Economically and Technically Feasible or that there is insufficient Subscriber demand for such Cable Service.

4. SYSTEM OPERATION

4.1 Cable System Tests:

4.1.1 City may require Franchisee to conduct tests of the Cable System to assess compliance with applicable FCC technical standards:

4.1.1.1 if City or Franchisee receive complaints about signal quality that may be indicative of non-compliance with technical standards; or

4.1.1.2 based on City's own testing, or on reports submitted by Franchisee; or

4.1.1.3 on new or rebuilt portions of the Cable System.

4.1.2 Tests will be conducted in a manner consistent with industry standards. If the tests show that any portion of the Cable System is not compliant, Franchisee will promptly seek to identify the cause of the non-compliance, and take such steps as may be necessary to ensure that the Cable System does comply, and retest to confirm compliance. A report of the test, noting errors found and corrected, and reporting pre-correction and post-correction results, will be submitted to City within thirty (30) days of the completion of the test.

4.1.3 Franchisee will retain records of tests it performs on the Cable System (whether or not required by the City) and provide copies of those tests on request.

4.1.4 Under Normal Operating Conditions Franchisee will notify the County within 2 hours of any outage that affects more than 500 subscribers if the outage cannot be resolved within 24 hours. Franchisee's notice shall include the cause of the outage, the number of nodes and subscribers and geographic areas affected, and when service was restored. Such notice shall be provided as soon as possible, but no later than 24 hours when not under Normal Operating Conditions

4.2 City Rights to Observe and Perform Tests.

4.2.1 The City shall have the right to witness and/or review all required tests. Franchisee shall provide the City with at least two (2) business days' notice of, and opportunity to observe, any City-required tests performed on the Cable System.

4.2.2 City shall have the right to conduct tests on the Cable System, which test may be subjective, objective or both, with the County bearing its own expenses. Franchisee will cooperate with City in the conduct of those tests. City will provide Franchisee at least ten (10) business days' notice of any test that requires it to attach a device to portions of the Cable System other than the drop at a Public Building service location.

5. **SYSTEM FACILITIES**

5.1 *System Characteristics:* Franchisee's Cable System shall meet or exceed the following requirements:

5.1.1 Shall be designed with an initial analog and digital carrier passband between 50 and 860 MHz;

5.1.2 Shall be designed to be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service;

5.1.3 Shall have a modern design when built, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the term of this Franchise;

5.1.4 Shall have protection against outages due to power failures, so that back-up power is available at a minimum: for 24 hours at each headend and at all hubs; and for no less than two hours at each power supply site other than headend and hubs. Franchisee will conduct ongoing monitoring of power supplies;

5.1.5 Shall be comprised of facilities and equipment of good and durable quality, generally used in high-quality, reliable Systems of similar design;

5.1.6 Shall have personnel, facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Subsection 5.1.16;

5.1.7 Shall have personnel, facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time;

5.1.8 Shall have facilities and equipment designed to be capable of continuous twenty four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event;

5.1.9 Shall have facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a Subscriber;

5.1.10 Shall have facilities and equipment designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public;

5.1.11 Shall have available sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable Franchisee to substantially comply with Applicable Law, including applicable customer service standards and including requirements for responding to System Outages;

5.1.12 Shall have all facilities and equipment and qualified technical personnel available as required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve System problems. Upon request, Franchisee shall provide the City with available copies of its Cable System maintenance and quality control plan; provided, this requirement does not prevent Franchisee from designating such materials as confidential in accordance with Section 9;

5.1.13 Shall, if applicable, have antenna supporting structures (i.e., towers) and all wireless facilities that are part of the Cable System designed in accordance with all applicable state and local building codes, as amended, and shall be painted, lighted, erected and

maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the FCC, and all other applicable codes and regulations;

5.1.14 Shall have all facilities and equipment available to ensure it will transmit or cablecast PEG signals in substantially the same form that the signal was received without substantial alteration or deterioration. All closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning;

5.1.15 Shall provide parental control capability over the use of Cable Services on the System, provided, however, that Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls;

5.1.16 Shall conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards which the City is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

5.1.16.1 Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

5.1.16.2 National Electrical Code;

5.1.16.3 National Electrical Safety Code (NESC);

5.1.16.4 Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;

5.1.16.5 Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and

5.1.16.6 The Building Code of the City, as amended.

5.1.17 Shall include optional equipment so that any pay-per-view programming can only be activated by the positive action of a Subscriber using, for example, a personal identification number or other individual selection procedure; and

5.1.18 Shall comply with all requirements of Applicable Law, including, but not limited to, the Americans with Disabilities Act. Franchisee shall comply with FCC rules on transmission of closed captioning for the hearing-impaired. For hearing-impaired Subscribers, Franchisee shall provide information concerning the cost and availability of equipment to facilitate the reception of all Basic Services for the hearing impaired. In addition, Franchisee must provide information (upon request) regarding TDD/TTY (or equivalent) equipment, and a publicly listed telephone number for such equipment, that will allow hearing impaired Subscribers to contact Franchisee.

5.2 *Status Monitoring.* Status monitoring capability shall be a feature of the electronics in the Cable System and of the backup power in the Cable System set forth in 5.1.4 of this Agreement.

5.3 *Equipment Compatibility:* Franchisee shall comply with all FCC regulations regarding scrambling or other encryption of signals, Subscriber premises equipment, equipment compatibility, and facilities and equipment that permit Subscribers to fully utilize the capabilities of consumer electronic equipment while receiving Cable Service. FCC regulations governing compatibility with consumer electronics equipment, as they may be amended from time to time, including, but not limited to, 47 C.F.R. § 76.630, are incorporated herein by reference.

5.4 System Maintenance:

5.4.1 Franchisee shall, when practicable, schedule and conduct maintenance on the Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of Franchisee's Cable System. Franchisee shall provide reasonable prior notice to Subscribers and the City before interrupting service for planned maintenance or construction, except where such interruption is expected to be two (2) hours or less in duration or between the hours of 12:00 a.m. to 6:00 a.m. (which is Franchisee's maintenance window). Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

5.4.2 Consistent with best practice in the industry, Franchisee must regularly inspect its Cable System to ensure the Cable System complies with all applicable safety codes; all equipment cabinets are closed, locked and in good condition; and all wiring, cable and equipment is neatly placed. Franchisee will have a process for investigating reports from the City regarding locations needing repair and shall confirm completion of the repair in a timely manner.

5.4.3 Franchisee must remove portions of the Cable System no longer in use. This obligation includes the need to remove abandoned main boxes and pedestals, and to repair or replace damaged facilities. Franchisee may request that it be permitted to abandon underground facilities in place in lieu of removal, and Franchisor may grant such request, subject to appropriate conditions.

5.4.4 Failure to maintain the System as outlined above could result in penalties as provided by law and this Agreement, or the City may elect to remove abandoned equipment should Franchisee fail to act within Thirty (30) days of notice. In the event that the City must act, it may recover all reasonable fees from the Performance Bond provided herein.

5.5 Offices:

5.5.1 Franchisee shall maintain two (2) offices, operating during Normal Business Hours, that are geographically dispersed throughout the County to best serve the distribution of customers, and at which Franchisee shall receive and resolve complaints, including without limitation those regarding service, equipment malfunctions, exchanges and billing and collection disputes, and at which customers may make payments and drop off equipment. As an alternative to taking customer payments and equipment at Franchisee's offices

Franchisee may contract with third-party payment centers for the purpose of taking customer payments and equipment. Nothing in this section shall require Franchisee to relocate any office from its location as of the Effective Date.

5.5.2 Upon thirty (30) days written notice to the City, Franchisee reserves the right to relocate any existing office within the County so long as such local office locations satisfy the standards set forth below.

5.5.3 Franchisee affirms its commitment to locate its stores or third-party service locations geographically in such a way to ensure its customers have convenient access regardless of income or neighborhood demographic and based on non-discriminatory business considerations such as historical foot-traffic patterns, availability of retail space at acceptable pricing, proximity to public transportation options, and similar business factors.

5.5.4 Franchisee shall provide prepaid mailers to customers to receive or return equipment. Franchisee shall provide free pick up and drop off in Prince George's County for customers who identify themselves as having mobility issues.

5.5.5 Franchise must have reasonable procedures in place that permit the customer, without additional cost, to conduct any business that could have been conducted at customer service office(s) by telephone and/or online.

5.5.6 After the fifth anniversary of this Franchise, at the request of Franchisee, the Parties shall negotiate in good faith a possible reduction in the number of offices to one (1) taking into consideration the level of foot traffic at the closing office, the availability of third-party service locations, and the ability to comply with 5.5.3 above.

5.6 Interconnection:

5.6.1 The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area at suitable locations as determined by the Franchisee for PEG channel sharing purposes. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.6.2 At the request of the City, the Franchisee shall, to the extent permitted by Applicable Law and its contractual obligations to third parties, use every reasonable effort to negotiate an interconnection agreement with any other franchised cable system in the County or any Participating Municipality for the sharing of the PEG Channels on the Cable System, and shall interconnect on reasonable terms subject to full reimbursement of the Franchisee's costs.

5.6.3 The Franchisee shall in good faith cooperate with the City in implementing interconnection of the PEG signals with communications systems beyond the boundaries of the City at no cost to the Franchisee. Interconnections existing as of January 1, 2022, will continue to be provided.

5.7 Emergency Alert System:

5.7.1 The Franchisee shall install and thereafter maintain for use by the City an Emergency Alert System ("EAS") consistent with State and regional EAS requirements.

5.7.2 This EAS shall at all times be operated in compliance with FCC requirements. Subject to the foregoing, the EAS shall be activated by a representative of the City through the State and regional EAS system, without the assistance of the Franchisee, for emergency broadcasts in the event of a civil emergency or for reasonable tests.

5.7.3 The City will provide reasonable notice to the Franchisee prior to any test use of the EAS. The Franchisee shall cooperate with the City in any such test.

5.8 *Home Wiring:* Franchisee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Prior to a Subscriber's termination of Cable Service, the Franchisee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions are consistent with FCC standards. The Franchisee may require a reasonable indemnity and release of liability in favor of the Franchisee from a Subscriber for wiring that is installed by such Subscriber.

6. PEG SERVICES

6.1 PEG Channels

6.1.1 Generally. The term "County" when used in this Section to refer to an entity, does not include the Participating Municipalities. Subject to the other provisions of this Section, Franchisee will deliver to every Subscriber eight (8) County-wide standard definition (SD) PEG Channels for PEG use by the County, and up to three (3) SD PEG Channels for PEG use for each Participating Municipality (the Narrowcast PEG Channels) in accordance with subsection 6.1.2, below. High definition (HD) channels will be made available as provided in Section 6.1.3. County-wide channels shall be carried in incorporated and unincorporated areas of the County. Narrowcast PEG Channels will be distributed to customers within a Participating Municipality's jurisdiction. In addition to the eight County-wide SD Channels, the County may also distribute Narrowcast PEG Channels in unincorporated areas, and may also program Narrowcast PEG channels within a Participating Municipality when the channel is not being used by that Participating Municipality with the consent of the Participating Municipality, so long as the programming does not duplicate programming already shown on another PEG channel in the County. The County or any Participating Municipality may designate a Public Benefit Corporation or other third party, non-profit entity to manage any of the PEG channels. The entity that manages a PEG channel, whether a Franchisor or some other entity, is referred to as a "PEG Provider."

6.1.2 SD Narrowcast PEG Channels.

6.1.2.1 A Participating Municipality may continue to program the number of SD Narrowcast PEG Channels, up to three (3), that it programs as of the Effective Date of this Agreement, as documented in Exhibit E hereto.

6.1.2.2 A Participating Municipality who as of the Effective Date of this Agreement has not activated a Narrowcast PEG Channel may require Franchisee to make available one (1) activated SD Narrowcast PEG Channel within its jurisdiction and any required return line and equipment required to transport the PEG programming from the point where the signal will originate, within one hundred and eighty (180) days of a written request therefor and consistent with the requirements with this Section. Except for feed lines for the one (1) activated SD channel identified above, costs for return feeds shall be as set forth in Section 6.1.10 below.

6.1.2.3 A Participating Municipality that is not programming three SD Narrowcast PEG Channels as of the Effective Date of this Agreement may request to program additional SD Narrowcast PEG Channels (up to the maximum of three). The channel must be activated, within one hundred and twenty (120) days of a written request, so long as existing return feeds and equipment can support the Narrowcast PEG Channel, and within 180 days in the event the existing return feeds and equipment cannot support the additional Narrowcast PEG Channel. Costs for return lines shall be as set forth in Section 6.1.10 below.

6.1.3 High Definition (“HD”) PEG Channels Signals.

6.1.3.1 Any HD PEG channels being carried as of the Effective Date will continue to be provided as listed in Exhibit E hereto. The SD version of any PEG channel carried in HD may be discontinued upon 30-days’ notice to the County, the City (in the case of any City PEG Channels), and customers.

6.1.3.2 The County may require Franchisee to provide up to three County-wide HD channels, all of which shall be controlled by the County. The first two County-wide HD channels were launched prior to the Effective Date. The third County-wide HD channels may be requested at any time after the Effective Date provided that Franchisee shall have 90 days from the County’s notice to launch the channel. All Parties agree that Franchisee shall have 180 days to launch the channel if a fiber build is required,

6.1.3.3 Each Participating Municipality may require Franchisee to carry one Narrowcast HD PEG Channel. The Narrowcast HD Channel may be requested at any time. A second Narrowcast HD PEG Channel may be requested any time six months after the Effective Date of this Franchise. Franchisee must begin carrying the Narrowcast HD PEG Channel within 90 days of a written request therefore, or 180 days if a fiber build is required. The SD version of the channel may only be discontinued by Franchisee following 30-days’ notice to the Franchisor and subscribers.

6.1.4 Responsibility for Content; Provision of Signal to Franchisee. The County will provide the content that will be carried on the County-wide PEG Channels, and each Participating Municipality will provide the content carried on the Narrowcast PEG Channels.

6.1.5 Additional HD PEG Channels. Franchisee agrees that it will provide additional HD PEG Channels if it is providing all Basic Service channels (other than PEG Channels) in a higher definition format than SD. Then, at either Party’s option, all PEG channels may also be made available in HD and the Franchisee may cease carriage of the remaining SD PEG channels. In the event Franchisee discontinues providing SD channels, the PEG channel

obligation shall not exceed eight (8) County-wide HD channels and three (3) Narrowcast HD PEG channels per Participating Municipality.

6.1.6 Franchisee's Right To Reclaim PEG Channels. As required by the Communications Act, the County and Participating Municipalities will permit Franchisee to use any activated PEG channel when it is not being used for PEG programming. Franchisee shall give the County or Participating Municipality at issue written notice that it believes a channel is substantially unused. The County or Participating Municipality will respond within 60 days either verifying that the channel is substantially unused and may be reclaimed by Franchisee or to present a plan for commencing substantial utilization of the channel within the next 30 days. Franchisee reserves the right to utilize for its own purposes any portion of non-activated PEG Channels in its discretion. The County or a Participating Municipality, upon no less than ninety (90) days' notice, may elect to reclaim and utilize such PEG Channels, or the portion being used by Franchisee for their intended purpose, which notice shall briefly explain how the channel, or portion being reclaimed, will be used.

6.1.7 Provision of PEG Channels To All Subscribers. PEG Channels shall be provided as part of the basic tier of service so long as there is a basic tier to which each Subscriber must subscribe, and otherwise, shall be delivered to every Subscriber without any additional fee or charge in addition to the fee or charge the subscriber is paying for the commercial Cable Services the Subscriber receives. PEG Channels shall require no equipment other than the equipment used by a Subscriber to receive commercial Cable Services. Provided, that if a Subscriber does not have the equipment necessary to receive commercial Cable Services in HD, Subscriber will not be able to view PEG Channels in HD without buying or leasing the appropriate HD equipment and subscribing to HD service.

6.1.8 Channel Delivery Requirements. Each PEG Channel from the point of delivery to Franchisee shall be delivered to Subscribers without material degradation so that each PEG Channel is as accessible, recordable, viewable and available in the same resolutions and at a quality equal to the quality of the primary signal of local broadcast stations carried on the System; provided, Franchisee is not required to deliver a signal in a higher quality format than is delivered to the Franchisee. Franchisee may implement HD carriage of PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the Cable System.

6.1.9 PEG Channel Assignments. The Franchisee shall carry the programming on each of the respective PEG Channels as indicated in Exhibit E with the existing channel assignments. The Franchisee shall use its best efforts to provide HD PEG Channels with channel assignments that are consecutive or near consecutive, and near other local HD Channels or if that is not possible, that are in the lowest available HD Channel sequence. The Franchisee shall not arbitrarily or capriciously change such channel assignments, and the Franchisee shall minimize the number of such changes; provided, however, that the Franchisee may change such channel assignments as it deems appropriate so long as the Franchisee: (i) gives the access channel programmer forty-five (45) days' notice of such change; (unless commercially impracticable); (ii) provides notices of the change in at least two monthly subscriber bills, one of

which must be in advance of the change, and the second promptly after the change; and (iii) reimburses the Franchisors the following amounts to defray the costs incurred for making logo and other changes necessitated by channel designation changes and public awareness of new channel numbers: \$10,000 to the County for each County-wide PEG Channel relocated and \$2,000 to each Participating Municipality that is programming an affected narrowcast PEG channel for each channel it is programming, with a cap of \$70,000 for channel relocations occurring at the same time. If the cap would be exceeded applying the formula above, a maximum of \$35,000 would go to the County, with the remainder going to the Participating Municipalities, and divided pro rata among the Participating Municipalities who are programming affected PEG channels.

6.1.10 Connection to System from PEG Origination Points.

6.1.10.1 General obligations.

(A). The location where the Franchisee receives a PEG signal from a PEG Provider is a “PEG Origination Point.” The PEG Origination Points are set forth in Exhibit F. The connections from the PEG Origination Points are “PEG Return Feeds,” and may be comprised of video encoders or a similar device that places the PEG signal on the connection, network transport equipment, fiber optic links, a decoder or similar device that allows the PEG signal to be inserted for downstream transmission to subscribers, and related components. The demarcation point at which a PEG Provider provides a PEG signal to the Franchisee is referred to as the “PEG Signal Handoff.” For PEG Return Feeds provided by Franchisee, the PEG Signal Handoff is the input of the encoder or similar device. Franchisee is responsible for providing, maintaining and upgrading as necessary connections from PEG Origination Points to the Franchisee’s headend or other point where the PEG signals are inserted on the proper channels for downstream distribution to Subscribers, subject only to the provisions of this Section 6.1.10. This obligation requires Franchisee to take such steps as may be necessary so that the signals provided to Franchisee at the PEG Origination Points can be delivered to Subscribers in compliance with Section 6.1.8. PEG Providers are responsible for the provision, quality and content of the signal delivered to the PEG Signal Handoff. This includes, without limitation, upgrades that may be required so that the connection supports HD signals. The Parties believe all existing PEG Origination Points and PEG Return Feeds are listed in Exhibit F, but the Parties intend that Exhibit F will be amended to include any PEG Return Feeds or PEG Origination Point that existed prior to the Effective Date.

(B). At each PEG Origination Point as set forth in Exhibit F, Franchisee shall provide and maintain a sufficient number of encoders and decoders or similar devices for the receipt of PEG signals from PEG Providers as necessary to provide simultaneous connections for all signals delivered to Franchisee at that PEG Origination Point. Franchisee shall incur no costs for space or utilities necessary for the location and operation of its equipment at a PEG Origination Point.

6.1.10.2 Payment for PEG Return Feeds

(A). PEG Return Feeds as set forth in Exhibit F, and any sites added as of the Effective Date of this Agreement, will be provided, maintained and upgraded at no cost to the PEG Providers except that, for so long as federal law requires maintenance costs associated with such lines to be treated as a franchise fee, Franchisee may invoice PEG Providers for its actual cost of maintenance of the return line which costs shall not exceed \$2,500 per return line per year. A PEG Return Feed, for purposes of the maintenance fee, does not include any facility maintained under an I-Net agreement with the Franchisor.

(B). If a PEG Provider moves its PEG Origination Point, or adds additional PEG Origination Points beyond those provided for in subsection (A) or Exhibit F, Franchisee shall provide a connection to the new PEG Origination Point upon request. Franchisee may charge the requesting PEG Provider its construction costs for relocating or adding the PEG Return Feeds, not including the cost of providing and installing encoders and decoders or similar devices, which costs shall be borne by Franchisee. The PEG Provider may also elect to provide a PEG Return Feed itself, as contemplated in Section 6.1.10.3.

(C). Where Franchisee may charge for the PEG Return Feed, prior to commencing construction of the PEG Return Feed, it will provide an estimate of the cost of construction to the requesting Franchisor, and shall promptly commence and complete construction of the PEG Return Feed if the Franchisor agrees to pay for the connection and agrees to provides payment within 30 days of submission of an itemized invoice following the completion of the construction.

(D). If Franchisee determines that a PEG Return Feed must be relocated or a new PEG Return Feed must be provided, or if equipment must be changed because of an action or omission of the Franchisee, in each instance Franchisee will provide the relocated or new PEG Return Feeds and associated equipment.

6.1.10.3 A PEG Provider may elect to use their own network links (for example, the Institutional Network or County owned fiber) to transport PEG signals to Franchisee as follows:

(A). For purposes of this Section 6.1.10.3, the PEG Signal Handoff Point is the output of the decoder or similar device located at the Franchisee's headend or other insertion location agreed upon by the Parties.

(B). Franchisee will provide a grant to allow the County or Participating Municipality to purchase the encoders and decoders necessary to support the simultaneous provision of each PEG signal on their own network links to a PEG Signal Handoff Point within the Franchisee's headend or other insertion

location mutually agreed upon by the Franchisee and the PEG Provider in an amount not to exceed one-half of the actual cost of the encoders and decoders, up to a maximum of \$2,500 per PEG Channel. Encoders and decoders must be compatible with Franchisee's equipment. In the event a Participating Municipality covered by 6.1.2.3 elects to use their own network link to transport PEG signals as set forth in this Section 6.1.10.3 for its first PEG Origination Point, then the Franchisee shall offset the cost of the encoder/decoder up to a maximum of \$5,000 per device. However, the PEG Provider will be responsible for the configuration, management, maintenance and replacement of the encoder/decoder consistent with Section 6.1.10.3(C) below.

(C). PEG Providers, including those covered by this Section 6 that choose the technical solution set forth in Section 6.1.10.3, shall be responsible for the configuration, management, maintenance, replacement and monitoring of the encoders, decoders, and related components to the PEG Signal Handoff Point in the solution, as set forth in Section 6.1.10.3(A). Franchisee is responsible for the same beyond the PEG Signal Handoff Point.

6.1.10.4 The standard format currently being used by Franchisee, Internet Protocol (IP) streaming of PEG signals via standards-based Ethernet interfaces, supporting HD-SDI inputs and outputs with embedded audio to support input and output of PEG signals, is acceptable to the Franchisor. This paragraph does not prohibit Franchisee from altering encoders, decoders or similar equipment, or the PEG Return Feeds it provides over the term of the Franchise, provided other requirements of this PEG section are satisfied.

6.1.10.5 In addition to the encoders and decoders provided herein, Franchisee will provide four additional pairs of encoders/decoders, in total, to be utilized by the PEG Providers. The PEG Providers shall be responsible for the configuration, management, maintenance, replacement and monitoring of these four pairs of encoders/decoders.

6.1.11 Producer Agreement. The Franchisors shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee, Franchisors, and any responsible educational institution from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or User; and for any other injury or damage in law or equity that results from the use of a PEG facility or Channel.

6.1.12 Program Guide.

6.1.12.1 If a program guide or menu is managed by Franchisee, Franchisee will take the necessary steps so that PEG Channels and individual programs shall be listed on channel guides and menus in the same detail as for the primary signal of local broadcast

channels, provided that, to the extent that the same Channel number is used to "narrowcast" different programming in different communities, program listings will only be provided to the extent it is Economically and Technically Feasible to do so.

6.1.12.2 If a program guide or menu is managed by a third party, Franchisee will make available to PEG Providers the information needed and take the necessary steps to authorize and facilitate a request by PEG Providers to place PEG Channel programming information on the interactive channel guide. Provided that, to the extent that the same Channel number is used to "narrowcast" different programming in different communities, program listings for individual programs need only be provided to the extent it is Economically and Technically Feasible to do so. The cost of such individual program listings shall be borne by the PEG Providers, and each such entity shall be responsible for providing the required programming description to the third party vendor used by the Franchisee to manage the digital guide.

6.2 PEG Capital Grant:

6.2.1 PEG Grant Description. Franchisee shall provide a capital grant to the Franchisors, for the benefit of the Franchisors, to be used for PEG and Institutional Network capital funding as determined by the Franchisors (the "PEG Capital Grant"), which shall be paid on a quarterly basis, concurrently with the franchise fee payment. This grant will be used for PEG and Institutional Network purposes, which include but are not limited to, studio facilities, studio and portable production equipment, editing equipment and program playback equipment and other similar capital costs. It also includes, but is not limited to, equipment, dark fiber, and other similar funding for the Institutional Network .

6.2.2 Quarterly Grant Amount. The PEG Grant shall consist of three percent (3%) of the Franchisee's Gross Revenues for that quarter which shall be paid on a quarterly basis, concurrently with the franchise fee payment.

6.3 *Recovery from Subscribers:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant or any other costs arising from the provision of PEG services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.4 *Modifications to System:* If the Franchisee makes changes to the Cable System that require modifications to access facilities and equipment, Franchisee shall make any necessary changes to the Franchisee's headend and distribution facilities or equipment within thirty (30) days so that PEG facilities and equipment may be used as intended in this Agreement.

6.5 *Backup Facilities and Equipment:* The Franchisee shall design, build, and maintain all PEG upstream feeds, interconnection, and distribution facilities so that such feeds function as reliably as Franchisee's Cable System as a whole within the County, and are no more likely to fail than is Franchisee's Cable System as a whole within the County.

6.6 *Editorial Control:* Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the PEG Channels (except for such programming as the Franchisee may cablecast on such PEG Channels).

6.7 Use of PEG Channels, Facilities, and Equipment:

6.7.1 Rules for Use of PEG Channels. The Franchisors, or the entity that manages a PEG Channel, may establish and enforce rules and procedures for use of the PEG Channels pursuant to Section 611(d) of the Communications Act, 47 U.S.C. §531.

6.7.2 PEG Channel Transmission. The Franchisee will provide downstream transmission of the PEG Channels on its Cable System at no charge to the City or other PEG access programmers other than as specified herein. Franchisee shall provide transport of the programming from the point of origination to the Franchisee's headend and to the downstream channels at no charge to the City or other PEG access providers other than as specified herein.

6.7.3 No Commercial Use. As provided by Applicable Law, the Franchisors or their licensees, assigns, or agents shall not transmit on the PEG channels commercial programming except with Franchisee's consent. Commercial programming does not include programming allowed to be carried under the current agreements between the City of Bowie and Franchisee, and the City of College Park and Franchisee, to broadcast local news from Baltimore station WJZ or successor entity, which shall be permitted unless there is a change in law that would prohibit that use, or WJZ or successor entity no longer permits that use. Subject to the foregoing, nothing herein prevents Franchisee from taking action against a PEG Provider (or the Franchisors) before a court or agency of competent jurisdiction if a PEG programmer is using a PEG channel to carry programming it has no right to carry, or the PEG Channels are being used in a manner that violates federal law.

6.8 Responsibility with Respect to HD:

6.8.1 Provision of HD Signals to Demarcation Point. The PEG Providers shall be responsible for providing the HD Access Channel signal in an HD format commonly used in the industry to a demarcation point at the designated points of origination for the HD Access Channels.

6.8.2 HD Equipment for Program Production. The PEG Providers are responsible for acquiring all equipment necessary to produce programming in HD.

7. FRANCHISE FEES

7.1 *Franchise Fee Payments:* Franchisee shall pay to the City, on a quarterly basis, a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Agreement for the computation of the Franchise fee shall be made on a calendar year basis. Such payments shall be made no later than thirty (30) days following the end of each of Franchisee's fiscal quarters. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly

Franchise fee remittances within ninety (90) days following the close of the quarter for which such payments were applicable.

7.2 *Supporting Information:* Each Franchise fee payment shall be accompanied by a supporting detail certified by a financial representative of Franchisee showing the basis for the computation and the total amount of monthly Gross Revenue for the payment period.

7.3 *Limitation on Franchise Fee Actions:* The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by Franchisee is due.

7.4 *Audit:* The City shall have the right to audit the Franchisee's Franchise fee payments as provided in Section 12-12(F) of the Cable Code. Any such audit fees paid by the City shall not be determined based on a percentage of audit findings basis. Alternatively, the City may join in audits conducted by the County by having the County's auditor audit franchise fee payments to the City. In that event, the County's audit expenses shall be borne by the County unless the audit discloses an undisputed underpayment of more than five (5%) percent of any quarterly payment, in which case the County's reasonable and verifiable out-of-pocket costs of the audit shall be borne by Franchisee as a cost incidental to the enforcement of the Franchise, provided, however that the Franchisee's obligation to pay or reimburse the County's verified audit expenses shall not exceed in the aggregate fifty thousand dollars (\$50,000) per audit. Any additional undisputed amounts due to the City as a result of the audit (whether by the City or the County) shall be paid within thirty (30) days following written notice to Franchisee by the City of the underpayment, which notice shall include a copy of the audit. If recomputation from an undisputed amount results in additional revenue to be paid to the City, Franchisee shall pay any applicable penalties and interest charges computed from such due date, as provided for in the Cable Code.

7.5 *Bundled Services:* To the extent revenues are received by Franchisee for the provision of a discounted bundle of services which include Cable Services and non-Cable Services, the Franchisee shall discount Cable Service revenues at no more than a pro rata share of the total discount applied to the bundled services (within a reasonable variation). The pro rata share shall be based on the prices for those services as specified in Franchisee's rate cards when those products are sold on a standalone basis. If Franchisee does not offer a component of the bundled package separately, it shall declare a stated retail value for each component as reflected on its books and records or based on reasonable comparable prices for the service for the purpose of determining franchise fees based on the package discount.

7.6 *No Limitation on Taxing Authority:*

7.6.1 Nothing in this Agreement shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability.

7.6.2 The Franchise fee payments required by this Section shall be in addition to any and all taxes of a general nature or other fees or charges which the Franchisee shall be required to pay to the City or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Franchisee. The

Franchisee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said Franchise fee payments from or against any of said City taxes or other fees or charges which the Franchisee is required to pay to the City, except as required by law or expressly provided in this Agreement. The Franchisee shall not apply nor seek to apply all or any part of the amount of said Franchise fee payments as a deduction or other credit from or against any of said City taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of Franchisee, nor shall the Franchisee apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its Franchise fee obligations, each of which shall be deemed to be separate and distinct obligations of the Franchisee. The Franchisee may designate a Franchise fee as a separate item in any bill to a Subscriber, but shall not designate or characterize it as a tax.

8. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit G.

9. REPORTS AND RECORDS

9.1 *Open Books and Records:* Subject to Applicable Law, upon reasonable written notice to Franchisee, which shall be no less than thirty (30) days, the City shall have the right to require Franchisee to provide and to inspect and copy at any time during Normal Business Hours and on a nondisruptive basis at a mutually agreed location in the City, all books and records, including all documents in whatever form maintained including electronic media (“books and records”) to the extent that such books and records relate to the Cable System and to Franchisee’s provision of Cable Service in the Franchise Area and which are appropriate to monitoring or ensuring compliance with the terms of this Agreement. Such notice shall specify the purpose of the review so that Franchisee may organize the necessary books and records for access by the City. Franchisee shall not be required to disclose any of its or an Affiliate’s books and records not relating to the provision of Cable Services in the City. Franchisee shall have no obligation to produce information other than in the form in which it is maintained in the ordinary course of business. Franchisee may seek relief from a court of competent jurisdiction if it believes a request does not comply with this section or Applicable Law, but may not withhold requested information without doing so.

9.2 *Voluminous Records:* If any books, records, maps, plans, or other requested documents are too voluminous, not available locally in the City, or for security reasons cannot be copied and moved, then the Franchisee may request that the inspection take place at a location mutually agreed to by the City and Franchisee, provided that Franchisee must make necessary arrangements for copying documents selected by the City after its review, and pay reasonable additional expenses incurred by the City in inspecting or copying documents at such agreed upon location. If books, records, maps, plans, or other requested documents are provided electronically to City or its designees in formats that are readable and searchable using commonly available software, the production will be treated as a local production.

9.3 Proprietary Books and Records:

9.3.1 If Franchisee believes that the requested information is confidential and proprietary, the Franchisee must provide the following documentation to the City: (i) specific identification of the information; (ii) statement attesting to the reason(s) Franchisee believes the information is confidential; and (iii) a copy of the confidential documents requested appropriately marked. The City shall take reasonable steps, consistent with Applicable Law, to protect the proprietary and confidential nature of any books, records, Franchise Area maps, plans, or other City-requested documents that are confidential and proprietary under Maryland law and are designated as such by Franchisee. Subject to the foregoing, access to the Franchisee's records shall not be denied by the Franchisee on the basis that said records contain confidential or proprietary information. Nothing herein requires or prevents the Parties from agreeing to different methods for production and copying where appropriate to protect confidential information from disclosure.

9.3.2 Subsection 9.3.1 shall in no way limit the City's right to obtain copies of any and all necessary documents of Franchisee (the "Auditing Documents") to enable the City to conduct an audit of the Franchisee's Franchise fee payments pursuant to Section 7.4; provided, however, that if the City receives a demand from any Person for disclosure of any Auditing Documents designated by Franchisee as confidential, then the City shall provide the Franchisee with sufficient notice of any such disclosure requests and with a copy of such written request made by the Person demanding access to the Auditing Documents, such that the Franchisee has sufficient time to seek protection of such Auditing Documents from public inspection under the Maryland Public Information Act. Unless otherwise ordered by a court or agency of competent jurisdiction, the City agrees, to the extent permitted by state and federal law, that it shall deny access to the Franchisee's information marked confidential as set forth above to any Person.

9.3.3 Any such documents copied pursuant to this Subsection shall be returned to Franchisee once the City's document review or audit is completed and all amounts determined to be due and owing to the City have been paid.

9.4 *Redaction:* The Franchisee shall take all reasonable steps required to ensure that it is able to provide the City with all information that must be provided or may be requested under this Agreement or Applicable Law, including the issuance of appropriate subscriber privacy notices. Franchisee shall be responsible for redacting any data that Applicable Law prevents it from providing to the City. Nothing in this Section shall be read to require Franchisee to violate federal or state law protecting subscriber privacy.

9.5 *Complete and Accurate Records:* Franchisee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Agreement.

9.6 *Retention of Materials:* Unless otherwise provided in this Section, all materials and information specified in this Section shall be maintained for no less than five (5) years or until any audit including such information has been completed and any amounts found to be due and owing to the City have been paid.

9.7 *Uses of System:* Franchisee will notify the City of all Cable Services offered over the Cable System as promptly as practicable after each such product or Cable Service is instituted.

9.8 *Annual Report:* Unless this requirement is waived in whole or in part by the City, Franchisee shall submit a written report for the previous calendar year to the City, in a form materially the same as Exhibit I hereto, by April 1 of each year. For Participating Municipalities, the report shall be the report the Franchisee provides to the County. The annual report requirements in this Section 9.8 shall satisfy all reporting requirements pursuant to Section 12-13(C) of the Cable Code.

9.9 *Quarterly Report:* Unless this requirement is waived in whole or in part, no later than forty-five (45) days after the end of each calendar quarter, Franchisee shall submit a written report to the City regarding the preceding quarter, in a form materially similar to Exhibit J hereto. The quarterly report requirements in this Section 9.9 shall satisfy all reporting requirements pursuant to Section 12-13(D)-(E) of the Cable Code.

9.10 *Special Reports:* Unless this requirement is waived in whole or in part by the City, Franchisee shall deliver the following special reports to the City not more than ten (10) business days after the occurrence of the event:

9.10.1 A copy of any notice of deficiency, forfeiture, or other document issued by any state or federal agency instituting any investigation or civil or criminal proceeding regarding the Cable System or Franchisee, to the extent the same may affect or bear on operations in the City; and

9.10.2 A copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Franchisee or by any partnership or corporation that owns or controls the Franchisee directly or indirectly.

9.11 *Records Required:* Franchisee shall at all times maintain:

9.11.1 Records of all Complaints received for a period of three (3) years after receipt by Franchisee, or longer if such period of time is standard for the account records of each customer;

9.11.2 Records of outages exceeding one hour for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.11.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, or longer if such period of time is standard for the account records of each customer, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.11.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, or longer if

such period of time is standard for the account records of each customer, indicating the date of request, date of acknowledgment, and the date and time service was extended. A file, which shall be provided to the City on request, showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

10. INSURANCE AND INDEMNIFICATION

10.1 *Insurance Coverages and Limits:* During the Term of this Agreement and any period of removal (if any) of the Cable System following the end of the Term, Franchisee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense the following types and minimums or limits of insurance:

10.1.1 Workers' compensation insurance and employer's liability insurance meeting Maryland statutory requirements with minimum limits of One Million Dollars (\$1,000,000) for each accident.

10.1.2 Commercial general liability insurance with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence and in the aggregate of bodily injury, personal injury, and property damage. The policy shall provide contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

10.1.3 Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Franchisee and its employees, with personal protection insurance and property protection insurance to comply with the provisions of the Maryland no-fault insurance law, with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

10.2 *Types of Policies:* The coverage amounts set forth in Section 10.1 may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Such coverage may be satisfied through the required Commercial General Liability policy, a standalone policy, or a combination of the two, provided that the required types and limits of coverage are satisfied.

10.3 *Period of Coverage:* The liability insurance policy or policies required by Section 10.1 shall:

10.3.1 Be maintained by the Franchisee throughout the Term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System, whichever period is longer, and for one hundred twenty (120) days thereafter; and

10.3.2 Provide coverage for acts and omissions occurring throughout the Term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System.

10.4 *Insurance Companies:* All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Maryland or surplus line carriers on the Maryland Insurance Commissioner's approved list of companies qualified to do business in Maryland. All insurance carriers and surplus line carriers shall be rated A-1 or better by A.M. Best Company.

10.5 *Additional Insureds:* All required insurance policies, except for workers' compensation policies, shall name "City of Bowie, Maryland, a municipal corporation and body politic of the State of Maryland and all associated, affiliated, allied and subsidiary entities of the City, now existing or hereafter created, and their respective elected officials, officers, boards, commissions, and employees as their respective interests may appear," as additional insureds (referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds under this Agreement shall contain cross-liability or severability of interests wording with respect to each additional insured, as follows or with the same effect:

"In the event of a claim being made hereunder by an additional insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, except as it pertains to the limits of liability."

10.6 *Evidence of Insurance:* On or before the Effective Date, at any time of any material and adverse policy change or cancellation during the term of this Agreement, or upon City request, certificates of insurance for each insurance policy required to be obtained by Franchisee in compliance with this Agreement shall be filed and maintained with the City. The acceptance of a form of certificate by the City shall not change or reduce Franchisee's obligation to provide the required insurance pursuant to Section 10.1.

10.7 *Notice and Substitute Prior to Expiration:* Franchisee will provide or cause to be provided notice if any insurance policy is cancelled or not renewed and shall, prior to expiration or non-renewal, obtain insurance complying with the requirements of this Franchise. Franchisee shall, as soon as reasonably practicable following the renewal or replacement of any insurance policy required of the Franchisee by this Section, provide to the City evidence acceptable to the City Manager or his/her designee of the renewal or replacement of the policy. Further, the Franchisee shall notify the City of any materially adverse modification of the coverages and other requirements of this Article 10 or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuance of any insurance policy required of the Franchisee by this Section. Further, the Franchisee shall notify the City of any materially adverse modification of the coverages and other requirements of this Article 10 or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuance.

10.8 *Insurance Primary; Not Limiting:* The legal Liability of the Franchisee or any Affiliate to the City or any Person for any of the matters which are the subject of the liability insurance policies required by Section 10.1, including, without limitation, the Franchisee's

indemnification obligation set forth in Section 10.11 of this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Franchisee.

10.9 *Review of Limits:* Commencing on the fifth anniversary of the Effective Date and once every five (5) years thereafter during the Term of this Agreement, the City may review the insurance coverages to be carried by Franchisee. If the City reasonably determines that additional coverages or higher limits of coverage are reasonably necessary to protect the interests of City, the Additional Insureds, or the public, the City shall notify the Franchisee of its determination, and the City and Franchisee shall negotiate for appropriate modifications in coverages or limits. The Franchisee shall obtain and maintain such mutually agreed to modified insurance at its sole cost and expense.

10.10 *Group Coverages:* Franchisee may meet the insurance requirements of Section 10.1 by participating in, or being included in, or by being covered under policies covering multiple Affiliate entities. All of the insurance related provisions of this Agreement shall apply to such multiple Affiliate policies as the same would apply any policy issued separately to the Franchisee to meet its obligations hereunder.

10.11 *Indemnification:* The City shall give Franchisee written notice of a matter requiring indemnification hereunder as soon as possible, but in no event more than thirty (30) days after the date the City receives notice, or otherwise is made aware, of such matter. Such notice shall in any event be delivered to Franchisee sufficiently in advance of the time for Franchisee's response to a third party claim in order that Franchisee will be able to timely respond and the defense against such claim will not be prejudiced. Upon receipt of timely notice Franchisee shall:

10.11.1 Defend, indemnify and hold harmless the City and its respective elected officials, officers, employees, agents, boards, and commissions, from and against all Liabilities, special, incidental, consequential, punitive and all other damages, costs and expenses arising out of or resulting from Franchisee's:

10.11.1.1 construction, maintenance, repair, upgrade, enhancement, rebuild or removal of the Cable System and conduct of the operation of the Cable System; and

10.11.1.2 except as provided in Section 10.14 below, distribution of any Cable Service over the Cable System, including but not limited to any claim against the Franchisee for invasion of the right of privacy, defamation of any Person or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other intellectual property right of any Person.

10.12 *Defense and Settlement:* In any action in which the Franchisee defends the City, the Franchisee shall consult with the City prior to proposing, accepting, or rejecting a settlement and prior to filing any pleading which might estop the City with respect to any question of fact or law. Franchisee shall provide the defense of any claims brought against the City by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from

cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with the City, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement include the full release of the City and the City does not consent to the terms of any such proposed settlement or compromise, Franchisee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such proposed settlement.

10.13 *Limitations on Indemnification:* As between the City and the Franchisee or any Affiliate, the foregoing Liability and indemnity obligations of the Franchisee pursuant to this Agreement shall not apply to claims arising solely from:

10.13.1 Any willful misconduct or negligence of any City elected official, officer, employee, agent, attorney, consultant or independent contractor causing any claim or damages;

10.13.2 The content of Cable Services over the PEG Channels, including any emergency alert system to the extent that such claims do not arise out of Franchisee's willful misconduct or negligence; or

10.13.3 The content of Cable Services over Public Access Channels and Educational Access Channels to the extent that such claims do not arise out of Franchisee's willful misconduct or negligence;

10.14 *City's Liability:* The City shall be responsible for the willful misconduct and negligent actions of its elected officials, officers, employees and agents subject to, and to the extent of, all defenses, immunities, limitations, and provisions of Applicable Law, including, but not limited to, the Local Government Tort Claims Act. In addition, the City shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the City for which the City is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the City for acts of the City which constitute willful misconduct or negligence, on the part of the City, its officers, employees or agents.

11. TRANSFER OF FRANCHISE

11.1 *Non-Affiliate Transfers:* Subject to Section 617 of the Communications Act, 47 U.S.C. Section 537, and Section 11.3 below, no Transfer shall occur without the prior consent of the Franchisor, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in this Agreement or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.50 above.

11.2 *Affiliate Transfers:* In the event that Franchisee transfers the Franchise to an Affiliate, or the Control of Franchisee is transferred to an Affiliate, Franchisee shall notify the City of the Affiliate transfer at least thirty (30) days before the transfer and, at that time, describe

the nature of the transaction and submit complete information describing who will have direct and indirect ownership and control of the Cable System after the transaction.

11.3 Conditions of Transfer:

If the Franchise is transferred the transferee shall:

11.3.1.1 Warrant that it has read, accepts, and agrees to be bound by this Agreement;

11.3.1.2 Agree to assume all responsibility for all liabilities, acts and omissions, known and unknown, of its predecessor Franchisee, for all purposes, including renewal;

11.3.1.3 Agree that the transfer shall not permit it to take any position or exercise any right which could not have been exercised by its predecessor Franchisee;

11.3.1.4 Warrant that the transfer will not substantially increase the financial burdens or substantially diminish the financial resources available to Franchisee, or otherwise adversely affect the ability of Franchisee to perform this Agreement;

11.3.1.5 Notify the City that the transfer is complete within five (5) business days of the date the transfer is completed.

If Control of the Franchisee is transferred:

11.3.1.6 Franchisee shall provide the information required by Sections 11.3.1.1 through 11.3.1.5, and agree that the Transfer shall have no effect on its obligations under the Franchise, within thirty (30) days of the transaction.

11.4 Cost Reimbursement: To the extent that City's consent to a Transfer of Franchise is required, Franchisee (or transferee) shall reimburse City for reasonable expenses incurred in reviewing that the transferee has the technical, legal, financial and operational ability to operate the Cable System to provide Cable Service. In no case shall Franchisee reimburse the City for expenses exceeding \$15,000. This supplements Section 12-17 of the Cable Code.

12. RENEWAL OF FRANCHISE

12.1 Communications Act: The City and Franchisee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. Section 546.

12.2 Informal Renewal: Notwithstanding anything to the contrary set forth herein, Franchisee and the City agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof.

12.3 *Consistency.* Franchisee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. Section 546.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1 *Noncompliance Notice:* In the event that the City believes that Franchisee has not complied with the terms of this Agreement or the Cable Code, the City shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the City shall notify Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2 *Franchisee’s Right to Cure or Respond:* Unless a shorter time period is provided in Section 13.10 below, Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the City, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by the nature of the noncompliance, such noncompliance cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the City of the steps being taken and the date projected that they will be completed.

13.3 *Notice of Violation:* In the event that (i) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) in the event that Franchisee has not remedied (or commenced to remedy in the case of an item requiring a longer cure period) the alleged noncompliance within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, the City shall provide Franchisee with a written notice specifying the nature and extent of the violation (“Notice of Violation”) and the liquidated damage being assessed.

13.4 *Enforcement:* Subject to applicable federal and state law, in the event that after the expiration of thirty (30) days from the receipt of the Notice of Violation, if Franchisee is still in default, the City may:

13.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3 Collect amounts due, including by drawing on the Performance Bond pursuant to Section 13.7 hereof or the letter of credit pursuant to Section 13.8 hereof, if any amounts due are not timely paid thirty (30) days after the Notice of Violation, and to the extent applicable, as provided in Section 12-15 of the Cable Code.

13.4.4 Franchisee shall have a right to contest the Notice of Violation by submitting a written objection and request for a hearing before the City Council.

13.5 *Substantial Default:* In the case of a substantial material default of a material provision of this Agreement or the Cable Code, the City may seek to revoke the Franchise in accordance with Section 13.6 below.

13.6 *Revocation:* Should the City seek to revoke the Franchise after following the procedures set forth in Sections 13.1 through 13.4 above, the City shall follow the procedures of Section 12-15(F) of the Cable Code, provided that Franchisee shall have ninety (90) days from receipt of the notice under Section 12-15(F)(1) of the Cable Code to respond or to object in writing and to state its reasons for such objection. The City shall cause to be served upon the Franchisee, at least thirty (30) business days prior to a public hearing under Section 12-15(F)(4) of the Cable Code, a written notice specifying the time and place of such hearing and stating its intent to consider whether the Franchise should be revoked.

13.6.1 At the hearing under Section 12-15(F)(4) of the Cable Code, Franchisee shall be provided a fair opportunity for full participation including the right to be represented by legal counsel and to introduce relevant evidence. A complete verbatim record and/or a transcript shall be made of such hearing.

13.6.2 Following any public hearing regarding revocation under Section 12-15(F)(4) of the Cable Code, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing. If the City determines that the Franchise shall be revoked, the City shall promptly provide Franchisee with a written decision setting forth its reasoning. To the extent permitted by Applicable Law, Franchisee may challenge a revocation of the Franchise by the City Council to an appropriate court.

13.6.3 The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.7 *Performance Bond:* On or before the Effective Date, the Franchisee shall provide the City with security for the performance of this Agreement in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000). The form of this security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the City. If Franchisee posts a performance bond ("Performance Bond") the Performance Bond shall be in the form attached to this Agreement as Exhibit H. The Performance Bond shall be issued by a surety meeting the requirements of Section 10.4. In the event that a Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, Franchisee shall provide new security pursuant to this Section within thirty (30) days of such cancellation or failure to renew.

13.7.1 Cancellation by Surety: Neither cancellation, nor termination nor refusal by surety to extend the Performance Bond, nor inability of the Franchisee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the City recoverable under the bond.

13.7.2 Confirmation of Withdrawals: Within five (5) days after a draw, the City shall notify the Franchisee of the date and amount of the draw.

13.8 Security Fund:

13.8.1 In addition to the Performance Bond required pursuant to Section 13.7 above, Franchisee shall post a security fund with the City in the form of a letter of credit or

cash, as determined in the sole discretion of Franchisee, in the amount of Ten Thousand Dollars (\$10,000) (the "Security Fund"). A letter of credit shall be in a form reasonably acceptable to the City. The Security Fund shall be used to: (i) ensure the faithful performance by Franchisee of its obligations under this Agreement and compliance with all orders, permits, and directions of any agency of the City having jurisdiction over Franchisee's acts or defaults under the Cable Code; (ii) payment of any claims, liens, and taxes due to the City that arise by reason of the operation or maintenance of the Cable System; (iii) failure of Franchisee to pay the City sums due under the provisions of this Agreement and the Cable Code; (iv) reimbursement of costs borne by the City to correct Franchisee violations not corrected by Franchisee after notice and the opportunity to cure as provided herein; and (v) monetary remedies, penalties, or damages assessed against Franchisee due to Franchisee violations. If the Franchise is revoked for cause by reason of the default of Franchisee under the Cable Code and Section 13.6 of this Agreement, the Security Fund deposited under this Section shall become the property of the City. If there is no outstanding default by Franchisee at the end of one hundred eighty (180) days after the termination of the Franchise, Franchisee shall be entitled to the return of all or any part of the Security Fund that remains on deposit and to any accrued interest.

13.8.2 Within five (5) days after a draw, the City shall notify the Franchisee of the date and amount of, and reason for, the draw. In the event that the Security Fund is in the form of cash, amounts withdrawn from the Security Fund pursuant to this Subsection shall be replenished by Franchisee by delivering to the City or its designee for deposit in the Security Fund a cash amount equal to the amount so withdrawn within thirty (30) days of its receipt of notice from the City of the date and amount of such withdrawal, unless Franchisee files a written challenge of the draw with the City Council or in a court of law. In the event the security deposit is in the form of a letter of credit, Franchisee shall replenish the Security Fund by either restoring the Letter of Credit to its full original amount or by establishing a new letter of credit in the amount of Ten Thousand and No/100 Dollars (\$10,000) within thirty (30) days of its receipt of notice from the City of the date and amount of such withdrawal, unless Franchisee files a written challenge of the draw with the City Council or in a court of law. Within thirty (30) days of receipt of the new letter of credit, the City shall return the previously issued letter of credit to Franchisee. Franchisee shall be entitled to a full refund of all amounts determined to be improperly drawn from the Security Fund.

13.9 *Code Penalties:* At no time throughout the Franchise term shall the Franchisee be liable for penalties under Section 12-15(B) of the Cable Code and Liquidated Damages, set forth below, in excess of an aggregate of Fifty Thousand Dollars (\$50,000) per year, provided however, that the City retains all other legal rights and remedies, including without limitation specific performance and injunction, for failure to comply with the Franchise Agreement, regardless of whether the cap has been reached.

13.10 *Liquidated Damages:* Because the Franchisee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the City, and because it will be difficult to estimate the extent of such injury, the City and the Franchisee agree to the following liquidated damages to be effective during the Term of the Franchise for the following violations of the Franchise and of this Agreement, which represent both parties' best estimate of the damages resulting from the specified violation. Such damages shall not be a substitute for actual performance by the Franchisee of a financial payment, but shall be in

addition to any such actual performance. The City, or designee, shall have the authority to waive or reduce the liquidated damage amounts herein for good cause. Cure periods listed below shall begin to run at the time the Franchisee is notified in writing of a violation by the City, unless otherwise specified below.

13.10.1 For failure to submit any required plans indicating expected dates of installation of various parts of the System: \$400/day for each violation for each day the violation continues after Notice of Violation;

13.10.2 For a Transfer without approval: \$2,000/day for each violation for each day after the Notice of Violation that the violation continues;

13.10.3 For failure to comply with requirements for public, educational and governmental use of the System: \$1,000/day for each violation for each day the violation continues after the Notice of Violation;

13.10.4 For failure to supply information, reports, or filings lawfully required under this Agreement, by law, or by the City: \$500 per day for each violation for each day the violation continues after a thirty day cure period, which shall begin to run on the due date of any regularly scheduled report and on the date of a deadline reasonably set by the City for any report or information request not regularly scheduled, unless the Franchisee shows that it was not in fact aware of the requirement in question, in which case the thirty day cure period shall begin to run upon written notice of such requirement by the City to the Franchisee;

13.10.5 For violation of customer service standards: \$200 per day or per violation, if the violation continues after the Notice of Violation;

13.10.6 For failure to file, obtain or maintain any required letter of credit or performance bond in a timely fashion: \$200 per day for each day the violation continues after Notice of Violation;

13.10.7 For failure to restore damaged property or to remove or repair equipment, including without limitation damaged or out-of- service pedestals, cabinets, cables or other System equipment: \$200 per day, in addition to the cost of the restoration as required elsewhere herein or in a Franchise Agreement, for each day the violation continues after Notice of Violation ;

13.10.8 For violation of technical standards established by the FCC: \$100 per day for each day the violation continues after Notice of Violation.

13.10.9 For knowingly and intentionally signing a false report or statement: \$1,000/report or document.

13.10.10 For failure to comply with the line extension requirements of this Agreement: \$250 per day for each violation for each day that the violation continues after Notice of Violation.

14. COMPETITIVE EQUITY

14.1 *Competitive Equity*: The City has the authority to grant franchises that allow entities to construct and operate facilities in the Public Rights-of-Way that may be used to provide video programming services to residences that compete with Franchisee's services. If City grants such a franchise to an entity that provides competitive video programming services to residences that contains material terms and conditions that differ from Franchisee's material obligations under this Franchise, then the parties agree that they will, pursuant to the processes set forth in this Section 14, either negotiate the terms of this Franchise to include any material terms or conditions that the City imposes upon the new entrant, or negotiate amendments to the Franchise to insure that the regulatory and financial burdens on each franchisee are materially equivalent. "Material terms and conditions" include franchise provisions related to: Franchise fees and Gross Revenues; number of PEG Channels and their funding; customer service standards; required reports and related record keeping; and liquidated damages. The parties agree that this provision shall not require an identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens in entirety on each entity are materially equivalent.

14.2 *Exemptions*: The following are exempt from this Section 14:

14.2.1 video programming services delivered over wireless networks;

14.2.2 video programming services delivered via means over systems that are not subject to the City's franchising authority or upon which the City may not impose similar requirements, under state or federal law, including a system described in 47 U.S.C. Section 651(a)(2);

14.2.3 Cable franchises to occupy the Public Rights-of-Way granted, including by renewal or extension, to an entity on or before the effective date of this Franchise;

14.2.4 telecommunication services; or

14.2.5 interstate information services.

14.3 *Limits on Relief*. The Parties agree that:

14.3.1 Franchisee may not withhold, delay or enjoin any performance or otherwise refuse to comply with its obligations whether or not it believes it is entitled to relief under this Section;

14.3.2 Any relief shall be prospective only, and limited to the relief agreed upon, or the modifications obtained through any renewal of this Franchise, or in a court of law;

14.3.3 The City will not be liable for any damages to Franchisee for any breach of this provision; and

14.3.4 Franchisee may not obtain any relief from obligations it may have under settlements or other contracts with the City via this provision.

14.4 *Modifications Process, Initiation:* The modifications process provided for herein shall only be initiated by written notice provided by Franchisee to City or City to Franchisee regarding specified franchise obligations. The applicable Party's notice must: (1) identify the specific terms or conditions in the competitive cable services franchise which are materially different from Franchisee's obligations under this Franchise; (2) identify the Franchise terms and conditions for which the Party is seeking amendments; (3) provide text for any proposed Franchise amendments with a written explanation of why the proposed amendments are necessary and consistent; and (4) if notice is given by Franchisee, confirm whether Franchisee is willing to accept any additional obligations that may be contained within the new franchise that are not contained within its franchise.

14.5 *Negotiation.* Upon receipt of Franchisee's written notice as provided under Section 14.4, the City and Franchisee agree that they will use best efforts in good faith to negotiate the proposed Franchise modifications to achieve competitive equity of regulatory and financial burdens, and that such negotiation will proceed and conclude within a one hundred eighty (180) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications insofar as permitted under City law.

14.6 *Failure To Reach Agreement:* If the City and Franchisee fail to reach agreement in such negotiations, the Party requesting modification may elect to shorten the remaining term of this Franchise 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 Communications Act, or may seek relief in court.

14.7 *Scope:* Franchisee acknowledges that it is not entitled to any modification of this Franchise based on franchises that are now in effect in the City, or for any new franchise that is issued for less than 10% of the area of the City; or that may be issued by any other franchising authority.

14.8 *Actual Providers:* Notwithstanding anything contained herein to the contrary, City shall not be obligated to amend this Franchise unless the new entrant is actually providing video programming services under a franchise granted by City.

15. MISCELLANEOUS PROVISIONS

15.1 *Actions of Parties:* In any action by the City or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned unless otherwise specifically provided herein.

15.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

15.3 *Severability of Immaterial Terms:* Subject to Section 15.4, if any immaterial term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

15.4 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

15.4.1 If, subsequent to the Effective Date, there is a change in federal law or state law that eliminates the authority of local governments to require and grant cable television franchises for the provision of Cable Service, then to the extent permitted by law this Franchise shall survive such legislation and remain in effect for the term of this Franchise

15.4.2 In the event that federal or state laws, rules or regulations preempt, or substantially preempt, the material provisions of this Agreement, the Franchisee agrees to enter into a new agreement governing Franchisee's provision of Cable Services in the Franchise Area to the extent such an agreement is not preempted by federal or state laws, rules or regulations and is consistent with this Agreement.

15.5 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible.

15.6 *Governing Law:* This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Agreement shall be brought in the appropriate State or Federal courts in Maryland.

15.7 *Notices:* Unless otherwise expressly stated herein, notices required under this Agreement shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

15.7.1 Notices to Franchisee shall be mailed to:

Franchisee
1215 East Fort Avenue
Suite 103
Baltimore, MD 21230

Attention: Government Affairs Department

with copies to:

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

15.7.2 Notices to the City shall be mailed to:

City Manager
Bowie City Hall
15901 Fred Robinson Way
Bowie, MD 20716

with copies to:

Elissa D. Levan, Esq.
Levan Ruff
2007 Tidewater Colony Drive
Annapolis, MD 21401

15.8 *Entire Agreement:* This Agreement and the Exhibits hereto constitute the entire agreement between Franchisee and the City, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof.

15.9 *Amendments:* This Agreement shall not be modified except by a written instrument approved in accordance with Applicable Law and executed by all parties.

15.10 *Captions:* The captions and headings of articles and 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.

15.11 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

15.12 *Effect of Revocation on Use of System To Provide Non-Cable Services:* If the City revokes this Franchise, or if for any other reason Franchisee abandons, terminates, or fails to operate or maintain service to its Subscribers, and the Franchisee does not have other authority to maintain and operate its facilities in the Public Rights-of-Way, the City may, subject to Applicable Law:

15.12.1 require the Franchisee to remove its facilities and equipment at the Franchisee's or surety's expense, or at the expense of both, after determining that the Cable System cannot be economically maintained and operated;

15.12.2 acquire ownership of the Cable System at an equitable price on the recommendation of the City Manager and with the approval of the City Council; or

15.12.3 after a public hearing, sell, assign, or transfer all or part of the assets of a Cable System abandoned by a Franchisee for the best price offer obtainable. However, the legal, character, financial, technical, and other qualifications of the purchaser must meet City approval. The City must pay any consideration received in excess of the City's costs, and after other creditors and Subscriber claims have been satisfied, to the original Franchisee.

15.13 *Independent Review:* City and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

15.14 *Franchisee Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense.

15.15 *City Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the City is required to perform must be performed at the City's own expense.

15.16 *Jurisdiction and Venue:* Franchisee and the City agree that any court action to enforce or interpret the terms of this Agreement shall be brought and maintained exclusively in the Circuit Court for Prince George's County, Maryland, provided, however, that with respect to any matter which may be tried in a federal jurisdiction, venue shall be in the U.S. District Court for the District of Maryland, provided, further, that the chosen forum has subject matter jurisdiction over the action and, in the case of an action originally brought in the Circuit Court, without prejudice to the exercise of any right of removal created by federal law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2023.

City of Bowie, Maryland

By: _____

Print Name: _____

Title: _____

Comcast of Maryland, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT A:

SETTLEMENT AGREEMENT BETWEEN PRINCE GEORGE'S COUNTY, MD,
PARTICIPATING MUNICIPALITIES AND COMCAST OF MARYLAND, LLC FOR THE
INDEFEASIBLE RIGHT OF USE OF INSTITUTIONAL NETWORK FACILITIES, AND
PROVISION OF CABLE MODEM SERVICES

This Agreement is entered into as of July 1, 2023 ("Effective Date") by and between Comcast of Maryland, LLC ("Comcast"), and Prince George's County, Maryland ("County"), and the Participating Municipalities identified in Exhibit 1.

- WHEREAS, Comcast, the County and certain Participating Municipalities entered into cable franchise agreements in 1999 ("the 1999 Franchise Agreements"); and
- WHEREAS, pursuant to Section 6 (h) of the 1999 Franchise Agreement, Comcast constructed an institutional network ("C-Net") partially funded through a capital equipment grant provided by Comcast, and partially funded by the Participating Municipalities and constructed by Comcast, which C-Net consists of dark fibers; and
- WHEREAS, the County and certain of the Participating Municipalities were each given an indefeasible right of use ("IRU") to use the C-Net; and
- WHEREAS, Comcast asserts that the FCC's 3rd Report and Order on Section 621 of the Cable Act provides Comcast the right to collect a fee for the C-Net while the County and Participating Municipalities assert that the prior Franchise entitles them to perpetual, free use of the C-Net; and
- WHEREAS, the Parties have agreed to resolve the dispute through this Settlement Agreement by agreeing: (1) that the County's and Participating Municipalities' financial obligations around the C-Net shall be limited to the amounts set forth herein; (2) that the County's and Participating Municipalities' claims as to the ongoing use of the C-Net shall terminate at the end of this Settlement Agreement; and (3) that Comcast agrees solely for the limited purpose of this Settlement Agreement that fees as set forth herein may be treated by the County and all municipalities identified in Exhibit C of the Franchise Agreement as PEG capital expenses; and (4) that Comcast shall not offset costs related to the C-Net from franchise fees pursuant to the FCC's 621 Orders; and
- WHEREAS access to and use of the C-Net is managed by the Prince George's Intergovernmental Network Community Coordinating Committee ("PGINCCC") and within each jurisdiction by the respective Participating Municipality; and

- WHEREAS, the County, Participating Municipalities and Comcast agree that the continued operation of the C-Net within the County is in the public interest, and the purpose of this Agreement is to agree upon the terms of the IRU, to ensure that the County and all of the Participating Municipalities have a functioning institutional network that is adequately maintained to provide continuous paths for communications between and among sites; and
- WHEREAS, the C-Net is connected to the FiberNet, defined below, and it is the intent of the parties to provide a means by which the C-Net may be connected to the FiberNet and via those networks, to additional locations, without Comcast being required to dedicate additional capacity on its network to public, educational or government use of an institutional network, except as part of the maintenance of the C-Net; and

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual benefits and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- (a) “Actual Cost” means the cost to Comcast of materials and labor necessary to perform maintenance of C-Net facilities, as further described in Exhibit 3.
- (b) “Authorized Users” means the County, Participating Municipalities, Prince George’s County Public Schools and their agencies and subdivisions; all political subdivisions of the State located within the external boundaries of the County, and their agencies and subdivisions.
- (c) “C-Net” means the fiber and associated facilities on Comcast’s side of the Demarcation Point, constructed or extended by Comcast pursuant to the 1999 Franchise Agreements to serve the proposed 186 sites listed in that agreement, all described in Exhibit 2.
 - (i) LFAs may substitute sites so long as the LFA bears all expenses associated with the move.
 - (ii) Parties also agree that nothing in this Agreement prevents LFAs from adding sites on the LFA’s side of the Demarcation Point.
- (d) “Demarcation Point” for purposes of this Agreement shall be:
 - (i) At C-Net sites, the patch panel, termination block, or other termination device located at each of the County’s or Participating Municipalities’ C-Net sites, at the point closest to Comcast’s facilities where the device transmits signals to and from the C-Net provided by Comcast;
 - (ii) At the Comcast headend, or at hub sites where the County or Participating Municipalities have equipment used in the operation of the C-Net, the inputs and outputs of the County or Participating Municipality equipment;

- (iii) At other locations where FiberNet cables are spliced directly to the C-Net fibers, the splice point or splice box used for the connection is the Demarcation Point, and is on Comcast's side of the Demarcation Point.
- (e) "Effective Date" means July 1, 2023.
- (f) "FiberNet" refers to fiber optic networks constructed by County or Participating Municipalities separately, or in conjunction with other Maryland communities (including, without limitation the Inter-County Community Broadband Network) and used in part for governmental communications, as the same exist now, or may be expanded.
- (g) "Fiber Specifications" means all fiber is single mode and meets manufacturer's specifications for performance along the route and at each splice point. Splices occurring along the C-Net fiber routes shall meet generally accepted industry standards for workmanship and optical transmission performance
- (h) "Franchise Agreement" means those agreements, dated in 2022 or 2023, between LFAs and Comcast to operate a cable system in their respective jurisdictional boundaries for the purpose of providing cable service.
- (i) "Institutional Network" or "I-Net" refers collectively to the interrelated C-Net and FiberNet networks.
- (j) "LFAs" or "Local Franchising Authorities" refers collectively to the County and the Participating Municipalities.
- (k) "Maintenance" is interpreted broadly to include repair, restoration, rebuilding, replacement, removal, relocation, location, and similar work required to ensure that the C-Net is in good condition; properly and safely installed and satisfying all applicable specifications, including the Fiber Specifications; federal, state, and local code requirements; applicable permitting requirements; and utility pole attachment licenses.
- (l) "Outage" refers to an instance when a user cannot for a period of more than one hundred and twenty (120) minutes, because of a problem resulting from the failure of any network component provided by Company, transmit video, voice, and/or data communications on the C-Net. "Outage" conditions shall not include scheduled preventive maintenance as long as the County and any affected Participating Municipalities are notified no less than seven (7) days in advance and the Company considers requests for rescheduling maintenance to times less disruptive to the County and any affected Participating Municipalities, or cases of Force Majeure.

2. TERM

- (a) The Term of this Agreement shall be ten (10) years unless terminated earlier by LFAs in accordance with the terms and conditions of this Agreement.

- (b) Additional Term. Nothing herein shall prevent Comcast, the County, or any Participating Municipality from extending the term of this Agreement by mutual agreement.

3. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE

- (a) All right, title, and interest in the C-Net shall always remain exclusively with Comcast. Subject to the terms and conditions of this Agreement, Comcast grants each of the LFAs individually an exclusive and indefeasible right of use (IRU) in the C-Net that serves only facilities within each LFA's respective boundaries, and the LFAs jointly an exclusive and indefeasible IRU in the remainder of the C-Net, which consists of fiber connections to Comcast hubs, nodes and headend (the "Joint Facilities").
- (b) The IRU granted herein does not convey to the LFAs any legal title to any real or personal property; provided that, to the fullest extent permitted by law, and solely for the Term of this Agreement, as to those portions of the C-Net for which an LFA holds the IRU (whether separately, or jointly with other LFAs), the IRU grants the LFAs all beneficial title and interest in the C-Net, and the LFAs shall be the beneficial owners of the C-Net, possessing equitable title thereto, and shall have the exclusive and indefeasible right of use of the C-Net (jointly, with respect to the Joint Facilities) as if the LFAs were the absolute owner thereof. Notwithstanding anything herein to the contrary, upon the Effective Date, the grant of the IRU in the C-Net shall be deemed fully performed, shall vest in the LFAs and shall be deemed severable and non-executory.

4. ACCESS.

- (a) LFAs shall be granted access to Comcast's headend site, LFA designated splice locations and other C-Net related facilities within one (1) hour of request during Normal Business Hours subject to reasonable security requirements of Comcast for such facilities. Comcast shall not be required to allow outside third-party personnel access to its headend or other such sensitive, secure facilities without prior notification from the LFAs. At the headend, C-Net fibers shall continue to be terminated and labeled using industry standard connectors in an area within the headend facility (the Headend C-Net Service Area). The LFAs shall have 2 racks available in Comcast's headend and hub sites with sufficient heating and air conditioning. 10 kW power shall be available for the Headend C-Net Service Area, including backup power. The Parties shall negotiate in good faith, if the need for additional power arises in the future, to develop agreeable terms for such power. The IRU includes unrestricted access to the C-Net except as stated herein, including entering splice locations and LFA-designated splice trays without prior notice to Comcast, provided that if LFA access results in interruption of Comcast's services three times during the term of this Agreement, access shall thereafter only take place with advance notice and supervision by a Comcast employee if so elected by Comcast and subject to an hourly fee for the supervision by a Comcast employee.

- (b) The Company may notify the County that it wants to relocate the I-Net equipment and facilities from the Company's headend site to a County-based facility, on 120 days' notice. The costs of such relocation shall be borne by the Company. The County and the Company shall work cooperatively toward such relocation, including the exchange of relevant cost and engineering information. The relocation shall take place pursuant to a written plan by the Company addressing the equipment and facilities that must be moved, the retrofitting of the County facility if needed, the scheduling of the relocation, and the timing and logistics of the cutover from the Company's headend to the new location.

5. USE OF C-NET FACILITIES.

- (a) Subject to the restrictions set forth in this Agreement, the C-Net may be used for any lawful, noncommercial, governmental and educational purpose, and for transport of signals for public, educational and government access channels. The LFAs shall not use or permit any third party to use the C-Net for resale or for the transmission of third-party traffic. For purposes of this Section 5, "third-party traffic" shall mean communications not involving at least: (i) one Authorized User, or (ii) a regional government or educational authority in which Authorized Users participate.
- (b) Required Rights: Comcast represents and warrants that it has obtained all required regulatory authorizations, construction permits, and appropriate agreements for installation and use of the C-Net installed in ducts, on poles, or in trenches on public or private property as of the Effective Date of this Agreement, and that the same will be maintained in full force and effect. The LFAs shall have a non-exclusive right to use and occupy all conduits, strand, pole attachments, sheaths and other property solely to the extent currently used by the C-Net (including but not limited to replacement conduits, strand, pole attachments, sheaths and other property). The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Required Rights and consistent with all of the terms and conditions set forth in this Agreement. To the extent Comcast incurs additional expense for pole attachments, or other required approvals, to maintain the Required Rights, such additional costs shall be paid for by the LFAs.
- (c) An LFA may, at the LFA's cost, interconnect the C-Net with the FiberNet. An LFA may request that interconnection to the C-Net on the Comcast side of the Demarcation Point be permitted at any location, including Comcast's headend and hub sites. Permission by Comcast shall not be unreasonably denied. Comcast shall perform the connection and may charge the LFAs its costs therefore. LFAs are responsible for configuring their network so that interconnection does not result in the C-Net being used in a manner prohibited by this Section.
- (d) An LFA shall not sublease, barter, sell, or give away capacity on the C-Net without Comcast's prior written consent. The limitations in this Section apply only to the C-Net.

- (e) The LFAs shall have the right to attach LFA equipment to the C-Net subject to the provisions below:
 - (i) Prior written consent from Comcast is required when an LFA wishes to attach devices to the C-Net at locations where the C-Net fibers are bundled with other Comcast fibers, which consent shall not be unreasonably denied. Prior to attaching equipment to the C-Net on Comcast's side of the Demarcation Point, the LFA will coordinate with Comcast to ensure that the equipment and associated cabling, and power supplied, can be connected safely to the network at logical splice points consistent with sound engineering practice.
 - (ii) The County and Participating Municipalities accept sole responsibility for any and all end user electronics or other equipment necessary to make their respective C-Net sites or equipment operational from the Demarcation Point.
 - (iii) LFA equipment may not be attached to the C-Net if it would cause Comcast to violate applicable safety codes or cause Comcast to be in violation of the terms and conditions of any pole attachment agreement, conduit, easement or other required authorization. If an attachment by the LFA directly to the C-Net on a pole is treated as a Comcast attachment by the pole owner, and the pole owner charges Comcast additional pole attachment fees for the attachment, the LFA will pay the additional fees.
- (f) LFAs may permit other municipal or governmental agencies and subdivisions to use the C-Net within its jurisdictional boundaries and may maintain or enter into agreements for joint management and use of C-Net with other jurisdictions, subject to the restrictions on use set forth herein or in the Franchise Agreement. Comcast bears no responsibility for managing the use of the C-Net or for resolving conflicts that may arise regarding the use of the C-Net.
- (g) Nothing in this Agreement is intended to alter or to require renegotiation of any existing arrangement among the LFAs for use of the C-Net, so long as such terms are consistent with the terms of this Agreement.
- (h) The fee and cost obligations of the LFAs are subject to the LFA appropriations process, but Comcast is not required to perform work until fees and costs are appropriated.

6. PAYMENT AND MAINTENANCE OBLIGATIONS.

- (a) Comcast shall maintain the C-Net in accordance with the standards set forth in Exhibit 3. The LFAs shall pay Comcast an annual fee of \$185,256 adjusted by an increase of 1.85% on the anniversary date of the Effective Date as set forth in Exhibit 4. The payments shall be made in advance on an annual basis, with the first annual payment due within thirty (30) days of the Effective Date of this Agreement, and subsequent payments due on the anniversary of the Effective Date. Payment is subject to the appropriation of funds, but Comcast need not maintain the C-Net until and unless the annual fee is paid. In consideration for the settlement of the dispute over the C-Net as stated herein, Comcast agrees that the County and all municipalities identified in Exhibit C of the Franchise

Agreement, may use PEG Capital Funding provided for in their Franchise Agreements to pay the fee set forth herein, and that Comcast shall not offset costs related to the C-Net against franchise fees pursuant to the FCC's 621 Orders.

- (b) Other than as set forth herein, Comcast shall bear no responsibility whatsoever for any installation, construction, maintenance or operation of C-Net or FiberNet facilities.
- (c) Other than construction related to fulfillment of its maintenance obligations in Exhibit 3 with respect to the C-Net Comcast shall have no obligation to construct any additional facilities for the C-Net, but may do so at its option, subject to written agreement with the LFAs.
- (d) No fees related to the C-Net, other than the fees specified in this Agreement, may be charged by Comcast to the LFAs or Authorized Users.

7. CABLE MODEMS

The County and Participating Municipalities shall have 90 days from the Effective Date to transition to a Comcast Business Service Internet Plan for the cable modem accounts listed in Exhibit 5 or to cancel service. Comcast agrees there will be no charge for the cable modem accounts listed in Exhibit 5 during this 90-day transition period.

8. NOTICES

Notices shall be provided by the Parties hereunder in the same manner and to the same persons as provided in the Franchise Agreements, except as specified below.

- (a) Payments made to Comcast hereunder shall be made by check or otherwise to the address specified on the invoice.
- (b) Comcast and the LFAs shall exchange escalation contact lists, as may be updated from time to time, to facilitate cooperation and coordination in meeting C-Net maintenance objectives and with regard to other aspects of their respective operations, and to provide notices required in connection with Section 6 and Exhibit 3.

9. LIENS AND ENCUMBRANCES

No Party, directly or indirectly shall create or impose any lien on the property of another Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit Comcast from permitting the creation or imposition of a lien or security interest on facilities that it owns, provided that the same is subject to the rights of the LFAs under this Agreement.

10. INDEMNIFICATION: WARRANTIES

- (a) Comcast agrees to indemnify and hold the LFAs harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either Party hereto which may arise out of or be caused by such Party, its employees, servants, contractors, and/or agents in connection with the construction and maintenance of the C-Net under the terms of this Agreement but not arising from Outages unless such an Outage was the result of the negligent, intentional or reckless acts or omissions of Comcast, subject to any and all defenses and limitations of liability provided by law. Provided, the indemnity does not apply to claims that may arise from the failure of an application the LFAs are using over the C-Net. By way of example, if the LFAs choose to use the C-Net to support emergency services to the public and an individual is harmed due to a network problem preventing a timely emergency response, Comcast shall have no indemnification obligation and makes no warranty to the suitability for such purposes.
- (b) There are no third-party beneficiaries to this agreement. Comcast makes no warranty to any person other than as set forth in this agreement.
- (c) Without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, each of the LFAs shall be responsible for its own acts of willful misconduct or negligence or breach of obligation committed by it for which it is legally responsible, with respect to any activity or function conducted by any Person other than Comcast pursuant to this Agreement, subject to any and all defenses and limitations of liability provided by law.

11. DAMAGES LIMITATION

- (a) No Party shall be liable to another for special, exemplary, incidental, consequential punitive or indirect losses or damages (whether foreseeable or not) as result of the performance of nonperformance of its obligations under this Agreement, or its acts or omissions related to this Agreement or its use of facilities and equipment that are subject to this Agreement, whether or not arising from sole, joint, or concurrent negligence, contract, breach of warranty, strict liability or violation of law, even if advised of the possibility of such damages. The limitations do not reach damages that the LFAs may incur as a result of being required to obtain a substitute for the C-Net as a result of a breach.

12. DEFAULT AND TERMINATION

- (a) The County and the Participating Municipalities may terminate this Agreement at any time on ninety (90) days' notice at which point all work by Comcast on the C-

Net shall cease; but the County and Participating Municipalities shall remain liable for work authorized and performed prior to notice being given.

- (b) On termination, County and Participating Municipalities may abandon any facilities at the hubs, headends or on the C-Net in place, or it shall promptly remove the equipment. Comcast shall provide access to its network as necessary to permit prompt removal of equipment. The LFA equipment shall be deemed abandoned if not removed or other arrangements agreed to within 180 days after termination.

13. WAIVER

The failure of a Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

14. FORCE MAJEURE

The obligations of the Parties hereto are subject to Force Majeure, defined in the same manner as in the Franchise Agreements. No Party shall be held in default under, or in noncompliance with, the provisions of this Agreement, or suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of a Party's capacity to perform, the Party shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible. Provided that, the failure of Comcast to maintain the C-Net shall give rise to the rights of the County and Participating Municipalities to maintain the C-Net themselves, whether or not the failure is due to *force majeure*.

15. SEVERABILITY

If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith to attempt to reach agreement on a substitute provision for at least ninety (90) days prior to exercising any remedy that may be available at law or equity. During that negotiation period, the parties will comply with the terms and conditions of this agreement unless expressly precluded from doing so by Applicable Law.

16. DISPUTES

If the LFAs dispute any invoiced cost or expense, they shall give the Company written notice specifying the item disputed, and the reason therefore. The LFAs shall not withhold payment for any cost or expense which is not disputed. The Parties shall, in good faith, diligently pursue resolution of any disputed item.

17. MISCELLANEOUS

- (a) This Agreement shall inure to the benefit of, and shall be binding on the Parties' respective successors and permitted assigns. This Agreement may not be assigned by Comcast without the prior written consent of the LFAs, but that consent will not be unreasonably refused, so long as the successor in interest will be the owner of Comcast's Cable System and a party to the Franchise Agreements with the County and the Participating Municipalities.
- (b) This Agreement may not be modified or amended, nor any of its terms waived, except by a writing signed by duly authorized representatives of the Parties.
- (c) This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Agreement shall be brought in the appropriate State or Federal courts in Maryland.
- (d) This Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each Party has consulted with its counsel. Each Party hereto has carefully and completely read all of the terms and provisions of this Agreement.
- (e) No Party, nor any of its Affiliates, will take any action to challenge any provision of this Agreement as contrary to federal or state law or FCC regulations; nor will they participate with any other person or entity in such challenge excluding future changes in law. If any provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, the Parties shall enter into good-faith negotiations with the intent of reaching an agreement that would place the Parties in substantially the same position as if this Agreement were fully enforceable. If the negotiations do not result in agreement between the Parties within sixty days from the date of the final decision referred to in the preceding sentence, then either Party may call for binding arbitration within thirty days. Such arbitration shall have the goal of placing the Parties in the same positions they would occupy if this Agreement had been fully enforceable. The Parties shall select an independent, mutually acceptable arbitrator, who shall have available the full range of appropriate remedies. The arbitrator's decision shall be final and binding on both Parties. The Parties will each pay their own costs to appear before the arbitrator and will share the arbitrator's costs equally.
- (f) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto.
- (g) Capitalized terms not defined herein have the same meaning as those terms in the Franchise Agreements.
- (h) This Agreement shall be effective upon the above-referenced date when it is executed on behalf of the Parties.

March 16, 2023

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives of each Party as follows:

SIGNATURES

SETTLEMENT - EXHIBIT 1

Participating Municipalities

Town of Berwyn Heights*
City of Bowie*
Town of Brentwood*
City of College Park*
Town of Colmar Manor*
Town of Cottage City*
City of District Heights*
Town of Edmonston*
Town of Fairmount Heights
City of Glenarden*
City of Greenbelt*
Town of Landover Hills*
City of Laurel*
City of Mount Rainier*
City of New Carrollton*
Town of North Brentwood*
Town of University Park*
Town of Upper Marlboro#

The Town of Upper Marlboro participated in the 1999 Franchise part of the County

SETTLEMENT - EXHIBIT 2

SITE NO.	SITE NAME	SITE ADDRESS
1	Bladensburg HS	5610 Tilden Road or 4200 57th Ave., Bladensburg, MD 20710
2	Bowie HS	15200 Annapolis Rd, Bowie, MD 20715
3	Central HS	200 Cabin Branch Rd., Capitol Heights, MD 20743
4	Crossland HS	6901 Temple Hill Rd., Temple Hills, MD 20748
5	Duval HS	9880 Good Luck Rd., Lanham, MD 20706
6	Eleanor Roosevelt HS	7601 Hanover Pkwy., Greenbelt, MD 20770
7	Fairmount Heights HS	7001 Beltz Dr., Forestville, MD 20747
8	Forestville HS	7001 Beltz Dr., Forestville, MD 20747
9	Frederick Douglas HS	8000 Croom Rd., Upper Marlboro, MD 20772
10	Friendly HS	10000 Allentown Rd., Fort Washington, MD 20744
11	Gwynn Park HS	13800 Brandywine Rd., Brandywine, MD 20613
12	High Point HS	3601 Powder Mill Rd., Beltsville, MD 20705
13	Largo HS	505 Largo Rd., Upper Marlboro, MD 20774
14	Laurel HS	8000 Cherry Lane, Laurel, MD 20707
15	Northwestern HS	7000 Adelphi Rd., Hyattsville, MD 20782
16	Oxon Hill HS	6701 Leyte Dr. Oxon Hill, MD 20745
17	Parkdale HS	6001 Good Luck Rd., Riverdale, MD 20737
18	Potomac HS	5211 Boydell Avenue, Oxon Hill, MD 20745
19	Suitland HS	5200 Silver Hill Rd., District Heights, MD 20747
20	Surrattsville HS	6101 Garden Drive, Clinton, MD 20735
21	Charles Herbert Flowers HS	10001 Ardwick-Ardmore Dr., Springdale, MD 20774
22	Tall Oaks Vocational HS	2112 Church Rd. Bowie, MD 20721
23	Andrew Jackson MS	3500 Regency Pkwy., District Heights, MD 20747
24	Benjamin Stoddart MS	2501 Olson St. Marlow Heights, MD 20748
25	Benjamin Tasker MS	4901 Collington Rd., Bowie, MD 20715
26	Bucklodge MS	2611 Buck Lodge, Hyattsville, MD 20783
27	Charles Carroll MS	6130 Lamont Dr., New Carrollton, MD 20784
28	Drew Freeman MS	2600 Brooks Drive, Suitland, MD 20746
29	Dwight D Eisenhower MS	13725 Briarwood Dr. Laurel, MD 20708
30	Eugene Burroughs MS	14600 Berry Rd., Accokeek, MD 20607
31	Gardner Shuggart MS	2000 Calloway St. Temple Hills, MD 20748
32	Greenbelt MS	8950 Edmonston Rd., or 6301 Breezewood Dr, Greenbelt, MD 20770
33	Gwynn Park MS	8000 Dyson Rd. Brandywine, MD 20613
34	Hyattsville MS	6001 42nd Avenue, Hyattsville, MD 20781
35	James Madison MS	7300 Woodyard Rd., Upper Marlboro, MD 20772
36	Kenmoor MS	2500 Kenmoor Dr., Hyattsville, MD 20785

SITE NO.	SITE NAME	SITE ADDRESS
37	Kettering MS	65 Harrington Dr., Upper Marlboro, MD 20772
38	Lord Baltimore MS/Isaac J. Gourdine MD	8700 Allentown Rd., Fort Washington, MD 20744
39	Martin Luther King Jr. MS	4545 Ammendale Rd., Beltsville, MD 20705
40	Nicholas Orem MS	6100 Editors Park Dr., Hyattsville, MD 20782
41	Oxon Hill MS	9570 Fort Foote Rd., Fort Washington, MD 20744
42	Robert Goddard MS	9850 Good Luck Rd., Lanham, MD 20706
43	Stephen Decatur MS	8200 Pinewood Dr., Clinton, MD 20735
44	Thomas G. Pullen MS	700 Brightseat Rd., Hyattsville, MD 20785
45	Thomas Johnson MS	5401 Barker Pl., Lanham, MD 20706
46	Thurgood Marshall MS	4909 Brinkley Rd., Temple Hills, MD 20748
47	Walker Mill MS	800 Karen Blvd., Capitol Heights, MD 20743
48	William Wirt MS	6200 Tuckerman St., Riverdale, MD 20737
49	SASSCER/Board of Education	14201 School Ln., Upper Marlboro, MD 20772
50	Belair Staff Development Center	3021 Belair Dr., Bowie, MD 20715
51	Bladensburg Instructional Center	5150 Annapolis Rd., Bladensburg, MD 20710
52	Facilities Administration Building	13300 Old Marlboro Pike, Upper Marlboro, MD 20772
53	ISSC (PGCPS)	9201 East Hampton Dr., Capitol Heights, MD 20743
54	Oxon Hill Staff Dev. Ctr.	7711 Livingston Rd., Oxon Hill-Glassmanor, MD 20745
55	Bonnie F. Johns Center	8437 Landover Rd., Greater Landover, MD 20785
56	RICA Center	9400 Surratts Rd., Cheltenham, MD 20623
57	UM Conference Center	3501 University Boulevard East, Adelphi, MD 20783
58	UMUC Pontiac St	4716 Pontiac Street College Park, MD 20740
59	UM Space/ Science Bldg	Stadium Dr & Regents Dr., University of Maryland, College Park, MD 20742
60	PG Community College	301 Largo Rd., Largo, MD 20774
61	Bowie State University	14000 Jericho Park Rd., Bowie, MD 20715
62	Glen Dale Comm Ctr	7800 Central Ave., Landover, MD 20785
63	Accokeek Library	15773 Livingston Rd, Accokeek, MD 20607
64	Ernest Everett Just MS	1300 Campus Way North., Bowie, MD 20721
65	Fire Dept. Services	6820 Webster Street., Hyattsville, MD 20784
66	PD- MNP/SOD	6700 Riverdale Rd. East Riverdale, MD 20737
67	PGC Jefferson Ave Warehouse	7600 Jefferson Ave, Landover, MD 20785
68	PD District 2/Bowie	601 SW Crain Hwy., Upper Marlboro, MD 20774

SITE NO.	SITE NAME	SITE ADDRESS
69	PGC PD District 4 (Eastover)	5135 Indian Head Hwy, Oxon Hill, MD 20745
70	PD District 5/Canton	6707 Groveton Dr., Clinton, MD 20735
71	PGC PD District 6/Beltsville	4321 Sellman Rd. Beltsville, MD 20705
72	PGC PD-Training	13401 Dille Drive., Upper Marlboro, MD 20772
73	PGC HD-Cheverly	3003 Hospital Drive., Hyattsville, MD 20785
74	Central Reg Health Dept	5408 Silver Hill Rd., District Heights, MD 20747
75	HD-DYER/Southern Regional	9314 Piscataway Rd., Clinton, MD 20735
76	PGC Fleet Maintenance	8019 Central Ave., Capitol Heights, MD 20743
77	PGC Public Works Marburger	8400 D'Arcy Rd., District Heights, MD 20747
78	PGC DER-Landfill	3500 Brown Station Rd., Upper Marlboro, MD 20774
79	TRIP Center to LGC	8400 D'Arcy Rd., District Heights, MD 20747
80	PGC DOC-Jail	13400 Dille Dr., Upper Marlboro, MD 20772
81	Lanham-CAB	14741 Gov. Oden Bowie Dr., Upper Marlboro, MD 20772
82	Beltsville Library	4319 Sellman Rd., Beltsville, MD 20705
83	Bladensburg Library	4820 Annapolis Rd, Bladensburg, MD 20710
84	Bowie Library	15210 Annapolis Road., Bowie, MD 20715
85	Fairmount Heights Library	5904 Kolb St., Fairmont Heights, MD 20743
86	Glenarden Library	8724 Glenarden Pkwy., Glenarden, MD 20706
87	Greenbelt Library	11 Crescent Rd., Greenbelt, MD 20770
88	Hillcrest Heights Library	2398 Iverson St., Hillcrest Heights, MD 20748
89	Hyattsville Library	6530 Adelphi Rd., Hyattsville, MD 20782
90	Largo Kettering Library	9601 Capital Lane., Upper Marlboro, MD 20774
91	Laurel Library	507 7th Street., Laurel, MD 20707
92	New Carrollton Library	7414 Riverdale Rd., New Carrollton, MD 20784
93	Oxon Hill Library	6200 Oxon Hill Rd., Oxon Hill, MD 20745
94	Spaulding Library	5811 Old Silver Hill Rd., District Heights, MD 20747
95	Surratts-Clinton Library	9400 Piscataway Rd., Clinton, MD 20735
96	Upper Marlboro Library	14730 Main St., Upper Marlboro, MD 20772
97	DPWT Greenbelt SHA	9300 Kenilworth Avenue, Greenbelt, MD 20770
98	DPWT Iverson @ 26th Ave	Iverson St & 26th Avenue
99	DPWT Lottsford Rd @ Arena Dr	Arena Dr & Lottsford Rd
100	DPWT Sheriff Rd E @ William Paca	Sheriff Rd & William Paca
101	DPWT Ritchie Rd @ Walker Mill Rd	Ritchie Rd & Walker Mill Rd

SITE NO.	SITE NAME	SITE ADDRESS
102	DPWT Ardwick Ardmore Rd.	Ardwick-Ardmore Rd & Pennsy Dr
103	Sheriff Rd @ Giant Food Warehouse	Sheriff Rd & Giant Food West
104	DPWT Marlboro Pike @ Donnell Dr	Marlboro Pike E & Donnell Dr
105	DPWT Marlboro Pike @ County Rd	Marlboro Pike Mid & Silver Hill Rd
106	DPWT Paint Branch @ River Rd	Paint Branch Pkwy & River Rd
107	DPWT Alexander Ferry Rd	Old Alex. Ferry Rd & Malcolm Rd
108	DPWT Walker Mill @ Rochelle Ave	Walker Mill Rd & Rochelle Avenue
109	PGC Vehicle Audits	4920 Richie Marlboro Rd., Upper Marlboro, MD 20772
110	PGC Animal Control	3750 Brown Station Road Upper Marlboro, MD
111	Animal Control (Old site)	8311 D'Arcy Rd., Forestville, MD 20747
112	PGC Hyattsville Judicial Center	5000 Rhode Island Ave., Hyattsville, MD 20781
113	PGCTV	9475 Lottsford Rd, Largo, MD 20774
114	PGC Hyattsville District Court	4990 Rhode Island Ave., Hyattsville, MD 20781
115	Lakeside	14432 Old Mill Rd, Upper Marlboro MD 20772
116	Berwyn Heights Town Office	5700 Berwyn Avenue., Berwyn Heights, MD 20740
117	Berwyn Heights Public Works	8418 Ballew Avenue, Berwyn Heights, MD 20740
118	Berwyn Heights Senior Center	8603 57th Avenue, Berwyn Heights, MD 20740
119	Bowie Belair Mansion	12207 Tulip Grove Dr., Bowie, MD
120	Bowie Belair Stables	2835 Belair Dr., Bowie, MD
121	Bowie Parks & Grounds Maintenance Bldg.	3106 Mitchellville Rd., Bowie, MD 20716
122	Bowie Ice Arena	3330 Northview Dr., Bowie, MD 20716
123	Bowie Genealogy Library	12219 Tulip Grove Rd., Bowie. MD 20715
124	Bowie Playhouse	16500 White Marsh Park Dr, Bowie, MD 20715
125	Bowie Harmel House	2608 Mitchellville Rd. Bowie, MD 20716
126	Bowie Water Plant	2913 Bradford Ln., Bowie, MD 20715
127	Bowie Public works, Wastewater and Recycling	16500 Annapolis Rd., Bowie, MD 20715
128	Bowie Robert V. Cetera Ampitheater	3330 Northview Dr., Bowie, MD 20716
129	Bowie Senior Center	14900 Health Center Drive, Bowie, MD 20716

SITE NO.	SITE NAME	SITE ADDRESS
	Bowie Gymnasium	4100 Northview Dr., Bowie, MD 20716
	Bowie Water Tower	3107 Belair Dr., Bowie, MD 20715
130	Bowie Comm. Ctr.	3209 Stonybrook Dr. Bowie, MD
131	Bowie Huntington Comm. Ctr.	13022 Eighth St. Bowie, MD 20720
132	Bowie Community Ctr Pittsfield	1717 Pittsfield Ln, Bowie, MD 20716
133	College Park Public Services	4601A Calvert Road, College Park, MD 20740
134	College Park Youth & Family Svcs.	4912 Nantucket Rd., College Park, MD 20740
135	College Park Housing Authority	9014 Rhode Island Ave, College Park, MD 20740
136	College Park Senior Program/Spellman House apartments	4711 Berwyn House Rd., College Park, MD 20740
137	Cottage City Town Hall	3820 40th Avenue, Brentwood, MD 20722
138	District Heights Municipal	2000 Marbury Drive, District Heights, MD 20747
139	Edmonston Town Hall	5005 52nd Ave, Hyattsville, MD 20781
140	Edmonston Town Hall	5005 52nd Ave, Hyattsville, MD 20781
141	Glenarden City Hall	8600 Glenarden Pkwy, Glenarden, MD 20706
142	Greenbelt City Hall	25 Crescent Rd, Greenbelt, MD 20770
143	Landover Hills Town Hall	6904 Taylor St., Hyattsville, MD 20784
144	Mt. Rainier City Hall	1 Municipal Pl, Mt. Rainier, MD 20712
145	Mt. Rainier City Hall	1 Municipal Pl, Mt. Rainier, MD 20712
146	New Carrollton City Hall	6016 Princess Garden Parkway, New Carrollton, MD 20784
147	New Carrollton Public Works	6318 Westbrook Dr. New Carrollton, MD 20784
148	University Park Town Hall	6724 Baltimore Ave., University Park, MD 20782
149	North Brentwood Town Hall	4300 39th place, Brentwood MD, 20722
150	PGC National Harbor @ Fleet St	National Harbor & Fleet St.
151	Brentwood Town Hall	4009 Wallace Rd., North Brentwood, MD 20722
152	Ritchie OTN	1107 Ritchie Rd. Capitol Heights, MD 20743
153	Ritchie OTN	1107 Ritchie Rd. Capitol Heights, MD 20743
154	Ritchie OTN	1107 Ritchie Rd. Capitol Heights, MD 20743
155	Ritchie	1107 Ritchie Rd. Capitol Heights, MD 20743
156	Livingston	9611 Livingston Rd., Fort Washington, MD 20744
157	Livingston	9611 Livingston Rd., Fort Washington, MD 20744

SITE NO.	SITE NAME	SITE ADDRESS
158	Hyattsville	4314 Farragut St. Hyattsville, MD 20781
159	Hyattsville	4314 Farragut St. Hyattsville, MD 20781
160	Hyattsville	4314 Farragut St. Hyattsville, MD 20781
161	Lanham OTN	9609 Annapolis Rd., Lanham, MD 20706
162	Lanham OTN	9609 Annapolis Rd., Lanham, MD 20706
163	Lanham/Annapolis Rd.	9609 Annapolis Rd., Lanham, MD 20706
164	Bowie	2614 Kenhill Dr. Bowie, MD 20715
165	Bowie	15901 Fred Robinson Way, Bowie, MD 20716
166	Bowie	15901 Fred Robinson Way, Bowie, MD 207165
167	LGC	9201 Basil Court, Largo, MD 20774
168	LGC	9201 Basil Court Largo, MD 20774
169	LGC	9201 Basil Court, Largo, MD 20774
170	LGC	9201 Basil Court Largo, MD 20774
171	LGC-Inet Services	9201 Basil Court Largo, MD 20774
172	Southern Regional Service Center	7007 Bock Road, Fort Washington, MD 20744
173	Greenbelt Community Center/Gate	15 Crescent Rd., Greenbelt, MD
174	Greenbelt youth Center	99 Centerway, Greenbelt, MD
175	Greenbelt Aquatic/Fitness Center	101 Centerway, Greenbelt, MD
176	Greenbelt Police Department	550 Crescent Rd., Greenbelt MD
177	Greenbelt Public works	555 Crescent Rd, Greenbelt MD
178	Greenbelt SHL Rec	6101 Cherrywood Lane., Greenbelt, MD
179	Greenbelt Museum	10 Crescent Rd., Greenbelt MD
180	Bladensburg City Hall	4229 Edmonston Rd, Bladensburg, MD 20710
181	Colmar Manor Town Hall	3701 Lawrence St, Colmar Manor, MD 20722
182	Riverdale Town Hall	5004 Queensbury Rd, Riverdale, MD 20737
183	Hyattsville Municipal Ctr/Town Hall	4310 Gallatin St, Hyattsville, MD 20781
184	College Park City Hall	4500 Knox Rd, College Park, MD 20740
185	Bowie Boathouse	3330 Northview Dr. Bowie, MD 20716
186	College Park Public Works	9219 51st Ave, College Park, MD 20740
187	Laurel Municipal Center	8103 Sandy Spring Rd, Laurel, MD 20707
188	Laurel Police Department	811 Fifth St., Laurel MD 20707
189	Laurel Armory	422 Montgomery St., Laurel, MD 20707
190	Robert J. Dipietro Community Center	7901 Cypress St., Laurel MD 20707

SITE NO.	SITE NAME	SITE ADDRESS
191	Laurel Public Works	305 First St., Laurel, MD 20707
192	Laurel Main St. Pool	9 th St. & Main St., Laurel, MD 20707

SETTLEMENT - Exhibit 3

Maintenance Standards

1. Comcast shall perform all maintenance of the C-Net up to the Demarcation Point. Notwithstanding any other provision of this Agreement, in any case where Comcast could charge costs to the LFAs, but may be reimbursed for costs by a third party (as may be the case, for example, if a third party damages the C-Net), LFAs may not be charged.
2. The Maintenance Standards and pricing set forth herein assume that the LFAs continue to manage the C-Net through PGINCCC or its successor. The costs set forth herein are the costs for the C-Net serving all LFAs, collectively. In the event an LFA opts to manage its rights separately, it will be billed separately for the portion of the C-Net for which it holds an IRU, and the fee in Section 6 will be allocated to that entity proportionately based on the number of sites served in that LFA and the cost to entities that continue to manage the C-Net jointly will be reduced by the amount so allocated. The LFAs must give Comcast written notice at least 60 days prior to the anniversary of the Effective Date (when the next annual payment would be due) to allow for the transition of invoicing. Changes in management described herein occurring after the annual payment is made shall not obligate Comcast to refund any amounts already paid for that year. The LFAs are responsible for no costs associated with maintenance of the C-Net.
3. LFAs personnel shall notify Comcast's technicians in the event of an emergency involving the C-Net, or when routine maintenance of the C-Net is required. Upon determination of an emergency or "Outage", the County or Participating Municipality shall immediately notify the Comcast XOC by telephone at **1-800-441-6917** or through such other notification procedure as the Parties may establish. Upon notice from an LFA of an outage, or if Comcast becomes aware of an Outage that may affect the C-Net from its internal monitoring systems, Comcast shall respond as follows:

Within two (2) hours of receiving notice of a maintenance problem, Comcast's technicians shall arrive on-site to begin troubleshooting problems.

4. Material charges shall be applied whenever Comcast uses its own materials for maintenance. The LFAs will be charged Comcast's Material Cost.
5. General. In performing maintenance, the following shall also apply:
 - 5.1 Beyond the fee set forth in Section 6 of this Settlement Agreement, the LFAs shall not have to pay for the costs for maintenance of the C-Net, except as specifically provided herein.
 - 5.2 Comcast recognizes that restoration of the C-Net is equally as important as restoration of Cable Service to Subscribers.
 - 5.3 The LFAs shall be responsible for absorbing all associated make ready and/or permit costs for work done solely to benefit them. For joint use construction between the LFAs and Comcast, Comcast shall absorb those costs.
 - 5.4 In the event that any portion of the C-Net must be relocated, replaced or rebuilt for any reason, Comcast shall notify the LFAs as soon as is practical. Comcast shall further notify the LFAs of the reason(s) for the relocation, replacement or rebuilding and the impact said relocation,

replacement or rebuilding is expected to have on the Institutional Network. Relocations required by the LFAs shall be paid for by the LFA requiring the relocation.

- 5.5 Replacement Fibers. At any time following the Effective Date, if any of the fibers constituting the C-Net do not operate within the Fiber Specifications, Comcast shall replace the fiber or provide alternative equivalent capacity at no additional cost to the LFAs other than as specified herein.
- 5.5.1 The Parties recognize that the precise route of the C-Net (including the location of C-Net sites) may change from time to time. However:
- 5.5.2 No construction that alters the fiber routes or pathways, fiber terminations or operation of the Institutional Network may commence without Comcast providing the LFAs prior notice of at least thirty (30) days, except for emergencies.
- 5.5.3 Changes made must provide the LFAs with substantially the same quality of service and approximately the same route as existed before the C-Net was moved. In no event may the number of fibers that an LFA is authorized to use pursuant to this Agreement be reduced, nor may any change prevent any LFA from exercising its rights pursuant to this Agreement.
- 5.5.4 The costs of any changes to or relocations of the C-Net that are made in Comcast's discretion or for any cause other than those specified in 5.5.5 below, including any costs incurred by the LFAs in moving their equipment and extending FiberNet to the new location of the C-Net, shall be borne by Comcast and shall not be borne by the LFAs.
- 5.5.5 The LFAs shall be responsible for Actual Cost of any relocation work required at any given time for cable provided solely for LFA use and not collocated with Comcast fiber.

SETTLEMENT - Exhibit 4

Annual Fee:

Year 1	\$185,256.00
Year 2	\$188,683.24
Year 3	\$192,173.88
Year 4	\$195,729.09
Year 5	\$199,350.08
Year 6	\$203,038.06
Year 7	\$206,794.26
Year 8	\$210,619.96
Year 9	\$214,516.42
Year 10	\$218,484.98

SETTLEMENT - Exhibit 5

Cable Modem Pricing

An LFA, prior to the expiration of the 90-day period set forth in Section 7, may choose the level of service desired for each location. All speeds listed are download speeds. Prices are guaranteed for a two-year period. One GB service may be available on a location-by-location basis. All terms of service shall be Comcast's standard business services terms.

100mb - \$79.99 / month
200mb - \$99.99 / month
300mb - \$139.99 / month
600mb - \$189.99 / month

EXHIBIT B**List of Public Buildings**

2016 A,ROOM	14741	GOV ODEN BOWIE	UPPER MARLBORO
2016 B,ROOM	14741	GOV ODEN BOWIE	UPPER MARLBORO
ACADAMY, ANDREW JACKSON	3500	REGENCY PKWY	DISTRICT HEIGHTS
ACQUATIC CTR,GREENBEL	101	CENTERWAY	GREENBELT
ADMIN OFFICE,COUNTY	14741	GOV ODEN BOWIE DIS	UPPER MARLBORO
ADMIN OFFICE,COUNTY	14741	GOV ODEN BOWIE DIS	UPPER MARLBORO
ADMIN OFFICE,COURT	14735M	MAIN ST	UPPER MARLBORO
2016 A,ROOM	14741	GOV ODEN BOWIE	UPPER MARLBORO
2016 B,ROOM	14741	GOV ODEN BOWIE	UPPER MARLBORO
ACADAMY, ANDREW JACKSON	3500	REGENCY PKWY	DISTRICT HEIGHTS
ACQUATIC CTR,GREENBEL	101	CENTERWAY	GREENBELT
ADMIN,ARMISTEAD	8418	BALLEW AVE	COLLEGE PARK
ANNEX,BOWIE	3021	BELAIR DR	BOWIE
ANNEX,SUITLAND	5200B	SILVER HILL RD	DISTRICT HEIGHTS
APP MAINT DIV,PFGB	4200	FORESTVILLE RD	DISTRICT HEIGHTS
APPLE GROVE,ELEM SCH	7400	BELLEFIELD AVE	FORT WASHINGTON
AREA OFFICE,NORTHERN	7711	LIVINGSTON RD	OXON HILL
AREA OFFICE,SOUTHERN	6501	LOWLAND DR	LANDOVER
ARMORY,LAUREL	422	422 MONTGOMERY ST	LAUREL
ARMORY,LAUREL	422	422 MONTGOMERY ST	LAUREL
ARROWHEAD,ELEM SCH	2300	SANSBURY RD	LARGO
ASSEMBLY,JURY	14735	MAIN ST	UPPER MARLBORO
BARACK OBAMA,PGCPS	12700	BROOKE LN	UPPER MARLBORO
BARNABY MANOR,ELEM SCH	2411	OWENS RD	OXON HILL
BEN FOULOIS,ELEM SCH	4601	BEAUFORD RD	MORNINGSIDE
BEN STODDERT,MID SCH	2501	OLSON ST	CAMP SPRINGS
BLADENSBURG ES,PGCPS	4915	ANNAPOLIS RD	BLADENSBURG
BLADENSBURG,TOWN OF	4229	EDMONSTON RD	BLADENSBURG
BLADENSBURG,VFD	4213	EDMONSTON RD	BLADENSBURG
BLDG RM #270,COUNTY	9201	BASIL CT	LARGO
BONNIE JOHNS,PGCPS	8437	LANDOVER RD	LANDOVER
BOWIE MD, KENHILL CENTER	2614	KENHILL DR	BOWIE
BOWIE STATION,PG POLIC	601	CRAIN HWY	MITCHELLVILLE
BOWIE WSTE MA,CITY OF	16550	ANNAPOLIS RD	BOWIE
BOWIE,CITY OF	2916	BRADFORD LN	BOWIE
BRANCH ELMTY,PAINT	5101	PIERCE AVE	COLLEGE PARK
BRENT SCH,MARGARET	5816	LAMONT TER	NEW CARROLLTON
BRENTWOOD,NORTH	4009	WALLACE RD	N BRENTWOOD
CALVARY,MOUNT	6704	MARLBORO PIKE	DISTRICT HEIGHTS
CEDAR HEIGHTS,COMM CTR	1200	GLEN WILLOW DR	FAIRMOUNT HGT
CENER JUDICIA,CONFEREN	14735D	MAIN ST	UPPER MARLBORO
CENTER,COMMUNIT	5051	PIERCE AVE	COLLEGE PARK
CENTER, ROBERT J. DIPIETO COMUNITY	7901	CYPRESS ST	LAUREL

CENTER, ROBERT J. DIPIETO COMUNITY	7901	CYPRESS ST	LAUREL
CENTER,HUNTINGTON	13022	8TH ST	BOWIE
CENTRAL SERVI,OFFICE	3415	N FOREST EDGE RD	DISTRICT HEIGHTS
CENTRAL SERVI,OFFICE O	1400	MCCORMICK DR	LARGO
CENTRAL SERVICES,OFFICE OF	1301	MCCORMICK DR	LARGO
CENTRAL,HIGH SCH	200	CABIN BRANCH RD	CAPITOL HEIGHTS
CHAPEL FORGE ECC,PGCPS	12711	MILAN WAY	BOWIE
KENHILL CENTER,BOWIE	15901	FRED ROBINSON WAY	BOWIE
CITY HALL,CHEVERLY	6401	FOREST RD	CHEVERLY
CITY HALL,HYATTSVI	4310	GALLATIN ST	HYATTSVILLE
CITY HALL,HYATTSVI	4310	GALLATIN ST	HYATTSVILLE
CITY HALL,LAUREL	8103	SANDY SPRING RD	LAUREL
CITY HALL,LAUREL	8103	SANDY SPRING RD	LAUREL
CITY ICE ARENA,BOWIE	3330	NORTHVIEW DR	BOWIE
CITY PARKS & GROUNDS, BOWIE	3106	MITCHELLVILLE RD	BOWIE
CITY GYMNASIUM, BOWIE	4100	NORTHVIEW DR	BOWIE
CITY SENIOR CITY, BOWIE	14901	HEALTH CENTER DR	BOWIE
CITY PLAYHOUSE, BOWIE	16500	WHITE MARSH PARK DRIVE	BOWIE
CITY OF SEA P,POLICE D	6011	ADDISON RD	CAPITOL HEIGHTS
CITY POLICE,COTTAGE	3820	40TH AVE	COTTAGE CITY
CLINTON GROVE ES,PGCPS	9420	TEMPLE HILL RD	CLINTON
COLLEGE PARK,CITY HALL	9217	51ST AVE	COLLEGE PARK
COLLEGE PARK,CITY HALL	8400	BALTIMORE AVE	COLLEGE PARK
COLMAR MANOR,TOWN OF	3701	LAWRENCE ST	COLMAR MANOR
COLUMBIA PARK,ELEM SCH	1901	KENT VILLAGE DR	LANDOVER
COMM CENTER,DEERFLD	13000	LAUREL BOWIE RD	LAUREL
COMM CTR,GOODLUCK	8601	GOOD LUCK RD	LANHAM
COMM FAC,CEN	7911	ANCHOR ST	LANDOVER
COMMISSION,CABLE	14741	GOV ODEN BOWIE	UPPER MARLBORO
COMMUNITY CTR,GREENBLT	15	CRESCENT RD	GREENBELT
COMMUNITY CTR,GREENBLT	6101	CHERRYWOOD LN	GREENBELT
COMMUNITY CTR,JEH	4400B	SHELL ST	CAPITOL HEIGHTS
COMMUNITY CTR,PEPPER MILL	610	HILL RD	CAPITOL HEIGHTS
COMNITY CNTR,KENTLAND	2411	PINEBROOK AVE	LANDOVER
CONCORD,ELEM SCH	2004	CONCORD LN	DISTRICT HEIGHTS
COUNTY COUNCIL,OFFICE OF	14741	GOV ODEN BOWIE DR	UPPER MARLBORO
COUNTY OFFICE,OITC	1301	MCCORMICK DR	LARGO
COUNTY,PG POLIC	6707	GROVETON DR	CLINTON
CROSSLAND,HIGH SCH	6901	TEMPLE HILL RD	CAMP SPRINGS
CTAM,CABLE TE	120	WATERFRONT ST	OXON HILL
DENT ES,J FRANK	2700	CORNING AVE	FT WASHINGTON
DEPARTMENT,POLICE	7600B	BARLOWE RD	LANDOVER
DEPARTMENT,POLICE	11108	FORT WASHINGTON RD	FORT WASHINGTON
DEPT PROTECT,POLICE	14741	GOV ODEN BOWIE	UPPER MARLBORO
DFMS,PGCPS	2600	BROOKS DR	DISTRICT HEIGHT
DIVISION,DPWT	9400	PEPPERCORN PL	LARGO

DOSWELL BROOK,ELEM SCH	1301	BROOKE RD	CAPITOL HEIGHTS
DUCKWORTH ELM,JAMES	11201	EVANS TRL	BELTSVILLE
EARLYCHLDHOOD,HOYER	2300	BELLEVUE AVE	CHEVERLY
EDGAR A POE,ELEM SCH	2001	SHADYSIDE AVE	SUITLAND
EISENHOWER MS,DWIGHT	13725	BRIARWOOD DR	LAUREL
ELECTIONS,BOARD OF	1100	MERCANTILE LN	UPPER MARLBORO
ELEM SCHOOL,BEACON	6929	FURMAN PKWY	RIVERDALE
ELEM SCHOOL,CALVERTN	3400	BELTSVILLE RD	BELTSVILLE
ELEM SCHOOL,CARROLLTN	8300	QUINTANA ST	NEW CARROLLTON
ELEM SCHOOL,CT REED	9501	GREENBELT RD	LANHAM
ELEM SCHOOL,KENILWOR	12520	KEMBRIDGE DR	BOWIE
ELEM SCHOOL,KENMOOR	3211	82ND AVE	LANDOVER
ELEM SCHOOL,LAUREL	516	MONTGOMERY ST	LAUREL
ELEM SCHOOL,PERRYWOO	501	WATKINS PARK DR	UPPER MARLBORO
ELEM SCHOOL,R FROST	6419	85TH AVE	NEW CARROLLTON
ELEM SCHOOL,RIDGCRST	6120	RIGGS RD	HYATTSVILLE
ELEM SCHOOL,SPELLMAN	3324	64TH AVE	LANDOVER
ELEM SCHOOL,UNIV PK	4315	UNDERWOOD ST	UNIVERSITY PARK
ELEM SCHOOL,WHITEHAL	3901	WOODHAVEN LN	BOWIE
ELEM,GREENBEL	66	RIDGE RD	GREENBELT
ELEMEN SCHOOL,MATTAPON	11701	DULEY STATION RD	UPPER MARLBORO
ELEMENTARY SC,AVALON	4815	DALTON ST	CAMP SPRINGS
ELEMENTARY SC,SUITLAND	4650	HOMER AVE	SUITLAND
ELEMENTARY,ADELPHI	8820	RIGGS RD	HYATTSVILLE
ELEMENTARY,BADEN	13601	BADEN WESTWOOD	BRANDYWINE
ELEMENTARY,BELTSVIL	4300	WICOMICO AVE	BELTSVILLE
ELEMENTARY,BONDMILL	16001	SHERWOOD AVE	LAUREL
ELEMENTARY,CHEROKEE	9000	25TH AVE	HYATTSVILLE
ELEMENTARY,COOPER	3817	COOPER LN	LANDOVER HILLS
ELEMENTARY,DEERFLD	13000	BOWIE RD	LAUREL
ELEMENTARY,DODGE PK	3401	HUBBARD RD	LANDOVER
ELEMENTARY,GLENARDN		ECHOLS AVENUE	GLENARDEN
ELEMENTARY,GLENRIDG	7200	GALLATIN ST	LANDOVER HILLS
ELEMENTARY,HEATHER	12605	HEMING LN	MITCHELLVILLE
ELEMENTARY,HIGHBRID	7011	HIGH BRIDGE RD	BOWIE
ELEMENTARY,HOLLYWOO	9811	49TH AVE	COLLEGE PARK
ELEMENTARY,HYATTSVL	5311	43RD AVE	HYATTSVILLE
ELEMENTARY,KINGSFOR	1401	ENTERPRISE RD	BOWIE
ELEMENTARY,LAMONT	7101	GOOD LUCK RD	HYATTSVILLE
ELEMENTARY,LEWISDAL	2400	BANNING PL	HYATTSVILLE
ELEMENTARY,NORTHVIE	3700	NORTHVIEW DR	BOWIE
ELEMENTARY,OAKLAND	13710	BOWIE RD	LAUREL
ELEMENTARY,RIVERDALE	5006	RIVERDALE RD	RIVERDALE
ELEMENTARY,ROCKLEDG	7701	LAUREL BOWIE RD	BOWIE
ELEMENTARY,TEMPLETO	6001	CARTERS LN	RIVERDALE
ELEMENTARY,WOODMORE	12500	WOODMORE RD	BOWIE
ELEMENTARY,WOODRIDG	5001	FLINTRIDGE DR	LANDOVER HILLS
ELEMENTARY,YORKTOWN	7301	RACE TRACK RD	BOWIE
ELMENTARY,MAGNOLIA	8400	NIGHTINGALE DR	LANHAM

ETHICS/ACCOUN,OFFICE	9201	BASIL CT	LARGO
EXECUTIVE,COUNTY	1301	MCCORMICK DR	LARGO
FAB,PGCPS	13300	OLD MARLBORO PIKE	UPPER MARLBORO
FAMILY SRVS,DEPT	6420	ALLENTOWN RD	CAMP SPRINGS
FINANCE,OFFICE OF	1301	MCCORMICK DR	LARGO
FIRE CHIEF,EMS DEPT OF THE	9201	BASIL CT	UPPER MARLBORO
FIRE COMMISSION,PG CO	6820	WEBSTER ST	LANDOVER HILLS
FIRE DEPT 41,BELTSVIL	3939	POWDER MILL RD	BELTSVILLE
FIRE DEPT,B H VOL	8811	60TH AVE	BERWYN HEIGHTS
FIRE DEPT,LANDOVER	6801	68TH AVE	LANDOVER HILLS
FIRE DEPT,LANHAM	7609	ANNAPOLIS RD	LANDOVER HILLS
FIRE DEPT,PG	6330	RIGGS RD	HYATTSVILLE
FIRE DEPT,RIVERDAL	4714	QUEENSBURY RD	RIVERDALE
FIREHOUSE #2,KENTLAND	10400	CAMPUS WAY S	LARGO
FIREHOUSE 1,KENTLAND	7701	LANDOVER RD	LANDOVER
FLINTSTONE ES,PGCPS	800	COMANCHE DR	FOREST HEIGHTS
FLOWERS HS,CHUBBERT	10001	OLD ARDWICK ARDMR R	SPRINGDALE
FOREST HGTS,ELEM SCH	200	TALBERT DR	FOREST HEIGHTS
FORESTVILLE,HIGH SCH	7001	BELTZ DR	DISTRICT HEIGHTS
FRANCIS EVANS,ELEM SCH	6720	OLD ALEX F RD	CLINTON
FRANCIS S KEY,MID SCH	2301	SCOTT KEY DR	DISTRICT HEIGHTS
FRED DOUGLAS,HIGH SCH	8000	CROOM RD	UPPER MARLBORO
FSB,PGCPS	4801	BROWN STATION RD	UPPER MARLBORO
G G SHUGART,MID SCH	2000	CALLAWAY ST	CAMP SPRINGS
GAYWOOD ES,PGCPS	6701	97TH AVE	LANHAM
GEORGES CC,PRINCE	301	LARGO RD	LARGO
GEORGE'S CTY,PRINCE	9201	BASIL CT	LARGO
GLASSMANOR,ELEM SCH	1011	MARCY AVE	OXON HILL
GOODARD JR HI,ROBERT	9850	GOOD LUCK RD	LANHAM
GOUR MIDLE SC,ISAAC	8700	ALLENTOWN RD	FORT WASHINGTON
GOV'T BLDG,LIBRARY	11	CRESCENT RD	GREENBELT
GREEN VALLEY,ELEM SCH	2215	CHADWICK ST	CAMP SPRINGS
GREENBELT,CITY OF	25	CRESCENT RD	GREENBELT
GROVE ELEM,TULIP	2909	TRAINOR LN	BOWIE
HANSON MONTAS,JOHN	6360	OXON HILL RD	OXON HILL
HARRISON ELE,JAMES	13200	LARCHDALE RD	LAUREL
HEIGHTS ELEM,CAPITAL	601	SUFFOLK AVE	CAPITOL HEIGHTS
HGTS COMM CTR,BERWYN	6200	PONTIAC ST	BERWYN HEIGHTS
HIGH SCHOOL,BLAD	5610	TILDEN RD	BLADENSBURG
HIGH SCHOOL,DEMATHA	4313	MADISON ST	HYATTSVILLE
HIGH SCHOOL,DUVAL	9880	GOOD LUCK RD	LANHAM
HIGH SCHOOL,HIGHPT	3601	POWDER MILL RD	BELTSVILLE
HIGH SCHOOL,LAUREL	8000	CHERRY LN	LAUREL
HIGH SCHOOL,NORTHWT	7000	ADELPHI RD	UNIVERSITY PARK
HIGH SCHOOL,PARKDALE	6001	GOOD LUCK RD	RIVERDALE
HIGH SCHOOL,ROOSEVLT	7601	HANOVER PKWY	GREENBELT
HIGHLAND ELEM,CAROLE	1610	HANNON ST	TAKOMA PARK
HILL LAKE ELM,SPRGHILL	6060	SPRINGHILL DR	GREENBELT

HILL TOWN HAL,LANDOVER	6904	TAYLOR ST	LANDOVER HILLS
HILL VOL FD,SILVER	3900	OLD SILVER HILL	SUITLAND
HILLCREST HGT,ELEM SCH	4305	22ND PL	CAMP SPRINGS
HILLS ELEMEN,CARMODY	401	JADELEAF AVE	CAPITOL HEIGHTS
HOOD,AGER ELM	6111	AGER RD	UNIVERSITY PARK
HOUSE,COURT	14735	MAIN ST	UPPER MARLBORO
HTS ELEM,ROGERS	4301	58TH AVE	BLADENSBURG
INDIAN QUEEN,ELEM SCH	9551	FORT FOOTE RD	FORT WASHINGTON
JAMES RANDALL,ELEM SCH	5410	KIRBY RD	CLINTON
JB MASON,PGCPS	2720	IVERSON ST	CAMP SPRINGS
JOHN BAYNE,ELEM SCH	7010	WALKER MILL RD	CAPITOL HEIGHTS
KENNEDYSCHOOL,DORA	8950	EDMONSTON RD	GREENBELT
KETTERING,ELEM SCH	11000	LAYTON ST	LARGO
KETTERING,MID SCH	65	HERRINGTON DR	LARGO
LANGLEY PARK,SR CTR	1500	MERRIMAC DR	HYATTSVILLE
LANGLEY PK MCCORMICK,PGCPS	8201	15TH AVE	HYATTSVILLE
LARGO,HIGH SCH	505	LARGO RD	LARGO
LAW,OFFICE	1301	MCCORMICK DR	LARGO
LONGFIELDS,ELEM SCH	3300	NEWKIRK AVE	DISTRICT HEIGHTS
LOWER CAMPUS,ACCOKEEK	14400	BERRY RD	ACCOKEEK
MAINTENANCE,FLEET	8019	CENTRAL AVE	CAPITOL HEIGHTS
MANAGE & BUDGET,OFFICE OF	1301	MCCORMICK DR	LARGO
MANAGEMENT,WASTE	3500	BROWN STATION RD	SPRINGDALE
MANOR COM CTR,GLASS	1101	MARCY AVE	OXON HILL
MARLBORO HALL,PGCC	301	LARGO RD	LARGO
MARLTON,ELEM SCH	8506	OLD COLONY DR S	UPPER MARLBORO
MARSHALL MIDD,THURGOOD	4909	BRINKLEY RD	CAMP SPRINGS
MASSIE ACADEM,SAMUEL P	3301	REGENCY PKWY	DISTRICT HEIGHTS
MATHEW HENSON,ELEM SCH	7910	SCOTT RD	LANDOVER
MATHIAS SCHL,SAINT	9473	ANNAPOLIS RD	LANHAM
MCHENRY ELEM,JAMES	8909	MCHENRY LN	LANHAM
MELWOOD,ELEM SCH	7100	WOODYARD RD	UPPER MARLBORO
MIDDLE SCHOOL,BUCKLDG	2611	BUCK LODGE RD	HYATTSVILLE
MIDDLE SCHOOL,CARROLL	6130	LAMONT DR	NEW CARROLLTON
MIDDLE SCHOOL,GREENBELT	6301	BREEZEWOOD DR	GREENBELT
MIDDLE SCHOOL,HYATTS	6001	42ND AVE	HYATTSVILLE
MIDDLE SCHOOL,KENMORE	2500	KENMOOR DR	LANDOVER
MIDDLE SCHOOL,M L KING	4545	AMMENDALE RD	BELTSVILLE
MIDDLE SCHOOL,N OREM	6100	EDITORS PARK DR	UNIVERSITY PARK
MIDDLE SCHOOL,WM WIRT	6200	TUCKERMAN ST	RIVERDALE
MIDDSCHOOL,BENJAMIN	4901	COLLINGTON RD	BOWIE
MONTPELIER ES,PGCPS	9200	MUIRKIRK RD	LAUREL
N FORESTVILLE,ELEM SCH	2311	RITCHIE RD	DISTRICT HEIGHTS
NEW CARROLLTON,CITY OF	6016	PRINCESS GDN PKWY	LANHAM
OGLE MIDD SCH,SAMUEL	4111	CHELMONT LN	BOWIE
OITC,PGC	9201	BASIL CT	LARGO
OLD FHHS,PGCPS	1401	NYE ST	FAIRMOUNT HEIGHTS
OVERLOOK,ELEM SCH	3298	CURTIS DR	CAMP SPRINGS

OWENS SCIENCE,HOWARD	9601	GREENBELT RD	LANHAM
OXON HILL,ELEM SCH	7701	LIVINGSTON RD	OXON HILL
P E WILLIAMS,ELEM SCH	9601	PRINCE PL	LARGO
PANORAMA,SPEC CEN	2002	CALLAWAY ST	CAMP SPRINGS
PARK HIGH SCH,GWYNN	13800	BRANDYWINE RD	BRANDYWINE
PARK MID,GWYNN	8000	DYSON RD	BRANDYWINE
PATUXENT,ELEM SCH	4410	BISHOPMILL DR	UPPER MARLBORO
PHILLIP,SAINT	5414	HENDERSON WAY	MORNINGSIDE
PK FIRE DPT,COLLEGE	8115	BALTIMORE AVE	COLLEGE PARK
PK PUBLIC WK,COLLEGE	9217	51ST AVE	COLLEGE PARK
PLEASANT,SEAT	5720	ADDISON RD	FAIRMOUNT HGT
POLICE DEPT,BERWYN H	5411	BERWYN RD	BERWYN HEIGHTS
POLICE DEPT,BOWIE	15901	FRED ROBINSON WAY	BOWIE
POLICE DEPT,CAPT	401	CAPITOL HEIGHTS BLVD	CAPITOL HEIGHTS
POLICE DEPT,GREENBLT	550	CRESCENT RD	GREENBELT
POLICE DEPT,LAUREL	811	5TH ST	LAUREL
POLICE DEPT,LAUREL	811	5TH ST	LAUREL
POLICE DEPT,PG CO	7600	BARLOWE RD	LANDOVER
POLICE DEPT,RIVERDALE	5004	QUEENSBURY RD	RIVERDALE
POLICE,MD PARK	7208	ALLENTOWN RD	FORT WASHINGTON
POLICE,PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE,PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE,PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE,PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE,PGCOUNTY	6700	RIVERDALE RD	RIVERDALE
POLICE,RAINER	3249	RHODE ISLAND AVE	MT RAINIER
POLICE,STATE	3500	FORESTVILLE RD	DISTRICT HEIGHTS
POLICE,US PARK	6501	GREENBELT RD	GREENBELT
POTOMAC LAND,ELEM SCH	12500	FORT WASHINGTON RD	FORT WASHINGTON
POTOMAC,HIGH SCH	5211	BOYDELL AVE	OXON HILL
PRINCETON,ELEM SCH	6101	BAXTER DR	SUITLAND
PUBLIC SRVCS,COLEGEPK	8400	BALTIMORE AVE	COLLEGE PARK
PUBLIC WORKS,BOWIE	16550	ANNAPOLIS RD	BOWIE
PUBLIC WORKS,BOWIE	16550	ANNAPOLIS RD	BOWIE
PUBLIC WORKS,COL PK	9219	51ST AVE	COLLEGE PARK
PUBLIC WORKS,DEPT	305	1ST ST	LAUREL
PUBLIC WORKS,DEPT	305	1ST ST	LAUREL
PUBLIC WORKS,DEPT OF	3715	WELLS AVE	MT RAINIER
PUBLIC WORKS,GREENBEL	555	CRESCENT RD	GREENBELT
RAINIER ELEM,MT	4011	32ND ST	MOUNT RAINIER
REDEEMER,HOLY	4905	BERWYN RD	COLLEGE PARK
REIG SPEC ED,ELIZABET	15542	PEACH WALKER DR	BOWIE
RIDGE ELEM,POINTER	1110	PARKINGTON LN	BOWIE
ROAD COMM CTR,TUCKER	1771	TUCKER RD	FORT WASHINGTON
ROOM COURTHOU,TRAINING	14735D	MAIN ST	UPPER MARLBORO
ROSE VALLEY,ELEM SCH	9800	JACQUELINE DR	FORT WASHINGTON

SAMUEL CHASE,ELEM SCH	5700	FISHER RD	CAMP SPRINGS
SANITARYLANDF,BROWNSTA	3500	BROWN STATION RD	SPRINGDALE
SASSCER,PGCPS	14201	SCHOOL LN	UPPER MARLBORO
SCHOOL,BRANDYWI	14101	BRANDYWINE RD	BRANDYWINE
SCOTCHTOWN HILLS ELEM SCH	15950	DORSET RD	LAUREL
SEABROOK ES,PGCPS	6001	SEABROOK RD	LANHAM
SEAT PLEASANT,ELEM SCH	6411	G ST	FAIRMOUNT HGT
SENIOR CLUB,BERWYN HEIGHTS	8603	57TH AVE	COLLEGE PARK
SENIOR HIGH,BOWIE	15200	ANNAPOLIS RD	BOWIE
SETON HS,ELIZABET	5715	EMERSON ST	BLADENSBURG
SKYLINE ES ADMIN,PGCPS	6311	RANDOLPH RD	MORNINGSIDE
SPECL SCHOOL,GLENDALE	6700	GLENN DALE RD	GLENN DALE
ST ATTY OFC,OFFICE	14735	MAIN ST	UPPER MARLBORO
ST POLICE,MARYLAND	10100	RHODE ISLAND AVE	COLLEGE PARK
STATE UNIVERS,BOWIE	14000	JERICO PARK RD	BOWIE
STATION 46,KENTLAND	10400	CAMPUS WAY S	LARGO
STEPHEN DECATUR,PGCPS	8200	PINEWOOD DR	CLINTON
STONE ELEM,THOMAS	4500	34TH ST	MT RAINIER
SUITLAND,HIGH SCH	5200A	SILVER HILL RD	DISTRICT HEIGHTS
SURRATTSVILLE,HIGH SCH	6101	GARDEN DR	CLINTON
SYLVANIA-WOOD,JUDGE	3000	CHURCH ST	GLENARDEN
TALL OAKS HS,PGCPS	2112	CHURCH RD	BOWIE
TALL OAKS,ACADEMY AT	2112	CHURCH RD	BOWIE
TANGLEWOOD,SPEC CEN	8333	WOODYARD RD	CLINTON
TAYAC ES,PGCPS	8600	ALLENTOWN RD	FORT WASHINGTON
TELEVISION,PG	9475	LOTTSFORD RD	LARGO
THOM CLAGGETT,ELEM SCH	2001	ADDISON RD S	DISTRICT HEIGHTS
THOM G PULLEN,MID SCH	700	BRIGHTSEAT RD	LANDOVER
THOMAS JOHNSON MS,PGCPS	5401	BARKER PL	LANHAM
TOWN HALL,BERWYN H	5700	BERWYN RD	BERWYN HEIGHTS
TOWN HALL,BRENTWOO	4300	39TH PL	BRENTWOOD
TOWN HALL,COTTAGE	3820	40TH AVE	COTTAGE CITY
TOWN HALL,RIVDALE	5008	QUEENSBURY RD	RIVERDALE
TV ROOM,ACCOKEEK	301	LARGO RD	LARGO
UPPER CAMPUS,ACCOKEEK	14500	BERRY RD	ACCOKEEK
VALLEY VIEW,ELEM SCH	5500	DANBY AVE	OXON HILL
VANSVILLE SCH,VANSVILL	6813	AMMENDALE RD	BELTSVILLE
WALDON WOODS ES,PGCPS	10301	THRIFT RD	CLINTON
WALKER MILL,MID SCH	800	KAREN BLVD	CAPITOL HEIGHTS
WASH FOREST,ELEM SCH	1300	FILLMORE RD	FORT WASHINGTON
WHEATLEY,SPEC CEN	1200	RITCHIE RD	CAPITOL HEIGHTS
WILLIAM HALL ACAD,PGCPS	5200	MARLBORO PIKE	CAPITOL HEIGHTS
WM BEANES,ELEM SCH	5108	DIANNA DR	SUITLAND
WOODS ES,GLENARDEN	7801	GLENARDEN PKWY	GLENARDEN
WORKS BLDG,PUBLIC	6318	WESTBROOK DR	NEW CARROLLTON
YOUTH CENTER,GREENBLT	99	CENTERWAY	GREENBELT

EXHIBIT C
PARTICIPATING MUNICIPALITIES

Town of Berwyn Heights
Town of Bladensburg
City of Bowie
Town of Brentwood
Town of Capitol Heights
Town of Cheverly
City of College Park
Town of Colmar Manor
Town of Cottage City
City of District Heights
Town of Eagle Harbor
Town of Edmonston
Town of Fairmount Heights
Town of Forest Heights
City of Glenarden
City of Greenbelt
City of Hyattsville
Town of Landover Hills
City of Laurel
Town of Morningside
City of Mount Rainier
City of New Carrollton
Town of North Brentwood
Town of Riverdale Park
City of Seat Pleasant
Town of University Park
Town of Upper Marlboro

EXHIBIT D**LINE EXTENSION POLICY**

Where potential Subscribers reside in an area of the Franchise Area with a dwelling density that does not meet the prescribed minimum density requirements set out in Section 3.2 of the Agreement ("Low Density Area"), Franchisee shall extend Cable Service to such potential Subscribers in the Low Density Area upon the request of one or more potential Subscriber under the following conditions:

The potential Subscribers agree to share in the cost of extension based upon the following cost calculation:

The cost of extending the Cable System to serve a Low Density Area shall be calculated by (i) dividing the total construction cost of extending the System to pass each of the requesting previously unpassed dwelling unit owners by the number of dwelling units requesting Cable Service in such area, and (ii) subtracting Franchisee's average construction costs ("ACC") per mile in the Franchise Area divided by 20. The resulting cost shall equal the per dwelling unit contribution to be paid by each dwelling unit owner requesting extension of Cable Service in that particular area within a Franchisor's jurisdiction.

- The applicable formula shall be:
 - $\frac{C}{LEP} - \frac{CA}{P} = SC$
 - $\frac{LEP}{P}$
- Where:
 - C equals the total cost of construction from the nearest point of distribution plant, and may include the costs of upgrades to existing distribution plant (fiber extensions, node splits, and other costs) caused by the new plant (upon request Franchisee will provide documentation of the basis for the upgrade costs to existing plant);
 - LE equals the number of dwelling units requesting Cable Service in the proposed line extension area, who subsequently pay a contribution in aid;
 - CA equals the average cost of construction per mile in Prince George's County including the costs of upgrades to existing distribution plant as defined in C above (upon request Franchisee will provide documentation of the basis for the average cost of construction per mile in Prince George's County.);
 - P equals 20 as applicable under Section 3.2 of the Agreement; and
 - SC equals the per dwelling unit contribution in aid of construction in the proposed line extension area, to be paid by the persons requesting service.

More specifically:

If Franchisee receives a request for service, the Franchisee shall first determine the total construction costs of the extension. The "total construction costs" ("TCC") are defined as the actual turnkey cost to construct the entire extension required to serve the persons requesting services measuring from the Starting Point to the Ending Point, as specified

in Section 3.2 of the Agreement. The TCC includes all electronics, pole make-ready charges, labor and reasonable associated overhead, but not the cost of the house drop.

The Franchisee shall then determine its contribution toward the construction costs per participating dwelling unit by dividing the Franchisee's average construction costs ("ACC") per mile in the Franchise Area by the applicable density under Section 3.2 of the Agreement. For illustration, if the applicable density is 20, and the average construction cost in the Franchise Area is \$45,000, the Franchisee Contribution is \$2,250.00 per participating dwelling unit.

"Participating Dwelling Unit" is a residential dwelling unit for which a person requesting service pays a contribution in aid of construction. The Franchisee may require that one half of the payment be made prior to commencing final design, engineering, or construction of the project with the balance due upon completion of the project.

Persons requesting service shall bear the total construction costs on a pro rata basis less the Franchisee contribution. For illustration, a service extension with a TCC of \$35,000 and 10 Participating Dwelling Units would result in a contribution in aid of construction of (\$3,500 - \$2,250) \$1,250 per Participating Dwelling Unit.

The Franchisor may require Franchisee to provide it proof of the estimated and the actual cost of the extension.

Other than Standard Installation costs related to non-standard drop length, or customer requested services such as internal wiring or underground drops where not required by Code, and similar standard new customer fees, there will be no other charges to Subscribers or potential Subscribers related to the System extension.

EXHIBIT E**PEG CHANNEL LISTING (HD Channels to be so marked)**

CHANNELS*	DESCRIPTION
69 / 1082	Countywide Public Safety Channel
70 / 1080	Countywide Government Channel (Council)
71 / 1081 HD	Narrowcast Municipal Channel
72 / 1072	Countywide University of Maryland
73 / 1073	Countywide University of Maryland Global
74 / 1074	Countywide Bowie State
75 / 1075 HD	Countywide Prince George's Community College
76 / 1070	Countywide Public Access – CTV
77 / 1077	Narrowcast Municipal Channel
78 / 1078	Narrowcast Municipal Channel
96 / 1079	Countywide PG County Public Schools*

***New channel numbers effective July 26, 2022.**

Need to confirm status of HD for PG County Public Schools

EXHIBIT F**PEG ORIGINATION POINTS**

Berwyn Heights	City Hall
Bladensburg	Town Hall
Bowie	Gov Building
Bowie State University	Bowie State Campus
Brentwood	Town Hall
Capitol Heights	Town Hall
Cheverly	Town Hall
College Park	City Hall/Gov Building
Colmar Manor	Town Hall
Cottage City	Town Hall
District Heights	City Hall
Eagle Harbor	Town Hall
Edmonton	Town Hall
Fairmount Heights	Town Hall
Forest Heights	Town Hall
Glenarden	City Hall
Greenbelt	City Hall /Gov Building
Hyattsville	City Hall
Landover Hills	Town Hall
Laurel	Municipal Center
Morningside	Town Hall
Mt. Rainier	City Hall
New Carrollton	City Hall
North Brentwood	Town Hall
PGCC – Community college	PGCC Campus
PGCO Government	Gov Building
PGCO Public Schools	Gov Building
PGC Safety Channel	<i>(Request has been made to transfer from Anchor Street to Webster Street. This was already accomplished for Verizon.)</i>
Riverdale Park	Town Hall
Seat Pleasant	City Hall
University Park	City Hall
University of Maryland	UMD Campus
University of Maryland University College	UMD Campus
Upper Marlboro	Town Hall

EXHIBIT G

CUSTOMER SERVICE STANDARDS

This Exhibit sets forth the minimum customer service standards that the Franchisee must satisfy. In addition, and subject to the provisions of this Agreement, the Franchisee shall at all times satisfy any additional requirements established by applicable federal and state law or regulation, including, without limitation, consumer protection laws, and the requirements of the Cable Code, including Section 5A-109, as the same may be amended from time to time.

I. DEFINITIONS

The Participating Municipalities, County and the Franchisee agree that the definitions found in the governing Franchise supplemented by the following definitions shall govern enforcement of and the Franchisee's obligations under the customer service standard requirements under this Exhibit C:

As Soon As Possible: As used in 47 C.F.R. § 76.1603(b), a minimum of thirty (30) days in advance of such change unless the change results from circumstances outside of the Franchisee's control (including failed retransmission consent or program carriage negotiations during the last 30 days of a contract), in which case notice shall be provided as soon as possible using any reasonable written means at the Franchisee's sole discretion, including notices that would replace the video feed in the event of a channel blackout (channel slates.).

Next Billing Cycle: As used in 47 C.F.R. § 76.309(c)(3)(i)-(ii) and in this Agreement, means the Subscriber's next available billing cycle.

Resolution of the Request: As used in 47 C.F.R. § 76.309(c)(3)(i)(A), means the Subscriber's Next Billing Cycle following determination by the Franchisee of the Subscriber's right to a refund.

II. RELATIONSHIP TO COUNTY CODE

Subject to Section 2.8 of the Franchise, nothing in this Exhibit shall be read to excuse Franchisee of any obligations under the County Code.

III. CUSTOMER SERVICE STANDARDS

A. Except as modified by a specific provision of this Exhibit, the Franchisee shall comply with the applicable customer service standards including those set forth by the FCC in 47 C.F.R. §§ 76.309(c), 76.1602, 76.1603, and 76.1619, as such standards may be amended.

B. Measurement of the standard in 47 C.F.R. § 76.309(c)(I)(ii) and § II(H) herein may include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative or by an automated attendant.

C. No increase in rates or charges shall be implemented unless each Subscriber subject to the increase in rates and charges has been notified of the change at least thirty (30) days in advance of the change. In addition, the Franchisee shall provide oral or written notification of any pending increases to rates and charges to any Person who requests Cable Service or becomes a Subscriber after any approval of increases to rates and charges but before the rate increase becomes effective.

D. The Franchisee shall employ an operator or maintain a telephone answering device twenty-four hours per day, each day of the year, to receive Subscriber complaints. During Normal Business Hours, Franchisee representatives must be available to respond to customer inquiries. After Normal Business Hours, Franchisee may use an answering service or machine so long as calls are answered the next business day. The Franchisee must hire sufficient staff so that it can adequately respond to customer inquiries, complaints, and requests for service in its office, over the phone, and at the Subscriber's residence.

E. The Franchisee shall establish maintenance service capable of promptly locating and correcting System Outages.

F. The Franchisee shall maintain a publicly-listed, toll-free telephone number that shall be available to Subscribers to request service calls, twenty-four hours per day, each day of the year. Franchisee shall have TDD/TTY (or equivalent) equipment, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the Franchisee. Under Normal Operating Conditions, Cable System calls must be answered by a customer service representative or by an automated attendant, including the time a caller is put on hold, within 30 seconds after the connection is made. If the call needs to be transferred to a customer service representative, the transfer time may not exceed 30 seconds. Under Normal Operating Conditions, a Subscriber may receive a busy signal no more than three percent (3%) of the time. Although no special equipment is required to measure telephone answering and hold times, Franchisee should use its best efforts to document compliance. These requirements must be met ninety percent (90%) of the time, measured quarterly.

G. The Franchisee shall keep an emergency system maintenance and repair staff, capable of responding to and repairing System Outages or Service Interruptions, on a twenty-four (24) hour basis at all times, and under Normal Operating Conditions shall respond twenty-four (24) hours a day, seven (7) days a week.

H. Under Normal Operating Conditions, billing inquiries and requests for service, repair, and maintenance not involving Service Interruptions must be acknowledged by a trained customer service representative within twenty-four (24) hours, or prior to the end of the next business day, whichever is earlier. The Franchisee shall respond to all other inquiries within five (5) business days of receipt of the inquiry or complaint. Final resolution shall not be unreasonably delayed.

I. To the extent consistent with federal law, no charge shall be made to the Subscriber for repairs or maintenance of Franchisee-owned equipment or facilities, except for the cost of repairs to the Franchisee's equipment or facilities where it can be shown that the equipment or facility was damaged by a Subscriber.

J. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by a satisfactory equivalent.

K. Under Normal Operating Conditions, the Franchisee must respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

- (1) Franchisee must begin work on Service Interruptions within twenty-four (24) hours, including weekends, of receiving a Subscriber's call reporting a Service Interruption or the need for repairs otherwise become known to Franchisee.
- (2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Franchisor of a Cable Service problem.

L. The Franchisee's service representatives will have the ability to issue service credits to address customer complaints related to missed appointments and Service Interruptions.

M. In the event of a Service Interruption of one or more channels to any Subscriber, the Franchisee shall repair the Service Interruption as soon as possible. This obligation is satisfied if the Franchisee offers the Subscriber the next available repair appointment within the 24-hour period following the Service Interruption, or at the request of the Subscriber, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed appointment. Under Normal Operating Conditions, if the Service Interruption is not repaired at the time of the scheduled appointment, the Subscriber will receive a pro rata credit of the Subscriber's monthly Cable Service bill for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call.

N. The Franchisee shall provide the following materials to each Subscriber at the time Cable Service is installed, at least annually thereafter, and at any time upon request. Copies of all such materials provided to Subscribers shall also be provided to the Franchisor and posted on the Franchisee's website:

- (1) a written description of products and services offered, including a schedule of rates and charges, a list of channel positions, and a description of programming services, options, and conditions;
- (2) a written description of the Franchisee's installation and service maintenance policies, and any other of its policies applicable to its Subscribers;
- (3) written instructions on how to use the Cable Service;
- (4) a written description of the Franchisee's billing and complaint procedures, including the address and telephone number of the County office responsible for receiving Subscriber complaints;
- (5) a copy of the service contract, if any;
- (6) notice regarding Subscribers' privacy rights pursuant to 47 U.S.C. § 551;
- (7) notice of the availability of universal remote controls and other compatible equipment (a list of which, specifying brands and models, shall be provided to any Subscriber upon request); and

O. Subscribers and the Franchisor will be notified of any changes in programming

services or channel positions, and any significant changes in any other information required to be provided by this section in accordance with Applicable Law. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the Subscriber. The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

P. All Franchisee promotional materials, announcements, and advertising of residential Cable Service to Subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all promotional materials must clearly and accurately disclose price terms and in the case of telephone orders, the Franchisee shall take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential customers before the order is accepted.

Q. The Franchisee shall maintain a public file containing all documents required by the FCC's Public Inspection File rules and regulations.

R. The Franchisee shall establish a clear procedure for resolving complaints filed by Subscribers. Complaints may be made orally, in writing (including by e-mail), at the complainant's option.

S. The customer service standards set forth herein shall be in addition to the rights and remedies provided by Title 13 of the Maryland Commercial Law Article (the Maryland Consumer Protection Act), as amended. This subsection does not evidence any consent or recognition by Franchisee of the legality of any provision of Title 13 of the Maryland Commercial Law Article (the Maryland Consumer Protection Act), as amended.

T. The Franchisee shall schedule and conduct maintenance on the Cable System so that interruption of Service is minimized and occurs during periods of minimum Subscriber use of the Cable System. Under Normal Operating Conditions, the Franchisee shall provide reasonable prior notice to Subscribers and the Franchisor before interrupting Service for planned maintenance or construction, except where such interruption is expected to be two hours or less in duration or when such interruption occurs between 12:00 A.M. and 7:00 A.M.. Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

U. The Subscriber's preference as to the point of entry into the residence shall be observed whenever feasible. Runs in building interiors shall be as unobtrusive as possible. The Franchisee shall use due care in the process of installation and shall restore the Subscriber's property to a condition reasonably comparable to its condition prior to installation. Such restoration shall be undertaken and completed promptly if an unsafe condition exists, or if not, as soon as possible after the work causing the damage is concluded and shall be completed within no more than thirty (30) days after the work causing the damage is concluded.

V. In locations where the Franchisee's System must be underground, drops must be placed underground as well. Except as federal law may otherwise require, in any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee will provide the homeowner the option to have the drop installed underground if requested, but may charge the homeowner the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.

W. The Franchisee shall use its best efforts to collect on delinquent Subscriber accounts before terminating Service. In all cases, the Franchisee shall provide the Subscriber with at least ten (10) working days' notice, with the telephone number to call to arrange payment or to resolve disputes, prior to disconnection. Said notice may be part of the monthly billing statement.

X. Under Normal Operating Conditions, each of the following standards shall be met by Franchisee at least 95% of the time, as measured on a quarterly basis:

- (1) Prompt Service. The Standard Installations of 350 feet or less shall be performed within seven (7) business days after an order is placed, (Standard installations of 126 feet to 350 feet may require additional construction and need additional time), or at a later date requested by the Subscriber, subject to Section 3 of the Agreement.
- (2) Repairs and Maintenance. Repairs and maintenance for Service Interruptions and other repairs not requiring work within a Subscriber's premises must be responded to within 24-hours of the time the Subscriber reports the problem to the Franchisee or its representative or the interruption or need for repairs otherwise becomes known to the Franchisee. Work on all other requests for Service shall be responded to the next business day, or at a later time mutually agreeable to the Franchisee and the Subscriber. Franchisee shall exercise its best efforts to complete such work within three (3) days from the date of the initial request, except installation requests, provided that the Franchisee shall complete the work in the shortest time possible where, for reasons beyond the Franchisee's control, the work could not be completed in those time periods even with the exercise of all due diligence; the failure of the Franchisee to hire sufficient staff or to properly train its staff shall not justify the Franchisee's failure to comply with this provision.
- (3) Service Times. The Franchisee shall perform service calls, installations, and disconnects at least during Normal Business Hours. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, service calls and other activities of a maximum four (4) hours scheduled time block. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber.
- (4) Cancellation. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day preceding the appointment. If the Franchisee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted, and the appointment rescheduled as necessary, at a time which is convenient for the Subscriber.

EXHIBIT H
Franchise Bond
Bond No.

KNOW ALL MEN BY THESE PRESENTS: THAT (NAME & ADDRESS) (HEREINAFTER CALLED THE PRINCIPAL), AND (NAME AND ADDRESS) (HEREINAFTER CALLED THE SURETY), A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF (STATE), ARE HELD AND FIRMLY BOUND UNTO (NAME & ADDRESS) (HEREINAFTER CALLED THE OBLIGEE), IN THE FULL AND JUST SUM OF ____ DOLLARS (\$), THE PAYMENT OF WHICH SUM, WELL AND TRULY TO BE MADE, THE SAID PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, the Principal and Obligee have entered into a Franchise Agreement dated _____ which is hereby referred to and made a part hereof, and the Franchise Agreement is subject to the “Cable Code” as defined therein.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement and/or the Cable Code during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective , 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligees recoverable under this bond.
4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.
5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligees by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2023.

Principal

Surety

By: _____ By: _____
Attorney-In-Fact

Accepted by Obligees: _____
(Signature & date above - Print Name, Title below)

Exhibit J



1215 East Fort Avenue, Suite 103
Baltimore, MD 21230

Date

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Dear XXXXXXXXXXXX:

I am pleased to submit to you the comprehensive customer service data highlighting Comcast's performance for XXXX in Prince George's County, Maryland. As a reminder, everything that we provide to you is **proprietary and confidential company operating data**. Data provided herein is County-wide.

Please find herein and attached a:

1. Summary of the previous year's activities in development of the Cable System.
2. Summary of complaints.
3. Report of service calls.
4. Annual franchise fee statement.
5. 10-K Report.
6. List of current officers, directors, and ownership.
7. Franchisee rules and regulations, rates, fees, and charges.

Comcast is hereby requesting that all information not readily ascertainable or publicly available by proper means by other persons from another source provided herein be treated by Prince George's County, Maryland as proprietary information in accordance with the Maryland Public Information Act and the Franchise Agreement. This information is competitively sensitive and its disclosure would unfairly prejudice Comcast relative to its competitors, who would be reasonably likely to use such information to harm Comcast's business interests. This information is also not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein and is intended to be proprietary confidential business information, and is treated by Comcast as such.

All of us at Comcast appreciate your team's spirit of cooperation and dedication as we work together to provide quality cable service to Prince George's County. If you have any questions or concerns regarding this report, please feel free to me at (410) 497-0365.

Regards,

Andre Fountain
Senior Specialist, Government & Community Affairs

1. Summary of Activities in Development of the Cable System

Programming Changes:

Change	Program Name	Channel #	Completion Date
SD Channel Add			
HD Channel Add			
Transition SD to HD			
Channel Drop			

2. Summary of Complaints

Number of Complaints	Topic	Resolved	Unresolved
	Customer Service		
	Customer Equipment		
	Customer Education		
	Comcast Customer Premises Equipment		
	Billing		
	Video Issues		
	Installation		
	Cable Service Repair		
	Promotions/Discounts/Contract Expiration		
	Programming		
	Pedestal Repair/Cable Bury		
	Add or Remove Produce or Service		
	Sales		
	Service Order Issues		
	System Issues/Outage		
	Unauthorized Changes		
	Other		
	Total		

3. Report of Service Calls

Service Call by Reason	Total	% of Customer Base
Product Education		
Inside Problem		
Set Top Box/Remote		
Customer Equipment		
Not Home		
No Trouble Found		
Outside Plant		
Inside Wiring		
Other		

4. Annual Franchise Fee Statement

See attached quarterly franchise fee statements.

5. 10-K Report

Comcast's 10-K report can be found at <https://www.cmcsa.com/sec-filings/sec-filing/10-k/0001166691-21-000008>.

6. List of Current Officers, Directors, and Ownership

Information can be found in Comcast's 10-K report located at at <https://www.cmcsa.com/sec-filings/sec-filing/10-k/0001166691-21-000008>.

7. Franchise Rules and Regulations, Rates, Fees, and Charges

A copy of Comcast's Subscriber agreements related to the provision of Cable Services can be found at <https://www.xfinity.com/policies?pc=1>.

See attached Rate Card for rates, fees, and charges.

Exhibit J Prince George's County Report

Q_ 202_

Call Center:*	Q3 202_	July	Aug	Sep
Total Calls	####	####	####	####
Percent Calls Answered in 30 Seconds	####	####	####	####
Percent Calls Transferred in 30 Seconds	####	####	####	####
Average Answer Time	####	####	####	####
Average Hold Time	####	####	####	####

Calls By Type:*	July	Aug	Sep
Billing	####	####	####
Repair	####	####	####
Retention	####	####	####
Sales	####	####	####

Outages:*	
Outages**	####
Total System Outages	####
System Outages repaired in 24 hours	####

A list of Outages** for the quarter is attached.

**Outages include those outages of at least 30 minutes affecting more than 100 Subscribers.

Installations:*	
Total Installs	####
Installs Within 7 Days	####

% Installed in 7 days refers to the percent of installations of new services completed within seven calendar days of the request or at a time later at the request of the subscriber.

Homes Passed:*	####
----------------	------

Cable Service Subscribers:	####
Basic Only Subscribers	####

*Data is County-wide.

Outages Q_ 202_1

Actual Start	Actual End	Mins	TTRStart	TTRStop	Subs	Cause Descr
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Equipment Adjustment
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Residential Power
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Failed/Degraded Fiber
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Fiber/Coaxial/Plant Damage
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Fiber/Coaxial/Plant Damage
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Equipment Adjustment
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	HFC Plant Damage
1/1/1111 11:11	1/1/1111 11:14	###	1/1/1111 11:12	1/1/1111 11:14	####	Unplanned Outage



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Prince George's County's Notice Regarding the City's Participation as a Municipality in its HUD CDBG Programs (Cooperation Agreement)

DATE: 06/29/2023

BACKGROUND

Prince George's County is renewing its Entitlement Community status with the U.S. Department of Housing and Urban Development (HUD) for FY24-26 and is required to obtain written consent from each of its municipalities for their participation. The County's letter to the city states, in part:

"Prince George's County, Maryland ("County"), a body corporate and politic, acting on behalf of the Prince George's County Department of Housing and Community Development ("DHCD"), is in the process of requalifying its entitlement status as an urban county to receive Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program grant funds during Federal Fiscal Years 2024-2026 from the U.S. Department of Housing and Urban Development ("HUD"). It is the County's intent to use the grant funding, in part, to undertake eligible community development and housing activities that will primarily benefit low- to moderate income individuals and families residing in Prince George's County. If your municipality desires to assist the County's efforts to administer and/or provide approved activities pursuant to its CDBG, and where applicable HOME and Emergency Solutions Grants ("ESG") Programs, your municipality may elect to enter into a Cooperation Agreement with the County that authorizes the County to include the municipality's population with that of the County's incorporated areas to increase the County's annual entitlement."

The City of Bowie has its own Entitlement Community status with HUD and since 2003 has opted not to be included as a participant in the county's program. Once the city became large enough, it successfully applied to HUD for Entitlement Community status. Prior to becoming an Entitlement Community, the city would have to apply to the county for funds under their CDBG program, which were always provided at very small amounts, if at all. As a result, the city decided that the direct annual allocations from HUD would enable it to target those funds for the public good of its programs and residents. Under its own CDBG Program, the city receives approximately \$1m over each five-year Consolidated Plan period. These funds are then leveraged to receive additional funds for supportive programs. The city's Entitlement Community status has allowed the city to accomplish the following:

1. Old Town Bowie/Huntington: Paved several streets with sidewalks and storm drains. Constructed curb-cuts with special features including end-of-curb detectors. Provide decorative street signs (black

ornamental designs). Constructed a parking lot on the hill in front of the Old Bowie Town Grill. Paid for decorative directional signage throughout the community, especially for historic properties and parks.

2. Provided single-family housing rehab services for over 300 city residents in all councilmanic districts. These services included new windows, roofs, appliances, upgraded HVAC systems, and free whole-house energy audits. The program also provides a construction inspection firm to monitor, review, and sign-off on each rehab project which also provides an important level of comfort for homeowners while contractors are working in their homes.

3. Through HUD-directed CARES Act funding during the covid-19 pandemic, the city received grants totaling a few hundred thousand dollars to create the Emergency Rental Assistance Program, the emergency Food Assistance Program, and to purchase PPE for staff and program participants. OGDAs worked throughout the pandemic without leave to purchase, package, and distribute over three thousand bags of food to city residents and to pay up to three months of rental arrearages for low-income tenants in city rental properties.

4. Conduct Workforce Development and Life Skills Training Programs, in conjunction with Bowie Youth & Family Services, for students and young adults. The program also exposed trainees to professions and job opportunities in STEM professions (using BSU professors and industry professionals) as well as exposure to important creative and practical concepts in innovation and entrepreneurship (Bowie BIC and PGCC InnoHub).

The short and long-term benefits to the city and its residents appear to be clear and worth continuation. This would also mean continuing to respond to the County that the city will not release its HUD CDBG funding to the County's budget for the PGC DHCD's Programs.

DISCUSSION: Staff has reviewed the PGC Cooperative Agreement and HUD CDBG program requirements and procedures for participating municipalities to request project funding. Under these guidelines, PGC DHCD has no obligation to provide any requesting entity, including participating municipalities, funding for eligible projects. The program funding decisions will be based on County priorities and designated targeted communities and projects. The County's Cooperative Agreement and instructions are attached.

RECOMMENDATIONS: We recommend that the City Council continue the city's Entitlement Community status with HUD and send the appropriate communications to HUD and Prince George's County.

ATTACHMENTS:

1. 20230703 - PGC FY2024-2026 Coop. Agreement - City of Bowie (1)
2. 20230703 - PGC FY2024-2026 Coop. Agreements - Cert. of Coop. Agreement (1)
3. 20230703 - PGC FY2024-2026 Coop. Agreements - Coop. Agreement and Legal Cert. (1)
4. 20230703 - HUD Notice CPD-23-02 - Inst. for Urban Co. Qual. for Part. in CDBG Prog. FY2024-2026 (1)



PRINCE GEORGE'S COUNTY GOVERNMENT

Office of the County Executive

Angela D. Alsobrooks
County Executive

May 5, 2023

The Honorable Timothy J. Adams
Mayor
City of Bowie
15901 Excalibur Road
Bowie, Maryland 20716

Dear Mayor Adams:

Prince George's County, Maryland ("County"), a body corporate and politic, acting on behalf of the Prince George's County Department of Housing and Community Development ("DHCD"), is in the process of requalifying its entitlement status as an urban county to receive Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program grant funds during Federal Fiscal Years 2024-2026 from the U.S. Department of Housing and Urban Development ("HUD"). It is the County's intent to use the grant funding, in part, to undertake eligible community development and housing activities that will primarily benefit low- to moderate income individuals and families residing in Prince George's County. If your municipality desires to assist the County's efforts to administer and/or provide approved activities pursuant to its CDBG, and where applicable HOME and Emergency Solutions Grants ("ESG") Programs, your municipality may elect to enter into a Cooperation Agreement with the County that authorizes the County to include the municipality's population with that of the County's incorporated areas to increase the County's annual entitlement.

If your municipality previously entered into a Cooperation Agreement with the County and/or is interested in entering into a new Cooperation Agreement with the County, the County is required to inform you of the following:

A decision to enter into a Cooperation Agreement for the purpose of participating in the County's CDBG and, where applicable, HOME program, would be effective for the three-year period that includes Federal Fiscal Years 2024, 2025, and 2026. Thereafter, participating municipalities may be eligible to receive project-financing assistance through the County's CDBG and, where applicable, HOME program that will begin July 1, 2023, through June 30, 2026.

Additionally, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Furthermore, it is important for you to understand that your decision to include your municipality's population stats for the purpose of HUD determining the County's urban county entitlement status and appropriating entitlement funds would make your municipality ***ineligible to apply for entitlement funds and grants under the State CDBG program***, during the applicable Qualification Period. In addition, in becoming a part of the urban county, your municipality will automatically participate in the HOME Program and ESG Program, if the urban county receives HOME and ESG funding, respectively. Your municipality's formula allocation under the HOME Program, if any, could only be awarded to the County and your municipality could not otherwise form a HOME consortium with other units of general local government ("UGLG") in the event that the County did not receive a HOME formula allocation during the applicable Qualification Period.

As a designated UGLG, the County is further required to inform you of the options that address your municipality's right to either participate or elect not to participate as a UGLG under the County's urban county status during the Qualification Period are as follows:

1. If your municipality previously entered into a Cooperation Agreement with the County, the Cooperation Agreement **will automatically be renewed** unless your municipality notifies the County in writing, by letter, by **July 7, 2023**, of its intent to terminate the Cooperation Agreement at the end of the current qualification period (June 30, 2023).
2. If your municipality elects to be identified as a **new** participating UGLG for the County during the Qualification Period, your municipality must execute and return to the County no later than **July 7, 2023**, two (2) copies each of the enclosed Cooperation Agreement and Certification form. Furthermore, please be advised that the attached Cooperation Agreement must be authorized by your municipal governing body and executed on its behalf by you or another authorized official.

Please return the signed Cooperation Agreement and Certification form to:

Aspasia Xypolia, Director
Attention: Adedamola George, Esq., Community Services Manager
Prince George's County
Department of Housing and Community Development
9200 Basil Court, Suite 500
Largo, Maryland 20774

Or via email to: Adedamola George, Esq., Community Services Manager –
aogearge@co.pg.md.us (copy to: Kiara Jones, KKJones@co.pg.md.us).

3. Your municipality may elect to **not** participate as one of the County's UGLGs during the Qualification Period. By choosing this option, your municipality **must** notify HUD and Prince George's County no later than **July 7, 2023**. Notification to HUD must be by letter, in writing, from you or another authorized official, and should be addressed to:

Robert Ford, Acting Field Office Director
U.S. Department of Housing and Urban Development
District of Columbia Field Office
820 First Street, NE., Suite 300
Washington, DC 20002
Phone: 202-275-6291; Fax: 202-275-6380
Email: Robert.J.Ford@hud.gov

The County must also be informed of your municipality's decision not to participate by providing a copy of the notice sent to HUD to Ms. Aspasia Xypolia at the address provided above in Paragraph 2.

If your municipality does not need the consent of its governing body to undertake essential community development and housing assistance activities, and thereby elects to be **excluded** as one of the County's UGLGs during the Qualification Period, your municipality **must** notify HUD and Prince George's County no later than **June 12, 2023**. Notification that your municipality elects to be excluded must be to HUD by letter, in writing, from you or another authorized official, and should be addressed to the address provided above in this Paragraph.

4. Finally, your municipality may elect to **only** participate for Federal Fiscal Year 2024 or 2025 or 2026. In any case, your municipality **must** notify HUD and Prince George's County by **July 14, 2023**, of your municipality's intentions to participate in one or more of three Fiscal Years (2024, 2025 and/or 2026) during the Qualification Period in accordance with the notification procedures outlined in Paragraph 3 above.

The Honorable Timothy J. Adams

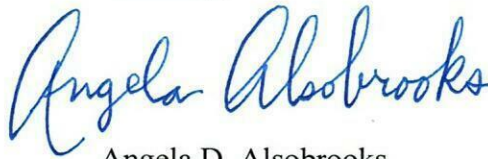
Page 4

May 5, 2023

Under this option, your municipality must return a fully executed Cooperation Agreement, Certification form and evidence of the authorization to enter into the agreement to the County by **July 7, 2023**, in time for inclusion in the County's package that includes all of the Cooperation Agreements and Certification forms to be submitted to HUD. Furthermore, please be advised that HUD will not accept Cooperation Agreements submitted after its deadline.

Failure to elect one of the four (4) options above and to provide the required notice to HUD and the County prior to the specified deadline will be interpreted by the County and HUD as ***inclusion*** and participation in the Urban County. Should you need further information or additional assistance, please feel free to contact Ms. Aspasia Xypolia, Director, DHCD at 301-883-6511.

Sincerely,



Angela D. Alsobrooks
County Executive

Enclosures

U.S. Dept. of Housing and Urban Development (HUD) Notice: CPD-23-02 (April 10, 2023)
Cooperation Agreement and Legal Certification
Certification of Cooperation Agreement

CERTIFICATION OF COOPERATION AGREEMENT

The attached Cooperation Agreement between **Prince George's County, Maryland, a**

body corporate and politic, and the _____ of _____ was duly
(Town/City) (Municipality Name)

considered and approved by majority vote of the _____ at an official
(Name of Municipal Governing Body)

meeting held on this ____ day of _____, 2023 and the _____
(Mayor/Authorized Officer)

was duly authorized to execute said agreement on behalf of the municipality.

For: _____ of _____
(Town/City) (Municipality Name)

ATTEST: _____
(Clerk/Authorized Official)(Seal)

Date: _____, 2023

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into by and between the **Town/City of _____** (hereinafter referred to as the **“Municipality”**) and **Prince George’s County, Maryland, a body corporate and politic** (hereinafter referred to as the **“County”**), on behalf of the **Prince George’s County Department of Housing and Community Development** (hereinafter referred to as the **“DHCD”**).

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides entitlement funds for qualified urban counties; and

WHEREAS, the County is required to requalify its entitlement status as an urban county to be eligible to receive funding from the U.S. Department of Housing and Urban Development (“HUD”) to administer its Community Development Block Grant (“CDBG”), HOME Investment Partnerships (“HOME”) and Emergency Solutions Grants (“ESG”) programs during the Federal Fiscal Years (“FYs”) 2024 through 2026 qualification period (“Qualification Period”); and

WHEREAS, the County certifies that it shall continue to follow an approved Housing and Community Development Consolidated Plan as promulgated by HUD pursuant to 24 CFR 570.302 and 24 CFR Part 91 during the Qualification Period; and

WHEREAS, the County is required to enter into Cooperation Agreements with its designated units of general local government (“UGLG”) that desire HUD to include its respective population figures under the County’s urban county status for the purpose of increasing the County’s allocation of entitlement funds during the Qualification Period; and

WHEREAS, the County has identified the Municipality as a UGLG and the Municipality has agreed to allow the County to include its population with that of the County’s unincorporated areas to be considered part of the urban county total population used as a basis for entitlement determinations; and

WHEREAS, the cooperation of the County and the Municipality is essential for the successful planning and implementation of housing assistance and community development activities that shall be included within the County’s Housing and Community Development Annual Action Plan (“Annual Action Plan”); and

WHEREAS, the Municipality understands that the County shall have final responsibility for selecting CDBG, HOME and ESG activities to be assisted with entitlement funds and for filing Annual Action Plans during the Qualification Period with HUD.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. The County and the Municipality agree to cooperate to undertake or assist in undertaking, community renewal and low-income housing assistance activities. The Municipality further agrees to cooperate in the use of its powers to assist with the County's efforts to carry out essential activities in accordance with County's CDBG and, where applicable HOME and ESG Programs.
2. The County shall have the final responsibility for selecting CDBG and, where applicable, HOME and ESG activities that will be funded from annual CDBG allocations during the Federal FYs 2024 through 2026 ("Qualification Period") and any program income generated from the expenditure of such funds.
3. The County shall be responsible for submitting the County's Consolidated and Annual Action Plans to HUD for approval.
4. To the extent applicable, the County and the Municipality shall take actions necessary to assure compliance with Prince George's County's urban county certification requirements set forth in Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
5. The Municipality shall affirmatively further, to the extent applicable, fair housing actions within its jurisdiction, and not impede the County's actions to comply with its fair housing certification.
6. The Municipality has adopted and shall continue to enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and 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 within the Municipality's jurisdiction.
7. The Municipality must inform the County of any program income generated by and submitted to the Municipality in accordance with its expenditure and/or sub-award of CDBG funds. Any such program income must be paid to the County unless specifically authorized by the County for use in association with the financial requirements of other projects previously approved by the County. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with the terms and conditions of the applicable Sub-recipient Agreement and the applicable CDBG laws and regulations.
8. The Municipality shall not sell, trade or otherwise transfer all or any portion of any grant funds to another unit of general local government ("UGLG"), metropolitan city, urban county, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations. The Municipality further agrees to use grant funds, if any,

for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

9. The County has the responsibility for monitoring and reporting to HUD on the use of any program income thereby requiring appropriate recordkeeping and reporting as may be needed for this purpose.
10. It is understood that the Municipality pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to subrecipients. This includes the responsibility for a written agreement (“Sub-recipient Agreement”) as set forth in 24 CFR 570.503, for ensuring that CDBG funds are used in accordance with all program requirements, for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise. The use of any designated public agencies, subrecipients, or contractors does not relieve the municipality of this responsibility.
11. The Municipality shall be required to enter into a signed Sub-recipient Agreement with the County before any CDBG funds may be disbursed to the Municipality to undertake approved activities. This Sub-recipient Agreement shall remain in effect during and any time after the Qualification Period during which the Municipality has control over CDBG funds, including program income.
12. In the event of the close out of this Agreement or a change in the status of the Municipality, any program income that is on hand or received subsequent to the close out or change in status shall be paid to the County.
13. For real property acquired or improved in whole or in part using CDBG Funds and within the Municipality’s control, the Municipality shall (A) provide the County with timely notification for any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; (B) reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for use which does not qualify under the CDBG regulations; and (C) treat as program income the revenue generated from the disposition or transfer of property prior to or subsequent to the close out, change of status or termination of this Agreement between the County and the Municipality.
14. By executing this Agreement, the Municipality understands that it may not apply for grants from appropriations under the State CDBG Program for any fiscal year during the Qualification Period in which it is participating in the County’s CDBG program.
15. By executing this Agreement, the Municipality understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The Municipality

further understands that it may receive a formula allocation under the HOME Program, if any, only through the County.

16. By executing this Agreement, the Municipality understands that it may receive a formula allocation under the ESG Program only through the County, regardless of whether the County receives an ESG formula allocation.
17. This Agreement between the County and the Municipality shall automatically be renewed for participation in successive three-year Qualification Periods, unless the County or the Municipality provides written notice before the end of the County's Qualification Period that it elects not to participate in a new three-year Qualification Period. By the date specified in HUD's next CPD Notice for Urban County Qualification, the County will notify the Municipality, in writing, of its right not to participate. A copy of the County's notification shall be sent to the HUD Field Office by the date specified in the CPD Notice for Urban County Qualification.

Failure by either party to adopt any amendment to this Agreement, which must incorporate any changes necessary to meet HUD's current requirements for Cooperation Agreement, for a subsequent three-year Qualification Period and to submit the amendment to HUD as provided in the applicable CPD Notice shall void the Municipality's automatic renewal as a participating UGLG under the County's urban status.

18. This Agreement shall remain in effect until the County's CDBG and where applicable, HOME and ESG entitlement funds and program income received with respect to activities undertaken during the Qualification Period and any successive periods, as amended, are expended and the funded activities are completed. It further understood and agreed that neither the County nor the Municipality may terminate or withdraw from this Agreement while this Agreement remains in effect.
19. The recitals set forth above are herein incorporated as operative provisions of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties' authorized representatives signed and delivered this Cooperation Agreement on the dates set forth below.

ATTEST:

FOR: _____

(Signature of Witness)

By: _____
(Signature of Authorized Official)

(Title)

(Date)

FOR: Prince George's County, Maryland

By: _____
Angie Rodgers
Deputy Chief Administrative Officer
for Economic Development

(Date)

Reviewed and Approval Recommended

Aspasia Xypolia, Director
Department of Housing & Community Development

LEGAL CERTIFICATION

The undersigned attorney for Prince George's County, Maryland ("County") certifies that the terms and provisions set forth in this Cooperation Agreement ("Agreement") are fully authorized and/or not otherwise prohibited under existing State and local laws and that this Agreement provides full legal authority for the County to undertake or assist in the undertaking essential community development and housing assistance activities that may include, but are not limited to, urban renewal and public assisted housing in cooperation with designated units of local government ("UGLG").

Office of Law



U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:
All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-23-02
Issued: April 10, 2023
Expires: April 10, 2024
Supersedes: CPD Notice 22-07

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2024-2026

INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2024-2026. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2024-2026, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2024-2026);
- Attachment C, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment D, counties scheduled to qualify or requalify in FY 2025 for FY 2026-2028;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2023.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2024-2026 qualification period will start in March 2023 and run through September 15, 2023. This will provide HUD sufficient time before the September 30th deadline for FY 2024 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. This Notice emphasizes the importance of completing all the steps of the urban county qualification/ requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via Community Planning and Development's (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

Section V.H., second paragraph, regarding Cooperation Agreements clearly delineates the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV. to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This

requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2023 for FYs 2024-2026 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Section F., Section VIII., Special Considerations addresses the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G., Section VIII., Special Considerations addresses factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II., Qualification Schedule. Section II identifies correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be "by letter." If not required, the Notice shall indicate that the correspondence or notification may be made "by letter or email."

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or gloria.l.coates@hud.gov. Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or abubakari.d.zuberi@hud.gov. Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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Attachment A – All Currently Qualified Urban Counties

Attachment B – Counties Scheduled to Requalify in 2023 for FYs 2024-2026

Attachment C – Counties Scheduled to Requalify in 2024 for FYs 2025-2027

Attachment D – Counties Scheduled to Requalify in 2025 for FYs 2026-2028

Attachment E – Counties Qualified through 2024 or 2025 That Contain Non-Participating Communities

Attachment F – Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G – Counties Previously Identified as Eligible But That Have Not Accepted Urban County Status

COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2024-2026

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development's (HUD) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;
2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must in the aggregate contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or
3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX. for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2024, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2023, through September 30, 2024. **An urban county's failure to submit its Consolidated Plan by August 16, 2024, will automatically result in a loss of CDBG funds for the 2024 program year (24 CFR § 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute.** The Consolidated Plan must meet all requirements of 24 CFR part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a consortium to receive HOME funding, the consortium's lead entity submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions.

However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs assessment, market analysis, strategic plan, and Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) & (b).

D. Synchronization of Urban County and HOME Qualification Periods

CDBG urban counties and HOME consortia qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2024-2026. Unless noted otherwise, deadlines may only be

extended by prior written authorization from Headquarters. Deadlines in paragraphs D., E., G., and I. may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

- A. By May 5, 2023, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2023 for the 2024-2026 Qualification Period).
- B. By May 5, 2023, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III., paragraph D, for an explanation of split places).
- C. By May 5, 2023, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E., below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FYs 2024-2026. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.
- D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: <https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf>

A county that is already qualified as an urban county for FY 2024 (see Attachment E, Counties Qualified through 2024 or 2025 that Contain Nonparticipating Communities) may

elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H., below).

- E. By June 12, 2023, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 7, 2023, (see paragraph F., below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 7, 2023, deadline means that the unit of government is required to remain with the urban county for FYs 2024-2026. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.
- F. By June 12, 2023, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 21 deadline (see Section VIII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.
- G. By July 7, 2023, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2024-2026 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- H. By July 7, 2023, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 18, 2023, to comply

with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 28, 2023. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

- I. By July 14, 2023, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- J. By July 28, 2023, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H., above), they must elect to defer or accept their status by August 18, 2023. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 8, 2023, to notify the Systems Development and Evaluation Division of their decisions.
- K. By August 4, 2023, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.
- L. By August 25, 2023, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV., paragraph E.), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that**

any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.

- M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.
- N. By August 25, 2023, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2024 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). **THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.**
- O. By September 8, 2023 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions – all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2024-2026 by September 22, 2023.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A.) in sufficient time to meet the deadline for submission indicated in the schedule in Section II. (cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;
3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;
4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E.; and
5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local

government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:
 - a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or
 - b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.
2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:
 - a. to be excluded from all urban counties;
 - b. to be entirely included in one urban county and excluded from all other such counties; or
 - c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2024-2026 qualification period.

IV. **DOCUMENTS TO BE SUBMITTED TO HUD**

Any county seeking to qualify as an urban county for FY 2024-2026 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

- A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B.). This does not apply to an already qualified urban county adding communities.
- B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III. paragraph C.).
- C. Where applicable, a copy of the letter from:
 - 1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;
 - 2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;
 - 3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or
 - 4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program (See Section II., Qualification Schedule, paragraph G.).
- D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to

terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III., paragraph E.).

- E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III., Qualification Actions to be Taken by County, paragraph C., and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B. and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E., at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

- F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A., Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A., for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

- A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.
- B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the

county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

- C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
- D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:
 - 1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
 - 2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and
 - 3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)
- E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2024-2026), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to

participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

- F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E.), and that such failure to comply will void the automatic renewal for such qualification period.
- G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
- H. The agreement must expressly state that the county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at

<https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the

implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department. The agreement must include the obligation to sign the assurances and certifications in the HUD 424-B.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

- I. The agreement must expressly state that the cooperating unit of general local government has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. 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 non-violent civil rights demonstrations within jurisdictions.
- J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C.).
- K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B.).

- L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.
- M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2023 for FYs 2024-2026 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, retain

its classification as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A., Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V., Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the

amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov. The TTY number is 603-666-3805. These are not toll-free numbers.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the exception rule criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the exception rule. HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V., Cooperation Agreements, between an urban county and its participating units of local

government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 § CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which the units of general local government are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or

becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2024-2026, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community's eligibility as a metropolitan city prior to July 28, 2023 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to opt out later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local

government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized by Census as dissolved, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending

on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2024 for 2025-2027. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2023 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county's CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town's decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

- A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term essential community development and housing assistance activities means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of

or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

- B. For new and requalifying counties, the notification by the Field Office required under Section II., paragraph A., must include the following determinations:
1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.
 2. Which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD by letter by July 14, 2023); and,
 3. Which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V. of this Notice.

ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE

CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY

ATLANTIC COUNTY

NEW JERSEY

BERGEN COUNTY

NEW JERSEY

BURLINGTON COUNTY

NEW JERSEY

CAMDEN COUNTY

NEW JERSEY

ESSEX COUNTY

NEW JERSEY

GLOUCESTER COUNTY

NEW JERSEY

HUDSON COUNTY

NEW JERSEY

MIDDLESEX COUNTY

NEW JERSEY

MONMOUTH COUNTY

NEW JERSEY

MORRIS COUNTY

NEW JERSEY

OCEAN COUNTY

NEW JERSEY

PASSAIC COUNTY

NEW JERSEY

SOMERSET COUNTY

NEW JERSEY

UNION COUNTY

NEW YORK

DUTCHESS COUNTY

NEW YORK

ERIE COUNTY

NEW YORK

MONROE COUNTY

NEW YORK

NASSAU COUNTY

NEW YORK

ONONDAGA COUNTY

NEW YORK

ORANGE COUNTY

NEW YORK

ROCKLAND COUNTY

NEW YORK

SUFFOLK COUNTY

NEW YORK

WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE

NEW CASTLE COUNTY

MARYLAND

ANNE ARUNDEL COUNTY

MARYLAND

BALTIMORE COUNTY

MARYLAND
MARYLAND
MARYLAND
MARYLAND

HARFORD COUNTY
HOWARD COUNTY
MONTGOMERY COUNTY
PRINCE GEORGES COUNTY

PENNSYLVANIA
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ALLEGHENY COUNTY
BEAVER COUNTY
BERKS COUNTY
BUCKS COUNTY
CHESTER COUNTY
CUMBERLAND COUNTY
DAUPHIN COUNTY
DELAWARE COUNTY
LANCASTER COUNTY
LEHIGH COUNTY
LUZERNE COUNTY
MONTGOMERY COUNTY
NORTHAMPTON COUNTY
WASHINGTON COUNTY
WESTMORELAND COUNTY
YORK COUNTY

VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA

ARLINGTON COUNTY
CHESTERFIELD COUNTY
FAIRFAX COUNTY
HENRICO COUNTY
LOUDOUN COUNTY
PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA
ALABAMA

JEFFERSON COUNTY
MOBILE COUNTY

FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA

BREVARD COUNTY
BROWARD COUNTY
CLAY COUNTY
COLLIER COUNTY
ESCAMBIA COUNTY
HILLSBOROUGH COUNTY
JACKSONVILLE-DUVAL COUNTY

FLORIDA
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GEORGIA
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GEORGIA

NORTH CAROLINA
NORTH CAROLINA
NORTH CAROLINA
NORTH CAROLINA

SOUTH CAROLINA
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SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

TENNESSEE
TENNESSEE

MIDWEST FIELD OFFICES

LAKE COUNTY
LEE COUNTY
MANATEE COUNTY
MARION COUNTY
MIAMI-DADE COUNTY
ORANGE COUNTY
OSCEOLA COUNTY
PALM BEACH COUNTY
PASCO COUNTY
PINELLAS COUNTY
POLK COUNTY
SARASOTA COUNTY
SEMINOLE COUNTY
ST. JOHNS COUNTY
VOLUSIA COUNTY

CHEROKEE COUNTY
CLAYTON COUNTY
COBB COUNTY
DE KALB COUNTY
FULTON COUNTY
GWINNETT COUNTY
HENRY COUNTY

CUMBERLAND COUNTY
MECKLENBURG COUNTY
UNION COUNTY
WAKE COUNTY

BERKELEY COUNTY
CHARLESTON COUNTY
GREENVILLE COUNTY
HORRY COUNTY
LEXINGTON COUNTY
RICHLAND COUNTY
SPARTANBURG COUNTY

KNOX COUNTY
SHELBY COUNTY

ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS

COOK COUNTY
DU PAGE COUNTY
KANE COUNTY
LAKE COUNTY
MADISON COUNTY
MCHENRY COUNTY
ST. CLAIR COUNTY
WILL COUNTY

INDIANA
INDIANA

HAMILTON COUNTY
LAKE COUNTY

MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN

GENESEE COUNTY
KENT COUNTY
MACOMB COUNTY
OAKLAND COUNTY
WASHTENAW COUNTY
WAYNE COUNTY

MINNESOTA
MINNESOTA
MINNESOTA
MINNESOTA
MINNESOTA
MINNESOTA

ANOKA COUNTY
DAKOTA COUNTY
HENNEPIN COUNTY
RAMSEY COUNTY
ST. LOUIS COUNTY
WASHINGTON COUNTY

OHIO
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OHIO

BUTLER COUNTY
CLERMONT COUNTY
CUYAHOGA COUNTY
FRANKLIN COUNTY
HAMILTON COUNTY
LAKE COUNTY
MONTGOMERY COUNTY
STARK COUNTY
SUMMIT COUNTY
WARREN COUNTY

WISCONSIN
WISCONSIN
WISCONSIN

DANE COUNTY
MILWAUKEE COUNTY
WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA
LOUISIANA

JEFFERSON PARISH
ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

TEXAS
TEXAS
TEXAS
TEXAS
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TEXAS

BEXAR COUNTY
BRAZORIA COUNTY
DALLAS COUNTY
FORT BEND COUNTY
HARRIS COUNTY
HIDALGO COUNTY
MONTGOMERY COUNTY
TARRANT COUNTY
TRAVIS COUNTY
WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS

JOHNSON COUNTY

MISSOURI
MISSOURI
MISSOURI

JEFFERSON COUNTY
ST. LOUIS COUNTY
ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO
COLORADO
COLORADO
COLORADO

ADAMS COUNTY
ARAPAHOE COUNTY
EL PASO COUNTY
JEFFERSON COUNTY
WELD COUNTY

UTAH
UTAH

SALT LAKE COUNTY
UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

MARICOPA COUNTY

PIMA COUNTY
PINAL COUNTY

ALAMEDA COUNTY
CONTRA COSTA COUNTY
FRESNO COUNTY
KERN COUNTY
LOS ANGELES COUNTY
MARIN COUNTY
MONTEREY COUNTY
ORANGE COUNTY
RIVERSIDE COUNTY
SACRAMENTO COUNTY
SAN BERNARDINO COUNTY
SAN DIEGO COUNTY
SAN JOAQUIN COUNTY
SAN LUIS OBISPO COUNTY
SAN MATEO COUNTY
SANTA BARBARA COUNTY
SANTA CLARA COUNTY
SONOMA COUNTY
STANISLAUS COUNTY
VENTURA COUNTY

CLARK COUNTY

CLACKAMAS COUNTY
MARION COUNTY
MULTNOMAH COUNTY
WASHINGTON COUNTY

CLARK COUNTY
KING COUNTY
KITSAP COUNTY
PIERCE COUNTY
SNOHOMISH COUNTY
SPOKANE COUNTY
THURSTON COUNTY

ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYs 2024-2026

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY

NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY

PENNSYLVANIA
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PENNSYLVANIA

LANCASTER COUNTY
LUZERNE COUNTY
MONTGOMERY COUNTY
WASHINGTON COUNTY
WESTMORELAND COUNTY
YORK COUNTY

VIRGINIA
VIRGINIA

ARLINGTON COUNTY
FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA

JEFFERSON COUNTY

FLORIDA
FLORIDA
FLORIDA
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FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA

BROWARD COUNTY
CLAY COUNTY
ESCAMBIA COUNTY
HILLSBOROUGH COUNTY
LAKE COUNTY
MIAMI-DADE COUNTY
ORANGE COUNTY
PALM BEACH COUNTY
PINELLAS COUNTY
POLK COUNTY
VOLUSIA COUNTY

GEORGIA
GEORGIA
GEORGIA
GEORGIA
GEORGIA

CHEROKEE COUNTY
COBB COUNTY
DE KALB COUNTY
FULTON COUNTY
HENRY COUNTY

SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

BERKELEY COUNTY
CHARLESTON COUNTY
GREENVILLE COUNTY
LEXINGTON COUNTY

TENNESSEE

KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS
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MICHIGAN
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MICHIGAN

COOK COUNTY
DU PAGE COUNTY
LAKE COUNTY
MADISON COUNTY
ST. CLAIR COUNTY
WILL COUNTY
GENESEE COUNTY
KENT COUNTY
MACOMB COUNTY
OAKLAND COUNTY
WASHTENAW COUNTY
WAYNE COUNTY

MINNESOTA

HENNEPIN COUNTY

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OHIO

CLERMONT COUNTY
CUYAHOGA COUNTY
FRANKLIN COUNTY
HAMILTON COUNTY
LAKE COUNTY
MONTGOMERY COUNTY
STARK COUNTY
SUMMIT COUNTY
WARREN COUNTY

WISCONSIN

MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA

JEFFERSON PARISH

TEXAS
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TEXAS

DALLAS COUNTY
HARRIS COUNTY
HIDALGO COUNTY
TARRANT COUNTY
TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI

ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
COLORADO	WELD COUNTY
UTAH	SALT LAKE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY

WASHINGTON

SPOKANE COUNTY

ATTACHMENT C

COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYs 2025-2027

NEW ENGLAND FIELD OFFICES	
MAINE	CUMBERLAND COUNTY
NEW YORK/NEW JERSEY FIELD OFFICES	
NEW JERSEY	ATLANTIC COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	WESTCHESTER COUNTY
MID-ATLANTIC FIELD OFFICES	
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY
SOUTHEAST/CARIBBEAN FIELD OFFICES	
FLORIDA	BREVARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	GWINNETT COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY

TENNESSEE	SHELBY COUNTY
MIDWEST FIELD OFFICES	
ILLINOIS	KANE COUNTY
ILLINOIS	MCHENRY COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	WASHINGTON COUNTY
SOUTHWEST FIELD OFFICES	
TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	WILLIAMSON COUNTY
GREAT PLAINS FIELD OFFICES	
KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
ROCKY MOUNTAIN FIELD OFFICES	
COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
PACIFIC/HAWAII FIELD OFFICES	
ARIZONA	PINAL COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES	
OREGON	MULTNOMAH COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2025 FOR FYs 2026-2028

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN
WISCONSIN

DANE COUNTY
WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA

ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI

ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH

UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

PIMA COUNTY

CALIFORNIA

STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON

KITSAP COUNTY

ATTACHMENT E

COUNTIES QUALIFIED THROUGH 2024 OR 2025 THAT CONTAIN NON-PARTICIPATING COMMUNITIES

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY	MAINE
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NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY	NEW JERSEY
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WESTCHESTER COUNTY	NEW YORK
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MID-ATLANTIC FIELD OFFICES

DAUPHIN COUNTY	PENNSYLVANIA
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LEHIGH COUNTY	PENNSYLVANIA
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SOUTHEAST/CARIBBEAN FIELD OFFICES

MOBILE COUNTY	ALABAMA
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BREVARD COUNTY	FLORIDA
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COLLIER COUNTY	FLORIDA
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JACKSONVILLE-DUVAL COUNTY	FLORIDA
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MANATEE COUNTY	FLORIDA
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MARION COUNTY	FLORIDA
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PASCO COUNTY	FLORIDA
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SARASOTA COUNTY	FLORIDA
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ST. JOHNS COUNTY	FLORIDA
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CLAYTON COUNTY	GEORGIA
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GWINNETT COUNTY	GEORGIA
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MECKLENBURG COUNTY	NORTH CAROLINA
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UNION COUNTY	NORTH CAROLINA
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WAKE COUNTY	NORTH CAROLINA
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HORRY COUNTY	SOUTH CAROLINA
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RICHLAND COUNTY
SPARTANBURG COUNTY

SOUTH CAROLINA
SOUTH CAROLINA

MIDWEST FIELD OFFICES

KANE COUNTY
MCHENRY COUNTY

ILLINOIS
ILLINOIS

HAMILTON COUNTY

INDIANA

RAMSEY COUNTY
ST. LOUIS COUNTY
WASHINGTON COUNTY

MINNESOTA
MINNESOTA
MINNESOTA

BUTLER COUNTY

OHIO

DANE COUNTY
WAUKESHA COUNTY

WISCONSIN
WISCONSIN

SOUTHWEST FIELD OFFICES

TULSA COUNTY

OKLAHOMA

BEXAR COUNTY
BRAZORIA COUNTY
FORT BEND COUNTY
MONTGOMERY COUNTY
WILLIAMSON COUNTY

TEXAS
TEXAS
TEXAS
TEXAS
TEXAS

GREAT PLAINS FIELD OFFICES

JEFFERSON COUNTY
ST. CHARLES COUNTY

MISSOURI
MISSOURI

ROCKY MOUNTAIN FIELD OFFICES

ARAPAHOE COUNTY

COLORADO

UTAH COUNTY

UTAH

PACIFIC/HAWAII FIELD OFFICES

PIMA COUNTY
PINAL COUNTY

ARIZONA
ARIZONA

MONTEREY COUNTY
SANTA BARBARA COUNTY

CALIFORNIA
CALIFORNIA

NORTHWEST/ALASKA FIELD OFFICES

MULTNOMAH COUNTY

OREGON

KITSAP COUNTY
THURSTON COUNTY

WASHINGTON
WASHINGTON

ATTACHMENT F
LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES
IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

State	Name	POP21
AL	Madison County	395,211
AL	Huntsville city (pt.)	212,359
AL	Montgomery County	227,434
AL	Montgomery city	198,665
AL	Tuscaloosa County	227,007
AL	Tuscaloosa city	100,618
AR	Benton County	293,692
AR	Bentonville city	56,734
AR	Rogers city	71,112
AR	Springdale city (pt.)	12,106
AR	Pulaski County	397,821
AR	Jacksonville city	29,305
AR	Little Rock city	201,998
AR	North Little Rock city	64,162
AR	Washington County	250,057
AR	Fayetteville city	95,230
AR	Springdale city (pt.)	75,503
AZ	Yavapai County	242,253
AZ	Prescott city	46,833
AZ	Yuma County	206,990
AZ	Yuma city	97,093
CA	Butte County	208,309
CA	Chico city	102,338
CA	Paradise town	5,268
CA	Springdale city (pt.)	75,503
CA	Merced County	286,461
CA	Merced city	89,308
CA	Placer County	412,300
CA	Rocklin city	72,975
CA	Roseville city	151,901
CA	Santa Cruz County	267,792
CA	Santa Cruz city	61,950
CA	Watsonville city	52,067

State	Name	POP21
CA	Solano County	451,716
CA	Fairfield city	119,705
CA	Vacaville city	103,078
CA	Vallejo city	124,886
CA	Yolo County	216,986
CA	Davis city	66,799
CA	West Sacramento city	53,637
CA	Woodland city	61,398
CO	Boulder County	329,543
CO	Boulder city	104,175
CO	Longmont city (pt.)	99,463
CO	Larimer County	362,533
CO	Fort Collins city	168,538
CO	Loveland city	77,194
FL	Alachua County	279,238
FL	Gainesville city	140,398
FL	Leon County	292,817
FL	Tallahassee city	197,102
FL	Okaloosa County	213,255
FL	Crestview city	27,820
FL	Fort Walton Beach city	20,879
FL	St. Lucie County	343,579
FL	Fort Pierce city	47,927
FL	Port St. Lucie city	217,523
GA	Chatham County	296,329
GA	Savannah city	147,088
GA	Hall County	207,369
GA	Gainesville city	43,417
IA	Linn County	228,939
IA	Cedar Rapids city	136,467
ID	Ada County	511,931
ID	Boise City city	237,446
ID	Meridian city	125,963
ID	Canyon County	243,115
ID	Caldwell city	63,629
ID	Nampa city	106,186
IL	Champaign County	205,943
IL	Champaign city	89,114
IL	Rantoul village	12,119
IL	Urbana city	38,681

State	Name	POP21
IL	Winnebago County	283,119
IL	Rockford city (pt.)	147,711
IN	Allen County	388,608
IN	Fort Wayne city	265,974
IN	Elkhart County	206,921
IN	Elkhart city	53,949
IN	Goshen city	34,756
IN	St. Joseph County	272,212
IN	Mishawaka city	51,074
IN	South Bend city	103,353
KS	Sedgwick County	523,828
KS	Wichita city	395,699
LA	Caddo Parish	233,092
LA	Shreveport city (pt.)	181,146
LA	Calcasieu Parish	205,282
LA	Lake Charles city	81,097
ME	York County	214,591
ME	Biddeford city	22,569
MI	Ingham County	284,034
MI	East Lansing city (pt.)	44,417
MI	Lansing city (pt.)	107,653
MI	Kalamazoo County	261,108
MI	Kalamazoo city	73,257
MI	Portage city	48,844
MO	Clay County	255,518
MO	Kansas City city (pt.)	139,432
MO	Greene County	300,865
MO	Springfield city (pt.)	169,722
MO	Jackson County	716,862
MO	Blue Springs city	59,430
MO	Independence city (pt.)	122,088
MO	Kansas City city (pt.)	314,956
MO	Lee's Summit city (pt.)	100,061
MS	Harrison County	209,396
MS	Biloxi city	49,241
MS	Gulfport city	72,105
MS	Hinds County	222,679
MS	Jackson city (pt.)	149,387
NC	Buncombe County	271,534
NC	Asheville city	94,067

State	Name	POP21
NC	Cabarrus County	231,278
NC	Concord city	107,697
NC	Kannapolis city (pt.)	43,875
NC	Durham County	326,126
NC	Chapel Hill town (pt.)	2,847
NC	Durham city (pt.)	285,115
NC	Raleigh city (pt.)	1,540
NC	Forsyth County	385,523
NC	High Point city (pt.)	80
NC	Winston-Salem city	250,320
NC	Gaston County	230,856
NC	Gastonia city	81,161
NC	Guilford County	542,410
NC	Burlington city (pt.)	1,892
NC	Greensboro city	298,263
NC	High Point city (pt.)	107,265
NC	New Hanover County	229,018
NC	Wilmington city	117,643
NC	Onslow County	206,160
NC	Jacksonville city	72,876
NE	Douglas County	585,008
NE	Omaha city	487,300
NE	Lancaster County	324,514
NE	Lincoln city	292,657
NM	Bernalillo County	674,393
NM	Albuquerque city	562,599
NM	Rio Rancho city (pt.)	5
NM	Doña Ana County	221,508
NM	Las Cruces city	112,914
NV	Washoe County	493,392
NV	Reno city	268,851
NV	Sparks city	109,796
NY	Niagara County	211,653
NY	Niagara Falls city	48,360
NY	Oneida County	230,274
NY	Rome city	31,974
NY	Utica city	64,501
OH	Lorain County	315,595
OH	Elyria city	52,816
OH	Lorain city	65,430

State	Name	POP21
OH	Lucas County	429,191
OH	Toledo city	268,508
OH	Mahoning County	226,762
OH	Alliance city (pt.)	46
OH	Youngstown city (pt.)	60,268
OH	Trumbull County	201,335
OH	Warren city	39,020
OH	Youngstown city (pt.)	2
OK	Cleveland County	297,597
OK	Moore city	63,462
OK	Norman city	128,097
OK	Oklahoma City city (pt.)	78,976
OK	Oklahoma County	798,575
OK	Edmond city	95,341
OK	Midwest City city	58,145
OK	Oklahoma City city (pt.)	527,861
OR	Deschutes County	204,801
OR	Bend city	102,059
OR	Redmond city	35,582
OR	Jackson County	223,734
OR	Ashland city	21,607
OR	Medford city	86,367
OR	Lane County	383,189
OR	Eugene city	175,096
OR	Springfield city	62,256
PA	Erie County	269,011
PA	Erie city	93,999
PA	Lackawanna County	215,663
PA	Scranton city	75,874
SC	Anderson County	206,908
SC	Anderson city	29,284
TN	Hamilton County	369,135
TN	Chattanooga city	182,113
TN	Montgomery County	227,900
TN	Clarksville city	170,957
TN	Rutherford County	352,182
TN	Murfreesboro city	157,519
TN	Williamson County	255,735
TN	Franklin city	85,469

State	Name	POP21
TX	Bell County	379,617
TX	Killeen city	156,261
TX	Temple city	85,416
TX	Brazos County	237,032
TX	Bryan city	86,866
TX	College Station city	120,019
TX	Cameron County	423,029
TX	Brownsville city	187,831
TX	Harlingen city	71,925
TX	San Benito city	24,780
TX	El Paso County	867,947
TX	El Paso city	678,415
TX	Galveston County	355,062
TX	Galveston city	53,219
TX	League City city (pt.)	113,073
TX	Texas City city (pt.)	54,247
TX	Hays County	255,397
TX	Austin city (pt.)	975
TX	San Marcos city (pt.)	68,577
TX	Jefferson County	253,704
TX	Beaumont city	112,556
TX	Port Arthur city (pt.)	55,645
TX	Lubbock County	314,451
TX	Lubbock city	260,993
TX	McLennan County	263,115
TX	Waco city	139,594
TX	Nueces County	353,079
TX	Corpus Christi city (pt.)	317,773
TX	Smith County	237,186
TX	Tyler city	107,192
TX	Webb County	267,945
TX	Laredo city	256,153
UT	Weber County	267,066
UT	Ogden city	86,798
WA	Benton County	210,025
WA	Kennewick city	84,488
WA	Richland city	61,929
WA	Whatcom County	228,831
WA	Bellingham city	92,289
WA	Yakima County	256,035
WA	Yakima city	96,578

State	Name	POP21
WI	Brown County	269,591
WI	Green Bay city	107,015

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT HAVE NOT ACCEPTED URBAN COUNTY STATUS

NEW ENGLAND FIELD OFFICES

NEW HAMPSHIRE

HILLSBOROUGH COUNTY
ROCKINGHAM COUNTY

NEW YORK/NEW JERSEY OFFICES

NEW YORK

SARATOGA COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE

SUSSEX COUNTY

MARYLAND

FREDERICK COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA

SHELBY COUNTY

FLORIDA

HERNANDO COUNTY

GEORGIA

FORSYTH COUNTY

TENNESSEE

SUMNER COUNTY

MIDWEST FIELD OFFICES

MICHIGAN

OTTAWA COUNTY

OHIO

DELAWARE COUNTY

SOUTHWEST FIELD OFFICES

TEXAS

COLLIN COUNTY
DENTON COUNTY
ELLIS COUNTY

GREAT PLAINS FIELD OFFICES

IOWA

POLK COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH

DAVIS COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

MOHAVE COUNTY*

CALIFORNIA

TULARE COUNTY

*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Historic Properties Presentation

DATE: 06/29/2023

The Historic Properties Manager, Susan Proctor, will conduct a presentation to City Council to provide a synopsis of the division. The presentation will introduce the Historic Properties facilities, programs and events that are offered as well as their future goals. Questions regarding the Historic Properties division may be directed to Susan Proctor at sproctor@cityofbowie.org or 301-809-3089.

ATTACHMENTS: 1. 20230703 - Historic Properties Presentation Blue

A stylized map of the state of Maryland is shown in the background. The landmass is represented by a solid blue color, while the surrounding water areas are white. The map is oriented vertically, with the top of the state at the top of the page.

Welcome to the City of Bowie Historic Properties and Museums

A large, horizontal, blue brushstroke graphic with a rough, textured edge, resembling a paint stroke. It is positioned on the left side of the slide.

Mission Statement

The Mission of the City of Bowie Museums is to preserve, collect, interpret and celebrate the public's interpretation of the history, architecture, city plans and people of Bowie, Maryland through education and exhibition, archaeology and advocacy of this diverse heritage.

What We Do!

- Conserve and protect the buildings, objects, landscapes, as well as the history of Bowie.
- Interpret the history of Bowie to residents and visitors from across the region.
- Develop and deliver programs and events to enable the residents of Bowie to enjoy the diverse cultural offerings and historic landscape of Bowie.
- Provide guided educational tours to schools and interested groups.
- Work with community partners to support and promote local activities.
- Make rental space available for business retreats, meetings, etc.
- Represent the City of Bowie at public events.
- Engage with 10,000+ visitors annually.

Team



Peyton
Museum Manager
Curator



Jeannine
Museum Aide



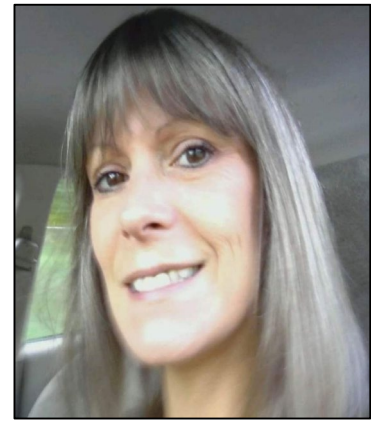
Dave
Museum Aide



Alisanna
Museum Aide



Andre
Museum Aide



Ruth
Museum Manager



Guadalupe
Museum Aide



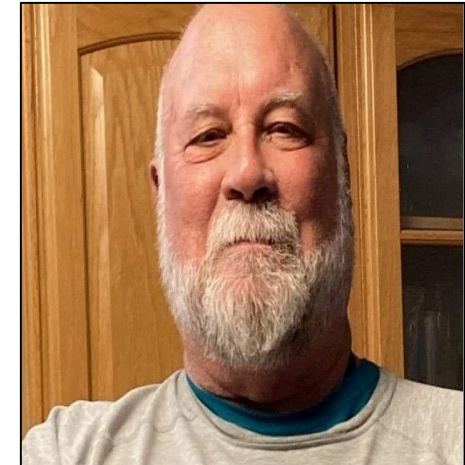
James
Museum Aide



Susan
Museum Aide



Danielle
Museum Aide



Rob
Museum Aide



The Historic Properties

- Belair Mansion
- Bowie Railroad Museum
 - Belair Stable
- Old Town Bowie Welcome Center
- Williams Plains Historic House
- Major Thomas Lansdale Gravesite
 - Prince George's County
Genealogy Library
- National Capitol Radio and Television
Museum
 - Bowie Golf Course Clubhouse

Belair Mansion

1745





Belair Stable 1907





African American Jockeys

America's First Sports Heroes

Modern sports fans are familiar with the names of jockeys like Willie Shoemaker, Eddie Aron, Calvin Hall, Mike Smith and Victor Espinoza. Their skills have brought many famous American Thoroughbreds such as *Secretariat*, *American Pharoah*, *Justify* to name a few, to the top and the Winner's Circle. They studied today's racing fans, setting records and achieving a secure place in the history of Thoroughbred racing for themselves.

Thoroughbred racing has excited spectators in this country since the beginning of the 18th century.

But, the earliest jockeys of the turf – African American jockeys – remained almost invisible to most viewers.

They took the prize in countless contests – including the Belmont, the Preakness Stakes and the Kentucky Derby. Their accomplishments and their skills qualify them as America's first real sports heroes.

End of an Era

African American jockeys dominated the American turf through the 19th century's horse racing season and rode longer so than a percentage of their white counterparts in the same season.

Jockeys trained by Joe Clark have shown many from the 19th century. When conditions and physical demands were brutal against African American jockeys, many others joined their ranks.

Today, like African American jockeys had all but disappeared. As America's first real sports heroes, their stories need to be told.

Bowie Railroad Museum

1872







*Old Town
Bowie
Welcome
Center
1929*

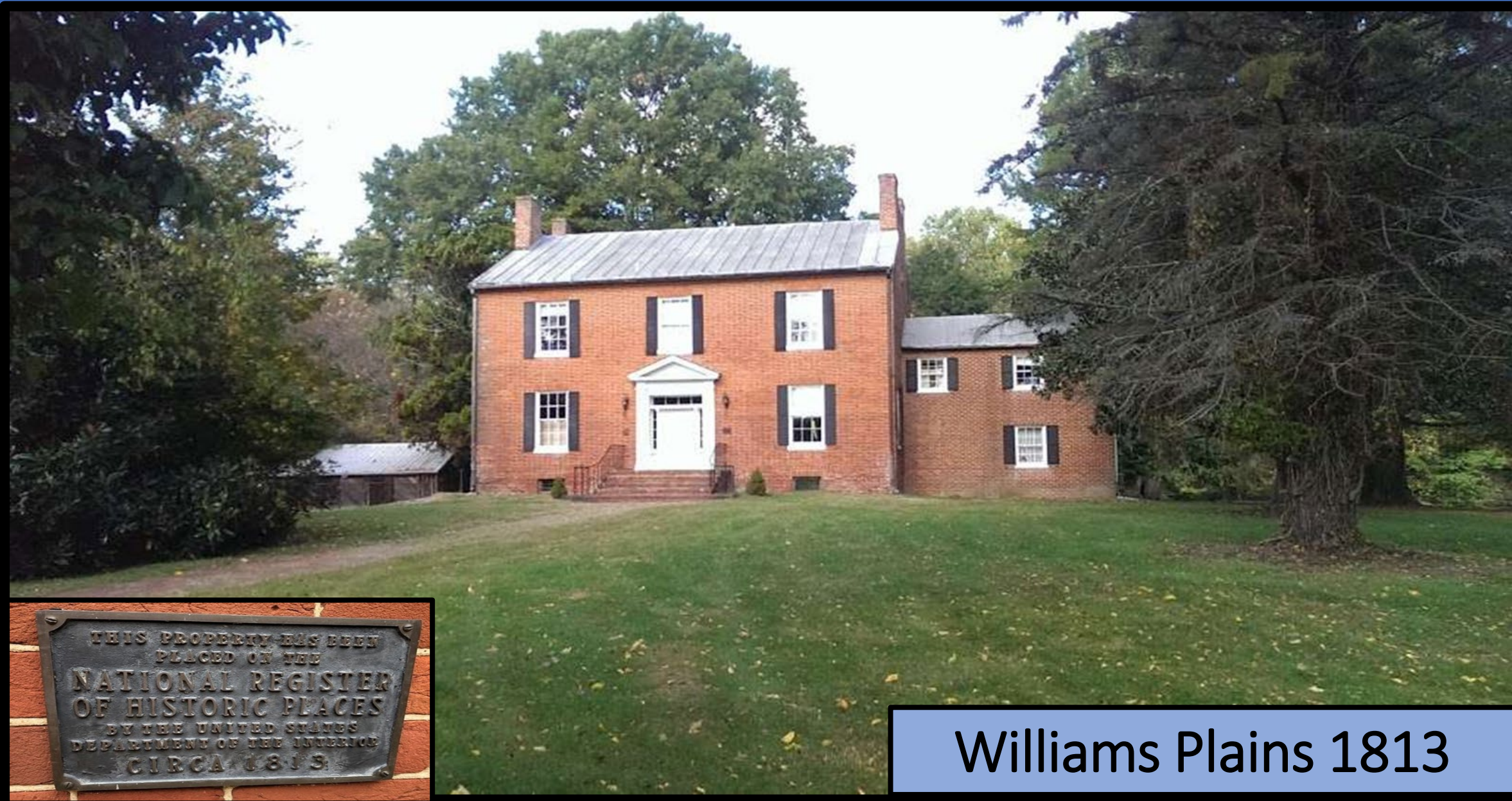


Major Thomas Lansdale Gravesite



THOMAS LANCASTER LANSDALE



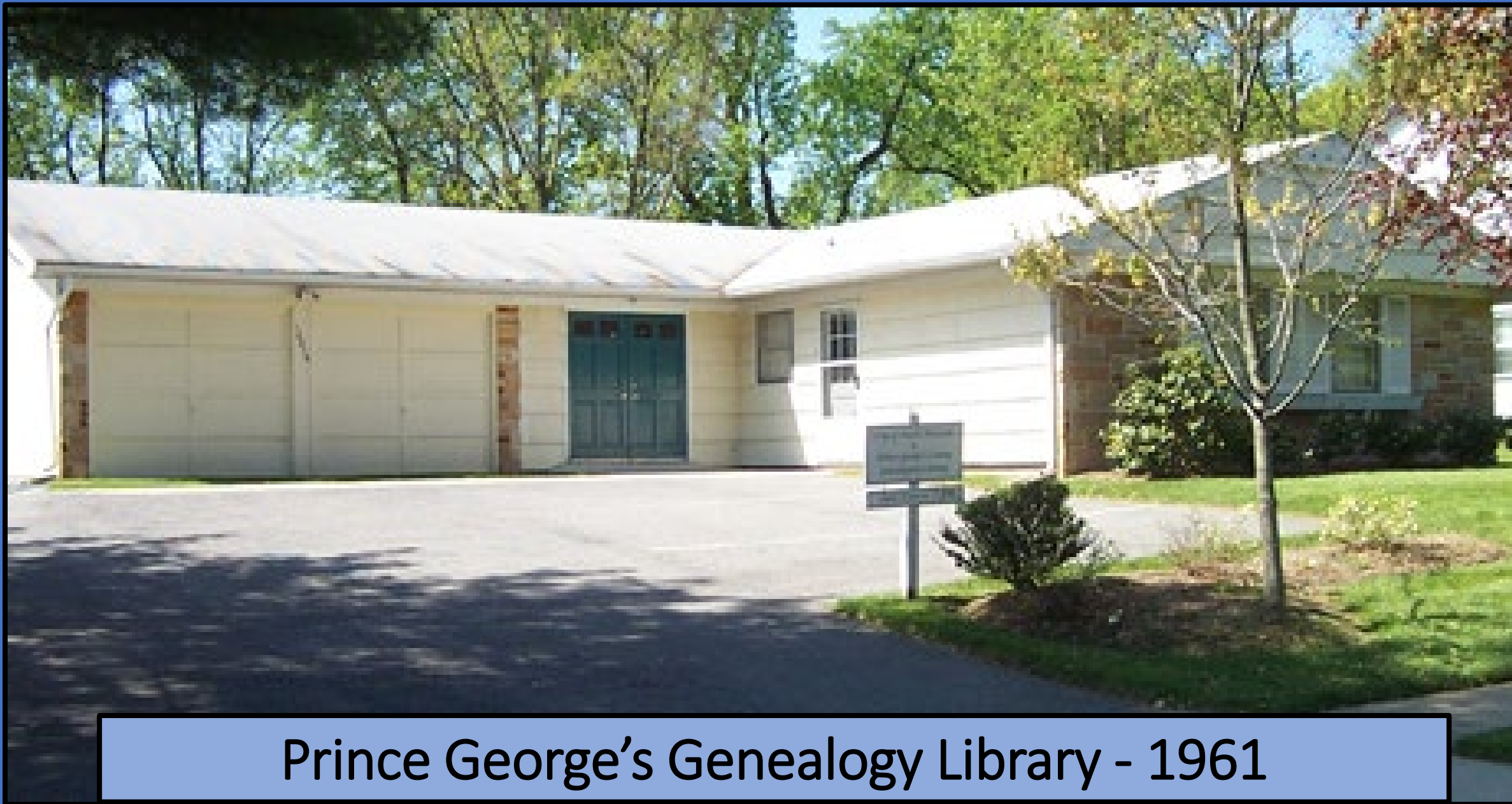


THIS PROPERTY HAS BEEN
PLACED ON THE
NATIONAL REGISTER
OF HISTORIC PLACES
BY THE UNITED STATES
DEPARTMENT OF THE INTERIOR
CIRCA 1813

Williams Plains 1813

Bowie
Golf Course
Clubhouse
-
Fair Running
1727





Prince George's Genealogy Library - 1961



National
Capitol Radio
and
Television
Museum
1906







Programs and Events

- History Lectures
- Yoga on the Lawn
- Historic Textile Classes
 - Fairy Tale Fun
 - Kid's Kaboose
- DAR Lecture Series
 - Heritage Day
- Genealogy Workshop
 - Wine and Design
- Book Talks and Signings
 - Fall-Family-Fun
 - Trainspotting Day
- Bowie-Crofton Garden Club
Annual Plant Sale
- Movie Night at the Mansion
- Christmas Open House
 - Magic Elf Hunt
 - Reindeer Games
 - And So Much More





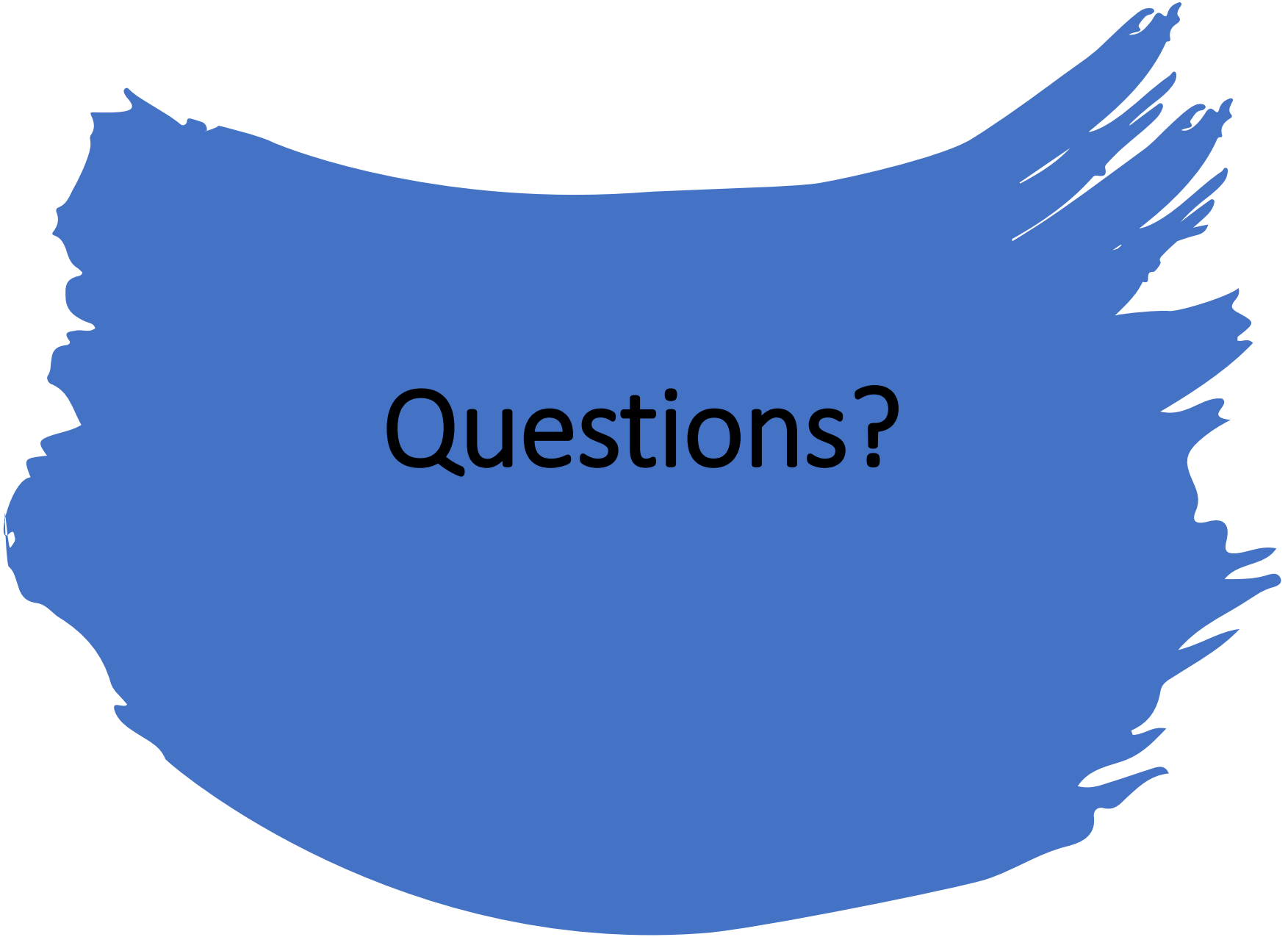


Our Future is to...

- Increase the knowledge and telling of diverse stories.
- Expand community engagement through increased programming and outreach opportunities.
- Continue developing community partnerships.
- Maintain a proactive approach to the restoration of historic properties.



The Historic Properties Invites You
to Experience the Unique
History of Bowie!



Questions?