



City of Bowie

Regular City Council Meeting

Monday, July 10, 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**
- 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-45-23 Awarding a Contract to DSI, Inc. to Repair Equalization Tank Flygt Pump #1 At The Wastewater Treatment Plant In The Amount of \$28,403.60
 - B.** Adoption of Resolution R-46-23 Repealing Resolution R-41-23 and Adopting the Housing and Community Development Cares Act Amendment: FY 2021 (HUD FY 2020) Amended Annual Action Plan
 - C.** Adoption of Resolution R-47-23 Approving Deed of Adjustment of Common Line of Division Between Parcels Owned by the City Known as the "Entzian Property"
- XI. OLD BUSINESS**
 - A.** Adoption of Ordinance O-8-23 Granting a Renewal of a Cable Franchise to Comcast of Maryland, LLC, and Authorizing a Franchise Agreement
- XII. NEW BUSINESS**
 - A.** City Lobbyists Briefing
 - B.** Bowie Race Track Property Task Force Recommendations - The Chair of the Bowie Race Track Property Task Force will present the final findings and recommendations of the Task Force regarding future recreational uses of the Bowie Race Track property. **Public Hearing/Eligible for Action**
 - C.** Retail Centers in Bowie - Marc Menick, President of KLNK and a retail development, management, and leasing expert, will provide Council with a briefing on retail center development, leasing, and operation; and he will talk

about why landlords select the tenants they pick and what the tenants look for in a location.

XIII. ADJOURNMENT

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 7/12/23 and 7/15/23 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, AUGUST 7, 2023
- COUNCIL CHAMBERS - 8:00 P.M.**

Brittany Bunn

Bee Scott

6. If Council concurs to reappoint the following members to the Economic Development Committee for another 2-year term, please have Councilmember Gardner move to reappoint them:

Candi Dailey
Kevin Kennedy, Jr.
Sherman Ragland

Andrew M. Roud
Alicia Stukes

7. If Council concurs to reappoint the following members to the Environmental Advisory Committee for another 2-year term, please have Councilmember Woolfley move to reappoint them:

Elmer M. Dengler

Jacqueline Lord

8. If Council concurs to reappoint the following members to the Ethics Commission for another 2-year term, please move to reappoint them:

Ismael "Vince" Canales
John P. "Jay" Fagan, Jr.
Alan R. Kolski

Karl Stehmer
Daniel E. Thomas

9. If Council concurs to reappoint the following member to the Financial Advisory Committee for another 2-year term, please have Councilmember Woolfley move to reappoint him:
Carl Robinson

10. If Council concurs to reappoint the following members to the Green Team Executive Committee for another 2-year term, please have Councilmember Gardner move to reappoint them:

Robert Kellaway

Michael Lagua

11. If Council concurs to reappoint the following members to the Information Technology Committee for another 2-year term, please have Councilmember Ndebumadu move to reappoint them:

John Eidsness

Michael Gregory Paines

12. If Council concurs to reappoint the following members of the Public Safety Committee for another 2-year term, please have Councilmember Hawkins move to reappoint them:

Langston Clay

Jeffrey G. Cooper

ATTACHMENTS: None



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Equalization Tank Flygt Pump #1 Repairs – Wastewater Treatment Plant Resolution R-45-23

DATE: 07/06/2023

Legal notices were placed and bid packages were sent to firms to repair Equalization Tank Flygt pump #1 at the Wastewater Treatment Plant, located at the Public Works Department, 16500 Annapolis Road. At the close of bidding at 11:00 a.m., Wednesday, July 5, 2023, one (1) bid had been received from DSI, Inc. of Baltimore, Maryland, in the amount of \$28,403.60.

This is one of three pumps that pumps raw sewage to the ENR process. Failure to have all pumps operational may result in a sewage overflow.

The Public Works Department recommends that the bid from DSI, Inc., of Baltimore, Maryland, in the amount of \$28,403.60, be accepted. The FY24 budget for this project is \$30,000.

I concur with the above recommendation to award to DSI, Inc. and request your approval of R-45-23.

ATTACHMENTS: 1. 20230710 - Resolution R-45-23

R E S O L U T I O N

OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
AWARDING A CONTRACT TO DSI, INC. TO REPAIR EQUALIZATION TANK
FLYGT PUMP #1 AT THE WASTEWATER TREATMENT PLANT IN THE AMOUNT
OF \$28,403.60

WHEREAS, a legal notice advertising an Invitation for Bids to repair Equalization Tank Flygt pump #1 at the Wastewater Treatment Plant was placed on eMaryland Marketplace Advantage, Bid Locker and the City's website; and

WHEREAS, at the close of bidding at 11:00 a.m., Wednesday, July 5, 2023, the City received one (1) bid; and

WHEREAS, after a careful review of the bid submitted, it was determined that DSI, Inc. had submitted a responsible and responsive bid in the amount of \$28,403.60.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bowie, Maryland, that the Council hereby awards a contract to DSI, Inc. to repair Equalization Tank Flygt pump #1 at the Wastewater Treatment Plant and hereby directs the City Manager to sign a contract with DSI, Inc. for services and price set forth above.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on July 10, 2023.

ATTEST:

Awilda Hernandez, City Clerk

Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Repealing of Resolution R-41-23 Housing and Community Development CARES Act Amendment - Resolution R-46-23

DATE: 07/06/2023

On June 20, 2023, City Council adopted Resolution R-41-23 Adopting the Housing and Community Development CARES Act Amendment: FY 2023 (HUD FY2022) Amended Annual Action Plan. The title and body of this resolution listed the wrong fiscal years for the Amended Action Plan, therefore Resolution R-46-23 will repeal Resolution R-41-23 with the correct Fiscal Year of FY 2021 (HUD FY2020). All other aspects of the resolution remain the same.

ATTACHMENTS: 1. 20230710 - Resolution R-46-23

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
REPEALING RESOLUTION R-41-23 AND ADOPTING THE HOUSING AND
COMMUNITY DEVELOPMENT CARES ACT AMENDMENT: FY 2021 (HUD FY
2020) AMENDED ANNUAL ACTION PLAN

WHEREAS, the City of Bowie (City), Maryland is entitled to receive annual Community Development Block Grant (CDBG) Program funds directly; and

WHEREAS, on June 20, 2023, City Council adopted Resolution R-41-23 adopting the Housing and Community Development Cares Act Amendment; and

WHEREAS, Resolution R-41-23 had a typographical error on the Fiscal Year of the amendment, it listed FY 2023 (HUD FY 2022); and

WHEREAS, Resolution R-46-23 will repeal and replace Resolution R-41-23 with the correct Fiscal Year of the amendment as FY 2021 (HUD FY 2020); and

WHEREAS, on March 27, 2020 passage of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, provides \$5 billion in Community Development Block Grant funds to be used to prevent, prepare for, and respond to the Coronavirus (COVID-19). As an entitlement community, the City of Bowie ("City") received \$63,204 in Community Development Block Grant- Coronavirus (CDBG CV-4) funds from the Department of Housing and Urban Development (HUD). To expedite the disbursement of the City's new CDBG CV-4 funds, via 24 CFR 5.110, the CARES Act authorized HUD to grant waivers to the public notice, public comment, and citizen participation plan requirements found in 24 CFR 91.105(2) and (k) and 24 CFR 91.40; and

WHEREAS, pursuant to the requirements of 24 CFR 91.105 and 24 CFR Part .158 the City of Bowie hereby issues the attached Annual Action Plan, and no substantial changes to the Consolidated Plan. Adopted by the City Council on February 20, 2018, and amended on June 1, 2020, this the current Citizen Participation Plan already amends and supersedes the City's prior Citizen Participation Plan, and is in compliance with Section 104(a)(3) of the Housing and Community Development Act of 1974; and

WHEREAS, the CARES Act CDG CV-4 regulations also requires the City to submit a an Amended Annual Action Plan to include the City's proposals for the expenditure of CDBG CV-4 funds with additional information consistent with HUD's regulations and rules regarding eligible participants, eligible activities, and national objectives; and

WHEREAS, the CDBG Entitlement has allowed the City of Bowie to leverage additional funds that will assist in the implementation of the Five-Year Strategic Plan; and

WHEREAS, the proposed expenditure of CDBG funds is consistent with the CARES Act and HUD's CDBG CV-4 funding program regulations; and

WHEREAS, the "Amended Plans" indicates that CDBG funds will provide for emergency funds for food, housing assistance, and homeless assistance and supplies; and

WHEREAS, the proposed CDBG funded activity meets one of three national objectives, to "provide public services" for low and moderate-income residents and others in the City; and

WHEREAS, the requirements of the Amended Annual Action Plan have been adhered to and that public participation in the development of this Housing and Community Development "Amended Plans" for have been solicited.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, that Resolution R-41-23 is hereby repealed.

BE IT FURTHER RESOLVED by the Council of the City of Bowie, Maryland, does hereby approve the FY 2021 (HUD FY 2020) Amended Annual Action Plan attached as Attachment 1 to this Resolution.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a meeting on _____, 20__.

ATTEST:

THE CITY OF BOWIE, MARYLAND

Awilda Hernandez
City Clerk

Timothy J. Adams
Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Deed of Adjustment of Common Line of Division - Entzian Property
Resolution R-47-23

DATE: 07/06/2023

In this memo, we are requesting the approval of Resolution R-47-23, the Deed of Adjustment of Common Line of Division between Parcel 20 and Parcel 58 located on the City-owned Entzian Property by the City Council.

Background: The City of Bowie is the owner of two adjoining parcels of land located (Parcel 58 and Parcel 20) at 18509 Central Avenue, Mitchellville, Maryland 20716, totaling approximately 121 acres. The City previously entered into Solar Power Purchase Agreements with SolarCity Corporation, approved by Resolution R-8-15 on January 5, 2015. Following the merger of SolarCity Corporation with Tesla Motors, Inc. in August 2016, Tesla assumed the Solar Power Purchase Agreements. Resolution R-63-17, approved on October 16, 2017, included an amendment to the Solar Power Purchase Agreements, allowing for modifications to the Array 2 configuration and the realignment of the boundary line between Parcel 20 (Array 2) and Parcel 58 (Array 1).

Proposal: Tesla has requested an adjustment to the Common Line, specifically shifting Array 2 further north closer to the interconnection and entrance. This adjustment will facilitate the use of the remaining portion of the lot for other purposes, as well as address the desire expressed by residents living on properties adjacent to the southern end of the Entzian property. The PV racking system's tolerance changes since the last adjustment make this shift easier to accomplish.

Staff Recommendation: Upon reviewing the Deed of Adjustment of Common Line of Division, staff recommends Council approval of Resolution R-47-23 accepting the new Deed reflecting the realignment of the boundary line between Parcel 20 and Parcel 58 of the City owned property known as the Entzian Property located at 18509 Central Avenue, Mitchellville, Maryland 20716.

ATTACHMENTS:

1. 20230710 - Resolution R-47-23
2. 20230710 - Deed of Common Lot Line Adjustment

**RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
APPROVING DEED OF ADJUSTMENT OF COMMON LINE OF DIVISION
BETWEEN PARCELS OWNED BY THE CITY KNOWN AS THE “ENTZIAN
PROPERTY”**

WHEREAS, pursuant to deed recorded among the land records of Prince George’s County at liber 7035, folio 147, the City is the owner of certain real property commonly known as 18630 Queen Anne Road, Upper Marlboro, Maryland 20774, further described as Tax Account Number 07-0726174, Map 0071, Parcel 58 ("Parcel 58"); and

WHEREAS, pursuant to deed recorded among the land records of Prince George’s County at liber 7035, folio 152, the City is the owner of certain real property commonly known as 18509 Central Avenue, Mitchellville, Maryland 20716, further described as Tax Account 07-0725820,, Map 0071, Parcel 20 ("Parcel 20") ; and

WHEREAS, Parcels 58 and 20, collectively known as the “Entzian Property”, abut one another; and

WHEREAS, on January 5, 2015, the City adopted Resolution R-8-15, approving two Solar Power Purchase Agreements with Solar City Corporation to install a solar array on each of Parcel 58 and Parcel 20; and

WHEREAS, on August 2016, Tesla Motors, Inc. ("Tesla") merged with SolarCity Corporation; and

WHEREAS, Tesla assumed the Solar Power Purchase Agreements with the City; and

WHEREAS, on October 16, 2017, the City approved Resolution R-63-17, an amendment to the Solar Power Purchase Agreements, providing for modifications of the Array 2 configuration and realignment of the boundary line between the two parcels; and

WHEREAS, pursuant to a Deed of Adjustment of Common Line of Division recorded among the Land Records of Prince George’s County at Liber 40536, Folio 449 (the “2018 Adjustment Deed”), the common line of division between Parcel 58 and Parcel 20 was previously adjusted ; and

WHEREAS, Tesla has requested that the common line of adjustment be adjusted again to shift the arrays further north closer to the interconnection and the entrance.

WHEREAS, the new Common Line adjustment would permit the City to use the rest of Parcel 58 for other uses and the City for this reason and others deems the adjustment to be in its best interests; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, that the City Manager is hereby authorized to sign and record the attached Deed of Adjustment of Common Line of Division. .

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on this _____ day of _____, 2023.

Timothy J. Adams, Mayor

ATTEST:

Awilda Hernandez, City Clerk

**NO CONSIDERATION
NO TITLE EXAMINATION**

Tax ID – 07-0726174

Tax ID – 07-0725820

Tax ID – 07-0725838

**DEED OF
ADJUSTMENT OF COMMON LINE OF DIVISION**

THIS DEED OF ADJUSTMENT OF COMMON LINE OF DIVISION is dated as of this _____ day of _____, 2023 by THE CITY OF BOWIE, an incorporated municipality of the State of Maryland (the “**Owner**”) having an address at 15901 Fred Robinson Way, Bowie, Maryland 20716.

WITNESSETH

WHEREAS, pursuant to deed recorded among the land records of Prince George’s County at liber 7035, folio 147, the Owner is the owner that certain parcel of real property currently identified on Tax Map 0071 as Parcel 58 (“**Parcel 58**”), as more specifically described in such deed (the “**Original Parcel 58 Description**”); and

WHEREAS, pursuant to deed recorded among the land records of Prince George’s County at liber 7035, folio 152, the Owner is the owner of those certain parcels of real property currently identified on Tax Map 0071 as Parcel 20 (“**Parcel 20**”), as more specifically described in such deed (the “**Original Parcel 20 Description**”); and

WHEREAS, pursuant to the Deed of Adjustment of Common Line of Division recorded among the land records of Prince George’s County at Book 40536, Page 449 (the “**2018 Adjustment Deed**”), the Owner previously adjusted the common line of division between Parcel 58 and Parcel 20 (the “**2018 Adjustment**”); and

WHEREAS, pursuant to and in accordance with Subtitle 24, Sec. 107(c)(9) of the Prince George’s County, Maryland Code of Ordinances, the Owner desires to further adjust the common line of division between Parcel 20 and Parcel 58.

NOW THEREFORE WITNESSETH, for and in consideration of ZERO DOLLARS and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby acknowledge, confirm and agree for the benefit of the Owner, and its successors and assigns, that in furtherance of the adjustment of the common line of division separating Parcel 58 and Parcel 20 (i) the Original Parcel 58 Legal Description, as adjusted pursuant to the 2018 Adjustment Deed, is hereby further revised to be the legal description

described on Exhibit A attached hereto (the “**Revised Parcel 58 Description**”), and (ii) the Original Parcel 20 Legal Description, as adjusted pursuant to the 2018 Adjustment Deed, is hereby further revised to be the legal description described on Exhibit B attached hereto (the “**Revised Parcel 20 Description**”).

WITNESS the hand and seal of the Owner as of the date first above written.

ATTEST / WITNESS:

OWNER:

THE CITY OF BOWIE, an incorporated
municipality of the State of Maryland

Name: _____
Title: _____

By: _____ (SEAL)
Alfred D. Lott, City Manager

STATE OF _____:
To Wit:
COUNTY OF _____:

I Hereby Certify, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Alfred D. Lott, the City Manager of The City of Bowie, , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, being authorized to do so and that said person executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL

NOTARY PUBLIC
My Commission Expires: _____

The undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, hereby certifies that this instrument has been prepared by or under the supervision of the undersigned.

After recording return to:

Exhibit A
Revised Parcel 58 Description

All that same property conveyed by Larry Ernest Entzian and Julia Ann Entzian to the City of Bowie, by deed dated July 15, 1988 and recorded among the Land Records of Prince George's County, Maryland, in Liber 7035 at Folio 147, and being more particularly bounded and described as follows:

Beginning for the same at a fence post marking the end of the fourth or North 79° 54' West, 394 foot line as described in a conveyance from Ernest A Entzian and Aline M. Entzian to Larry Ernest Entzian and Julia Ann Entzian, by deed dated June 8, 1979 and recorded among said Land Records in Liber 5114 at Folio 215; thence reversely with the fourth line of said deed, as now surveyed, referring all bearings to the Maryland State Grid NAD 83 (2011),

- (1) South 87° 27' 37" East 83.05 feet to a point; thence departing said fourth line, the following five (5) courses for new lines of division;
- (2) North, a distance of 282.90 feet to a point; thence
- (3) East, a distance of 303.65 feet to a point; thence
- (4) North 24° 35' 19" East, a distance of 34.20 feet to a point; thence
- (5) East, a distance of 469.90 feet to a point; thence
- (6) South, a distance of 291.24 feet to a point on the third line of the aforementioned deed recorded in Liber 5114 at Folio 215; thence running with and binding reversely on part of said third line,
- (7) North 85° 32' 23" East, a distance of 274.91 feet to a point; thence running with and binding reversely on the second and first lines of said deed, the following two (2) courses;
- (8) South 87° 12' 37" East, a distance of 238.26 feet to a point, running along the line also partially binding reversely on part of the southerly or South 71° 54' 46" West 98.68 foot line of Lot 1, as shown on a Plat of Subdivision entitled, "Lot One, HONEY BRANCH ESTATES", recorded among said Land Records in Plat Book NLP 1 07 at Plat No. 94, thence
- (9) North 71° 13' 11" East, a distance of 215.82 feet to a point; thence running with the centerline of Queen Anne Road, variable width, and binding reversely on the eighth and seventh lines of said deed recorded in Liber 5114 at Folio 215, the following two (2) courses;
- (10) South 01° 00' 18" West, a distance of 568.11 feet to a point; thence

- (11) South 06° 54' 57" West 600.00 feet to a point; thence leaving said road, and running along and binding , a reversely with the sixth line of said deed recorded in Liber 5114 at Folio 215, said sixth line being in part the northerly lines of the lands of William L. Tutman, et ux, as conveyed in a deed from Hilda J. Harlan, personal representative of the Estate of Carter C. Jones, dated November 23, 1977 and recorded among said Land Records in Liber 4854 at Folio 674, and being in part an easterly line of the lands of Thelma L. Jackson, et al, as conveyed in a deed from Hilda J. Harlan, personal representative of the Estate of Carter C. Jones, dated April 6, 1978 and recorded among said Land Records in Liber 4910 at Folio 547,
- (12) South 83° 18' 50" West, a distance of 268.54 feet to a point; thence
- (13) South 83° 17' 00" West, a distance of 1,133.79 feet to a point near a corner fence post; thence running with and binding reversely on the fifth line of said deed recorded in Liber 5114 at Folio 215,
- (14) North 05° 11' 23" West, a distance of 1,234.24 feet to the point or place of beginning.

Containing a total area of 1,987,504 square feet or 45.6268 acres, more or less.

Description Prepared By:

Tristan Stewart, LS
Professional Land Surveyor, Maryland License # 21306
Bowman Consulting Group, Ltd.
13461 Sunrise Valley Drive, Suite 500
Herndon, VA 20171

Exhibit B
Revised Parcel 20 Description

All that same property conveyed by Ernest A. Entzian and Aline M. Entzian to the City of Bowie, by deed dated July 15, 1988 and recorded among the Land Records of Prince George's County, Maryland, in Liber 7035 at Folio 152, and being more particularly bounded and described as follows:

Beginning for the same at a fence post at the westerly end of the third or South 72 3/4° West, 157 perches and 18 links line as described in a conveyance from Oregon R. Benson, et al, to John W. Brown, by deed dated October 20, 1905 and recorded among said Land Records in Liber 25 at Folio 234, said point also being the westerly end of the southerly or South 78° 55' 02" West 891.02 foot line, as shown on a Plat of Subdivision entitled, "Lot 1 and Parcel 'A', 'KINGDOM FARM'", recorded among said Land Records in Plat Book CEC 91 at Plat No. 88; thence reversely in part with said third line, reversely in part with said southerly plat line and also reversely in part with the southerly or South 78° 55' 02" West 1,139.74 foot line, as shown on a Plat of Subdivision entitled, "Lot 1 and Parcel 'A', 'BARBOUR SUBDIVISION'", recorded among said Land Records in Plat Book NLP 97 at Plat No. 56, as now surveyed, referring all bearings to the Maryland State Grid NAD 83 (2011),

- (1) North 69° 52' 47" East, a distance of 2,365.66 feet to a point; thence generally following Honey Branch the following seventeen (17) courses;
- (2) South 15° 19' 11" East, a distance of 50.60 feet to a point; thence
- (3) South 30° 04' 11" East, a distance of 132.00 feet to a point; thence
- (4) South 13° 04' 11" East, a distance of 176.22 feet to a point; thence
- (5) South 02° 49' 11" East, a distance of 198.00 feet to a point; thence
- (6) South 11° 55' 45" West, a distance of 95.04 feet to a point; thence
- (7) South 05° 30' 45" West, a distance of 121.33 feet to a point; thence
- (8) South 08° 43' 27" East, a distance of 37.86 feet to a point; thence
- (9) South 00° 13' 53" West, a distance of 125.54 feet to a point; thence
- (10) South 08° 11' 27" East, a distance of 183.11 feet to a point; thence
- (11) South 11° 09' 03" East, a distance of 98.42 feet to a point; thence
- (12) South 10° 14' 15" East, a distance of 261.85 feet to a point; thence

- (13) South 06° 10' 45" West, a distance of 113.99 feet to a point; thence
- (14) South 12° 14' 15" East, a distance of 98.90 feet to a point; thence
- (15) South 14° 55' 45" West, a distance of 73.70 feet to a point; thence
- (16) South 48° 46' 46" East, a distance of 73.28 feet to a point; thence
- (17) South 07° 14' 03" East, a distance of 47.00 feet to a point; thence
- (18) South 24° 12' 32" West, a distance of 153.86 feet to a point, said point being the southerly end of the westerly or North 29° 54' 07" East 153.86 foot line, as shown on a Plat of Subdivision entitled, "Lot One, HONEY BRANCH ESTATES", recorded among said Land Records in Plat Book NLP 107 at Plat No. 94, said point also being a point in the ninth or North 80 3/4° East, 13 perches and 2 links line of said deed recorded in Liber 25 at Folio 234; thence reversely with said ninth line and reversely with the eighth and part of the seventh lines of the aforesaid deed, the following three (3) courses;
- (19) South 71° 13' 11" West, a distance of 117.67 feet to a point; thence
- (20) North 87° 12' 37" West, a distance of 238.26 feet to a point; thence
- (21) South 85° 32' 23" West, a distance of 274.91 feet to a rebar set; thence departing said seventh line, the following five (5) courses for new lines of division;
- (22) North, a distance of 291.24 feet to a rebar set; thence
- (23) West, a distance of 469.90 feet to a rebar set; thence
- (24) South 24° 35' 19" West 34.20 feet to a rebar set; thence
- (25) West, a distance of 303.65 feet to a rebar set; thence
- (26) South, a distance of 282.90 feet to a rebar set on the sixth line of the aforementioned deed recorded in Liber 25 at Folio 234; thence running with and binding reversely on part of said sixth line,
- (27) North 87° 27' 37" West, a distance of 475.91 feet to a corner post found; thence running with and binding reversely on the fifth and fourth lines of said deed, the following two (2) courses;
- (28) North 87° 13' 34" West, a distance of 150.72 feet to a point; thence
- (29) North 17° 08' 49" West, a distance of 1,244.76 feet to the point or place of

beginning.

Containing a total area of 3,394,400 square feet or 77.9247 acres, more or less.

Saving and Excepting two (2) parcels of land containing 26,000 square feet or 0.5968 acres of land together with a 20 foot right-of-way for ingress and egress to Central Avenue.

The total area of the remaining parcel of land is 3,368,400 square feet or 77.3279 acres more or less.

Description Prepared By:

Tristan Stewart, LS
Professional Land Surveyor, Maryland License # 21306
Bowman Consulting Group, Ltd.
13461 Sunrise Valley Drive, Suite 500
Herndon, VA 20171



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: 07/06/2023

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. 20230710 - Ordinance O-8-23
 2. 20230710 - Final Bowie-Comcast Franchise Renewal Agreement 52523
 3. 20230710 - Bowie Franchise Renewal Powerpoint

**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

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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 Franchise, 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 of 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 Ardmere 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,PGFD	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 MIDDLE 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
KENNEDY SCHOOL, 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
MIDDLSCHOOL, 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 Obligor 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 Obligor named herein or the heirs, executors, administrators or successors of the Obligor.
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 Obligor 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 Obligor: _____
(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

City of Bowie, Maryland -- Comcast Franchise Renewal

April 3, 2023

Executive Summary

- Elected Leadership of the City, County and other Participating Municipalities (“PMs”) will be asked to approve a 10 year cable franchise renewal with Comcast.
- Comcast has been in “hold over” status since 2015.
 - Over the last 6 years, City has managed Comcast through enforcement of the City Code and the terms of the prior franchise and settlement agreements.
 - Delay in renewal may have worked to City’s benefit as appeal of FCC’s 2019 franchising order (the City, County & some PMs were parties in the litigation) was partially resolved in local governments’ favor. Comcast may only recover its incremental costs for in-kind obligations, not marketplace rates.
 - Proposed renewal provides City and its residents with as robust a franchise as there is in country. Preserves all existing benefits for the next 10 years and improves on others.
 - Alternative to renewal would be long and expensive administrative process that may not yield the benefits that the City will obtain in the proposed renewal

Major Deal Points at a Glance

Issue	Existing Franchise	Proposed Franchise
Franchise Fee	5% of Gross Revenue	5% of Improved/Updated Definition of Gross Revenue
Support for PEG	3% of Gross Revenue	3% of Gross Revenue including agreement that payment for C-Net operations are eligible expenses.
PEG Channel	8 County + 3 Municipal	8 County + 3 City PEG channels – including up to 2 City HD channels.
C-Net	Maintained in satisfaction of prior non-compliance	Preserved for 10 years with support from PEG funds until links are transitioned to gov't network.
Service to Gov't Buildings	Provided for free (but subject to claim for market value under FCC order.)	Comcast agrees to continue to provide existing drops and offer connections to all Participating Municipality. Reserves right to price at cost, but will negotiate that amount (which we believe to be negligible) for no less than 120 days.
Build Out	No standard and only free if 125 feet from network	Buildout wherever there are 20 homes per mile and free if within 350 feet of network.

Background

- City, County and most PMs issued 15 year cable franchise to Comcast in 1999.
- City, County and other **PMs** issued Verizon a cable franchise in 2006 (Comcast has been claiming inequitable treatment ever since).
- Negotiations have been ongoing for over 10 years (Since 2012 – discussions start 3 years prior to expiration).
- FCC issued an order in 2019 that impacts what types of services, such as connections to government buildings, that the City may require for free from Comcast.
 - City, County and a number of other PMs supported an appeal of the FCC’s 2019 order and were partially successful. Comcast may recover only its costs in providing “in-kind” franchise obligations, not the full market value of such services.
 - Comcast has not sought to recover its costs anywhere in the nation to date.

Negotiating Goals

- Seek to treat all cable operators fairly;
- Maximize consumer protection and consumer services to extent permitted by federal law, with prior settlement agreement with Comcast as leverage;
- Achieve highest possible return on use of City assets permitted by law;
- Ensure that franchise obtains comparable, if not superior, terms to other jurisdictions in the nation.

The proposed ten year franchise achieves these goals for City.

Franchise Components

Service Commitments

- Consumer Protection
- Compliance with City Rules
- PEG Channels (including HD)
- Offices and Returns
- Institutional Network
- Build Out

Financial Commitments

- Franchise fee – 5%
- PEG Support – 3%
- Non-Financial Obligations
 - Drops to Government buildings

Consumer Protection

- In addition to buildout expansion, there are call response times and other consumer protections in franchise.
 - Importance of having in franchise is that City need not look to FCC for enforcement, but can do so locally with liquidated damages and enforcement actions.
- Franchise creates near uniform reporting requirements for all cable operators so that City can analyze performance on a quarterly and annual basis.

Competitive Analysis – City will have as much regulatory and consumer protection standards as any community in America, especially given the presence of a second cable operator.

Compliance with City's Rules

- Strengthens requirements and enforcement remedies relating to Comcast's repair or removal of unused, damaged or loose cables and equipment.
- In addition to compliance with the terms of the franchise, the franchise clarifies that the police powers of the City are fully preserved and failure to comply is subject to liquidated damages.

PEG Channels

The Cable Act permits City to have its community media needs met. Some communities have also obtained carriage of PEG programming in HD. The proposed franchise:

- Preserves all 11 existing PEG channels (8 for County use and 3 for City's use); and
- Protects City's existing PEG channels, including existing HD PEG channel, and allows a second HD PEG channel.

Offices and Equipment Returns

The ability of City residents to be able to pick up and drop off equipment was identified as an important negotiation goal. The proposed franchise:

- Preserves requirement of 2 existing offices in the County.
- Captures promise of expanded Comcast presence in partner stores
- Comcast must provide prepaid mailers to customers to receive or return equipment.
- Comcast must provide free pick up and drop off in City for customers who claim mobility issues.

Competitive Analysis – Number of offices required in cable franchises is being reduced, if not eliminated, in most jurisdictions nationally. Preserving existing offices is a win. Presence of prepaid mailer obligation and free pick up for mobility challenged is a unique Prince Georges County PM benefit.

Institutional Network

The Cable Act allows communities to request (not mandate) a data network to provide services. The County/PMs (including City) have such a network. In 2018, the FCC issued an order that mandated franchising authorities would have to pay for the maintenance of the network and bear any financial obligations for construction. Across the nation Comcast has sought to escape I-Net obligations as they would prefer to sell similar services to communities.

- The proposed franchise contains a compromise that maintains the I-Net for 10 years at an agreed to cost for maintenance, but provides that maintenance is a PEG capital cost that can be paid out of the 3% PEG support payment Comcast will make. (In fact, the amount is approximately what Verizon is paying in lieu of offering an I-Net.)
- The I-Net agreement further establishes rules for management that were approved by the County-wide I-Net management team. This is the team that is overseeing the transition from the Comcast-managed I-Net to a government owned network that is newer and offers superior connection speeds and security.
- **Competitive Analysis:** Counsel is unaware of any I-Net agreement extension in the country of the size of the County-wide C-Net. In most communities (see e.g. Philadelphia, Atlanta) – Comcast has converted the I-Net to a managed service contract – not paid for out of PEG capital funds, but out of general fund.

Annual Maintenance Payments for C-NET

Year	County Wide Amount*
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

* These amounts are eligible for payment from the PEG funds.

Buildout

- Buildout references: how many homes per route mile must be served; how far from the existing network a home must be for Comcast to serve consumer for no additional cost and how long Comcast has to build the connection.
- Proposed franchise creates a standard of 20 homes/mile.* Would increase the length for a free connection from 125 feet (FCC standard) to 350 feet.
- Time for service remains the same, despite increasing service area obligation.

*Density of 20 homes/mile is a standard requirement in City Code, but now enforceable as a contract term.

Financial Commitments

Financial Commitments

Franchise fees – The Cable Act provides franchise fees shall not exceed 5 percent of such cable operator's gross revenues derived in such period from the operation of the cable system to provide cable services.

- The 5 % requirement is easy to negotiate. City has always required 5% and the proposed franchise is no exception.
- Negotiations can be complex as to what constitutes “gross revenues.”
- Negotiating team, with the assistance of forensic accountants, has negotiated as broad a definition of what is captured in gross revenues as exists anywhere in the country.

Competitive Analysis – The threat of franchise fee losses to “over the top” video programming continues.

PEG Capital Support

In addition to a franchise fee, a franchising authority may require Comcast to provide funds to underwrite the capital costs for public, educational, or governmental access facilities.

- The proposed franchise establishes a 3% threshold for PEG support for the life of the franchise. Comcast acknowledges that PEG fees are also available for I-Net maintenance payments.
- 3% is a higher PEG support payment than almost anywhere in the country, and no surrounding jurisdiction obtains more.
- Flexible use of funds is a large win for the City.
- **Caveat** – Recent FCC ruling reminded parties that PEG fees used for costs other than capital costs may be subject to offset against the franchise fee.

Non Financial Franchise Obligations

Free services to Public Building required in the existing franchise had to be addressed due to the FCC's 2019 621 Order. The proposed franchise has:

- Comcast committed to continue to provide services for free, or at an amount to be negotiated in the future, but at no time to exceed Comcast's marginal costs.
- Eliminates proximity test of 175 feet, and creates a "free" move to alternative site if less than 300 feet.
- Further, should the FCC amend its order to allow for such free services, franchise preserves the right to revert to reduced/free service.

Contact Information



Tillman Lay

Tillman.Lay@bbklaw.com

Best Best & Krieger

(202) 370-5299

Website: www.bbklaw.com



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: City Lobbyists Briefing

DATE: 07/06/2023

Representatives from Cornerstone, the City's lobbyist firm, will provide the Council with a brief summary of legislative activity from the session and suggestions on how to prepare for next year.

ATTACHMENTS: None



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Bowie Race Track Property Task Force Recommendations

DATE: 07/06/2023

Attached is the final report of the Bowie Race Track Property Task Force. The report is the culmination of ten months of work by the 23-member Task Force. Resolution R-20-22 established the Task Force to advise the City Council on future recreation opportunities on the 181-acre Race Track property, which is intended to be transferred to the City by the end of 2024. The major assignments given to the Task Force included community engagement, developing a list of desired uses and a concept plan for the activation of the Bowie Race Track Property.

Recommendation: It is recommended that City Council endorse the recreational use Concept Plan and supporting information recommended by the Bowie Race Track Property Task Force (Attachments 5, 6 and 7), with the following modifications, as explained below:

- Innovative Urban Agriculture Research Farm and Community Gardens

Task Force Recommendation: The Task Force recommends that the BSU managed urban agriculture research farm be located on the property and include community garden-like uses, managed by BSU, but that is open to public. Structures related to innovative urban agriculture would be the top priority for allocating available square footage for a structure (pending request for additional square footage).

Staff Comment: The Task Force language on the location of the BSU urban farm is not specific enough. Staff strongly recommends that the facility be located on the Stable (west) side of Race Track Road, as it needs to be in a prominent and highly visible location to provide the best chance of getting something done on the property quickly and with a wider range of funding sources. In addition, the stable side is also the most compatible use with the adjoining neighborhood, and it received the broadest and strongest support throughout the process. Staff does not agree with potentially locating the research farm and community gardens in the former grandstand area, as it would be hidden from view and would not be as conducive to community use and interaction.

Modification #1: The Urban Agriculture Research Farm and Community Gardens shall be located on the Stable (west) side of Race Track Road.

- Equestrian Theme

Task Force Recommendation: The equestrian community attended workshops and expressed their interest in the property. The Task Force recommends that the Council investigate some inclusion of equestrian history.

Staff Comment: Staff wishes to point out that there has been strong support from the equestrian community throughout the public meetings and in the community survey. Designating a location for some type of equestrian activities within the former grandstand area would be beneficial, but these activities should be contingent upon, and clearly linked to, participation from an external organization which would operate the equestrian uses, with the City's permission.

Modification #2: The list of potential uses for the former grandstand area, identified on the Recommended Concept Plan for "Flexible/Casual Uses", shall include equestrian activities among the list of acceptable uses.

It is further recommended that City Council fund the preparation of a detailed Park Master Plan in a future City budget as the next step. It is additionally recommended that the City officially request that M-NCPPC create a master plan for their adjacent Patuxent River Park property in conjunction with the preparation of the City's Park Master Plan, and request that the Commission consider ultimately taking over the river trails/activities on the Bowie Race Track property.

ATTACHMENTS:

1. 20230710 - Attachments_Redacted
2. 20230710 - BRT Recommended Concept



City of Bowie

15901 Fred Robinson Way
Bowie, Maryland 20716

ATTACHMENT 1

MEMORANDUM

TO: City Council

FROM: Robert W. Day, Sr., Chairman
Bowie Race Track Property Task Force

SUBJECT: Bowie Race Track Property Task Force
Final Recommendations

DATE: July 6, 2023

On May 16, 2022, the City Council passed Resolution R-20-22 establishing a Bowie Race Track Property Task Force. The major charge of the Task Force is to solicit public opinion and develop a concept for future recreational use of the Bowie Race Track property, in conjunction with Bowie State University. The Task Force met a total of five times, established a project webpage on the City's website, conducted a public survey and two public workshops. On June 29th, the Task Force held its final meeting and approved a recommended concept plan and guidelines for moving forward. The minutes of the first four Task Force meetings and a summary of the fifth meeting are attached for Council's information.

The Task Force's community survey was designed to find out more about what residents and other stakeholders prefer for future recreational development of the Race Track Property. The survey was open from November 14, 2022, through December 20, 2022, and 2,675 submissions were received.

On December 3, 2022, a community workshop was held. Attendees participated in an interactive "dot" activity to determine how the race track property might accommodate a variety of recreational uses. A total of 33 stakeholders attended (17 BSU students, 15 Residents and one City Councilmember).

A second community open-house workshop was held in May. Several draft alternatives for recreational uses for the property were on display and comments were received from the participants. A total of 67 participants attended the workshop, in addition to Task Force members, staff and consultants. Many excellent comments were received on the three optional concept plans developed by the Task Force's Subcommittees. In addition, 37 participants completed a short, focused survey regarding some of the details related to specific recreational uses.

All workshop displays and summaries, as well as the survey results, were posted on the project webpage. Additional written feedback from multiple Stakeholders is attached.

Recommendation

The Bowie Race Track Property Task Force recommends that City Council endorse the attached Concept Plan (Attachment 5), evaluation criteria (Attachment 6) and specific recommendations (Attachment 7).

MAYOR Timothy J. Adams

MAYOR PRO TEM Roxy Ndebumadu

COUNCIL Michael P. Estève • Henri Gardner • Jarryd Hawkins • Clinton Truesdale, Sr. • Dufour Woolfley **CITY MANAGER** Alfred D. Lott
City Hall (301) 262-6200 FAX (301) 809-2302 TDD (301) 262-5013 WEB www.cityofbowie.org

Amended
R-20-22

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
ESTABLISHING THE BOWIE RACE TRACK PROPERTY TASK FORCE

WHEREAS, pursuant to Chapter 590 of the 2020 Laws of Maryland (Racing and Community Development Act of 2020), on or before December 31, 2023, the City is expected to become the record owner of the property known as the Bowie Race Course Training Center (the "Bowie Race Track Property"), which includes approximately 180.844 acres consisting of all of the land located at 8311 Race Track Road, 8406 Race Track Road, 8408 Race Track Road, 8410 Race Track Road, Bowie, Maryland, 20715; and

WHEREAS, as required by Chapter 590, the City and Bowie State University have agreed, through a Joint Use Agreement dated December 8, 2020, to cooperate in the planning for the development of future recreational uses on the property; and

WHEREAS, City and Bowie State University representatives mutually recommend the formation of a citizen task force, which would greatly assist in preliminary development planning and facilitating community input and dialogue concerning possible future uses, activities and events intended for the Bowie Race Track Property; and

WHEREAS, the City Council desires the input and recommendations of a citizen Task Force as part of its long-term, inclusive planning process for recreational development of the Bowie Race Track property; and

WHEREAS, the recommended composition of the Task Force should include an executive steering committee to provide ongoing oversight, as well as representatives from area Homeowners Associations, City Committees and Bowie State University students, faculty and organizations; and

WHEREAS, a clear definition of the Task Force's charge and estimated timeline will provide essential guidance and establish expectations for the group's anticipated performance and outcomes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, that there is hereby established a Bowie Race Track Property Task Force, which shall be comprised of the following:

Executive Steering Committee – Representatives of the City and Bowie State University, ~~and a staff member of The Maryland-National Capital Park and Planning Commission (M-NCPPC), and representatives from each of the subcommittees.~~

Bowie Community Engagement Subcommittee - Representatives from up to three homeowners/community associations in the vicinity of the property, as well as representatives from up to three city-wide community groups.

City Committees Subcommittee – A total of six representatives from the Community Recreation Committee, Environmental Advisory Committee and Green Team Executive Committee.

Bowie State University Subcommittee – A total of six representatives consisting of BSU students, faculty and/or staff, as appointed by the President of the University.

<u>Underlining</u>	:	Indicates matter added to existing resolution.
Strike-out	:	Indicates matter deleted from existing resolution.

AND, BE IT FURTHER RESOLVED, that the Bowie Race Track Property Task Force shall have the following specific charge:

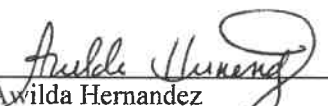
- Review the results of the environmental investigation of the site.
- Develop a list of desired uses and their associated space needs by each entity.
- Develop a concept plan for the activation of the Bowie Race Track property, including programmatic elements, timeline for improvements and cost of improvements. As part of the concept plan, develop a prioritized list of desired uses and their associated space needs.
- Determine methodology for renewed community engagement efforts and serve as the central forum for community engagement and public input into the process.

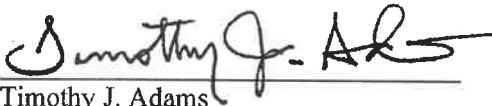
AND, BE IT FINALLY RESOLVED, that the Bowie Race Track Property Task Force shall complete its work generally over a 10 month period, as depicted on the Proposed Timeline contained in the attached Steering Committee Charge document (Exhibit A), with a final report submitted to the City Council by no later than July 1, 2023.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a Regular Meeting on May 16, 2022.

ATTEST:

THE CITY OF BOWIE, MARYLAND


Ayilda Hernandez
City Clerk


Timothy J. Adams
Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Resolution R-20-22, As Amended - Establishing the Bowie Race Track Property Task Force

DATE: 06/02/2022

Resolution R-20-22 was reviewed by City Council at the May 16, 2022 meeting, and the Council unanimously approved a motion to approve the draft Resolution. However, during discussion, several Councilmembers expressed a desire that the Resolution specifically state that the Executive Steering Committee include representatives from each of the subcommittees identified in the Resolution. Unfortunately, the motion approved by City Council did not include the additional language. Staff has revised the Resolution to address the intent expressed by Councilmembers, by adding "and representatives from each of the subcommittees" to the Executive Steering Committee section of the Resolution.

Recommendation

It is recommended that City Council approve Resolution R-20-22, As Amended.

ATTACHMENTS:

1. 20220606 - Resolution R-20-22
2. Exhibit A

EXHIBIT A to R-20-22
Bowie Race Track Property
Steering Committee Charge

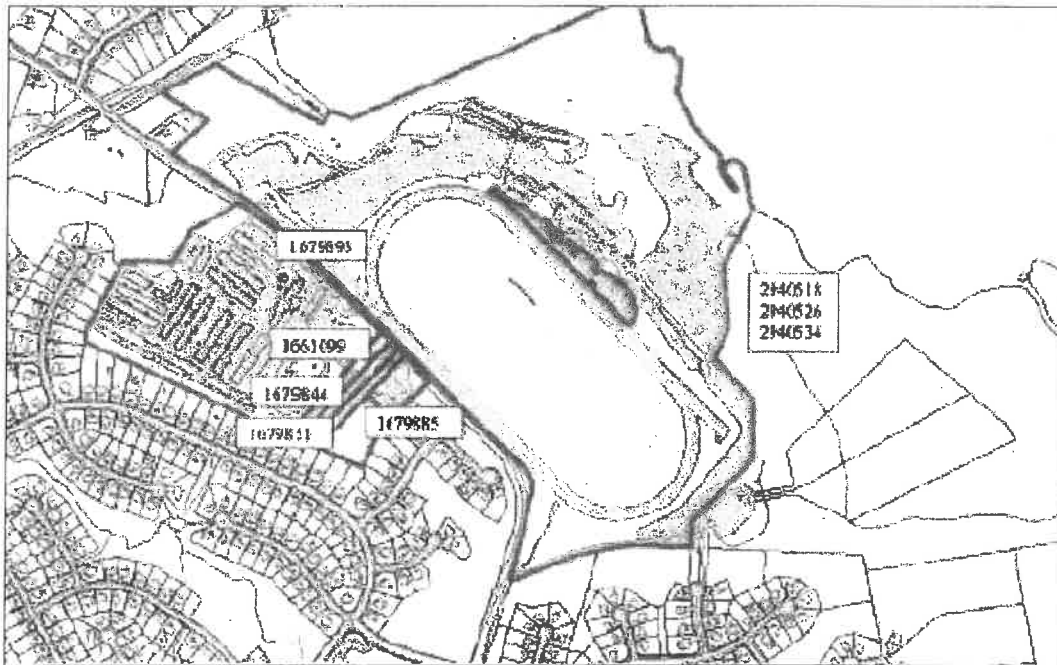
Overview

On or before December 2023, the City of Bowie ("the City") is anticipated to take ownership of the Bowie Race Track property – a 180-acre parcel of land that previously was utilized as a horse racing facility. As part of the state legislation authorizing the transfer of the land, the City and Bowie State University ("BSU") have entered into a Joint Use Agreement, outlining the desired uses of the property, improvements to the property and a high-level process for the City and BSU to work together on activation of the site. The Joint Use Agreement was executed in December 2020.

In order to begin the planning process, a steering committee made up of individuals jointly appointed by the City and BSU has been established. The purpose of this document is to establish a charge for the Steering Committee that will provide advice, feedback and guidance on the planning efforts to reuse the Bowie Race Track Property. The result of this steering committee will prepare the materials and feedback needed to execute a vision for the racetrack property that will become an amenity for both the City of Bowie and Bowie State University.

Map

A map of the Bowie Race Track property, the bounds of which makes up the geographic area of focus for the Steering Committee, is provided below.



Bowie Race Track Property

Steering Committee Charge

The Steering Committee, charged via resolution by the City of Bowie City Council, will include representatives from the City and BSU who will collaborate on planning efforts for the Race Track property. Specifically, the Steering Committee will:

- Review results of the environmental investigation of the site.
- Develop a list of desired uses and their associated space needs by each entity.
- Develop a concept plan for the activation of the Bowie Race Track property, including programmatic elements, timeline for improvements and cost of improvements. As part of the concept plan, develop a prioritized list of desired uses and their associated space needs.
- Determine methodology for renewed community engagement efforts and serve as the central forum for community engagement and public input into the process.

Structure & Committee Make Up

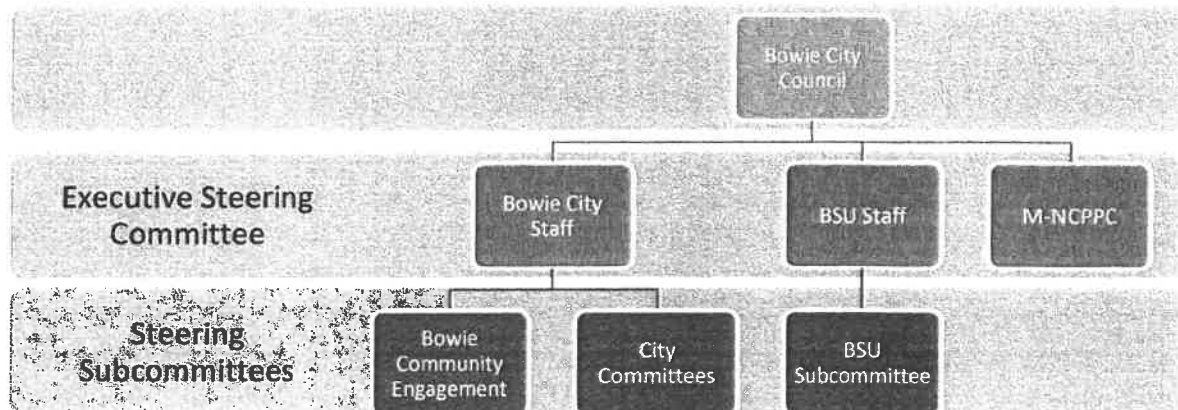
The Steering Committee will be governed by an Executive Committee that is overseen by the City Council. The Executive Committee will lead the effort in the actions and milestones necessary to fulfill the charge of this group. In order to maximize involvement in this process, the Executive Committee will also delegate tasks to a series of subcommittees to support specific actions.

The Executive Committee will be made up of representatives from the following groups:

- The City of Bowie - City Council
- The City of Bowie – Staff
- Bowie State University – Staff
- Maryland-National Capital Park & Planning Commission
- Subconsultants to either entity as directed by the City or BSU

To engage further with Bowie residents and BSU students/faculty, a series of subcommittees will be formed who will operate under and report to the Executive Committee. Three initial subcommittees have been identified; the number of subcommittees may change in the future to best meet the charge and goals of the Steering Committee.

- **Bowie Community Engagement Subcommittee** - Representatives from up to three (3) homeowners/community associations in the vicinity of the property, as well as representatives from up to three (3) city-wide community groups.
- **City Committees Subcommittee** – A total of six (6) representatives from the Community Recreation Committee, environmental Advisory Committee and Green Team.
- **Bowie State University Subcommittee** – A total of six (6) representatives consisting of BSU students, faculty and/or staff, as appointed by the President of the University.



Steering Committee Structure

Proposed Timeline

Due to the preliminary nature of this Charge, the team has begun to pull together a timeline with milestones being the key measure of the progress being made. Overtime, durations and dates will be associated with this timeline, but currently the group is tracking through milestones only and estimated beginning and completion.

Milestones	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Approve funding for predevelopment activities on the race track property to the City of Bowie's FY23 budget	X									
Complete environmental testing on the site		X	X	X	X	X	X			
Develop a remediation plan and cost estimate for the site								X	X	X
Create a joint, prioritized list of desired uses with their associated space needs	X	X	X							
Identify potential funding mechanisms for improvements from sources such as the State, the County, M-NCPPC, research grants, etc		X	X	X	X	X	X	X	X	X
Determine any additional partners to the effort and				X	X					

incorporate those individuals into the Steering Committee or subcommittee, as appropriate.										
Determine methodology for renewed community engagement effort.	X	X	X							
Begin renewed community outreach on the site.			X	X	X	X				
Develop concept plan for site improvements.						X	X	X	X	X

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Minutes Approved - October 27, 2022

Bowie Race Track Property Task Force Kick-Off Meeting

Bowie Racetrack Property Task Force Meeting #1

Date: 09/29/2022

Location: Bowie State University Student Center Ballroom

Attendees: Charles McIntosh, Rhonda Billingslea, Rick Cormier, Robert W. Day, Sr., Shereta Clark, Clyde Doughty, Derrick Coley, Dr. George Ude, LTC. Kareem Fernandez, Maryam Hamza, Patricia Taylor, Abigail Snyder, Karin Taschenberger, Karl Stehmer, Linda Bailey, Michael Laguna, Michelle Balfe, Councilmember Ingrid Harrison, Darryl Williford, Karen Johnson-Shaheed, Mayor Tim Adams and Sonja Ewing (for Tanya Hedgepeth)

Excused: Clint Truesdale

Activities Occurred

3:45pm – Full Task Force Arrived to BSU

4:10pm – Site Tour hosted by Stronach Group, Mark Thompson

5:00pm – Dinner was held in BSU's Student Union Ballroom

6:00pm – Photographs were taken by BSU's official photographer

6:20pm – Meeting called to order by Joe Meinert

Agenda

1.) Welcome/ Introductions

City of Bowie, Mayor Tim Adams thanked BSU for the warm and hospitable welcome. He acknowledged this kick-off as a proud moment for the City and the University. He congratulated Dr. Breaux on her work so far both the community and the University. Dr. Aminta H. Breaux, Bowie State University, President, advised she was thrilled to be able to host this monumental occasion. She thanked Mayor Adams for his leadership and the rest of the Task Force for volunteering for this endeavor.

Joe Meinert, Director of Planning and Sustainability with the City of Bowie also welcomed and introduced each member on the task force team.

2.) Task Force Organization, Charge and Timeline (Joe Meinert)

- Joe introduced the Council Resolution R-20-22. He advised that the Task Force will be operating under City rules and regulations for a City Committee. A quorum for this committee would be 12 members. Joe Meinert advised that, based upon Council Resolution R-20-22, the Task Force Charge is as follows:

Task Force Charge:

- Review the results of the environmental investigation of the site.
- Develop a list of desired uses and their associated space needs by each entity.
- Develop a concept plan for the activation of the Bowie Race Track property, including programmatic elements, timeline for improvements and cost of improvements. As part of the concept plan, develop a prioritized list of desired uses and their associated space needs.

- Determine methodology for renewed community engagement efforts and serve as the central forum for community engagement and public input into the process.

Joe Meinert introduced the Task Force Subcommittees and Members and explained the make-up of the Task Force.

- **BSU Subcommittee:** six representatives (student, faculty, administration)
- **City Committees Subcommittee:** six representatives
- **Community Engagement Subcommittee:** three nearby HOA representatives + three citywide representatives
- **Executive Steering Committee:** two City + two BSU + one M- NCPPC representative +one each from three subcommittees

3. Update on Site Conditions

The City is currently awaiting permission to access the property from the Stronach Group for their consultants to conduct an environmental assessment. After approval, it is expected to be completed within 90 days. The findings of this assessment will ultimately determine what uses are permissible at the site.

4. Potential Uses of Property

The portion of the transferred property that is within 100 feet of the top of the Patuxent Riverbank must be used for passive recreational activities, such as fishing, hiking, wildlife viewing, picnicking, and walking, as well as the remainder. Only active recreational activities are permitted on the property. The group also discussed that there can only be one structure up to 50,000 square feet of floor plate, per the Legislation. Jordann Montoya, of Margrave Strategies advised that this language should be considered, but it could be amended if necessary, during the planning of this project.

Initial ideas from the public input from January 2020 community meeting, city recreation staff, and BSU was discussed and can be found in the meeting slide deck.

5. Public Engagement Approach (Jim Klein)

Jim Klein, advised that there are several ways to approach a project like this, when it comes to Community Engagement: Approach Options include:

- Task Force – Which we have developed.
- Implementation of Questionnaire- A Task Force member suggested adding language to broaden the reach of the questionnaire.
- Planning Workshop- It was suggested that both methods described by Mr. Klein be included in a single planning workshop/session, and the sessions could be done in different ways and on different days to ensure the most community members are reached.
- Feedback/ Concerns
- It was suggested that both methods should be utilized, beginning with the questionnaire to lead into the workshop/ charette. *(2 phases of metrics to get the process done)*
 - **Parking:** Parking should be remembered in all applications to site during the schematic studies with the different user groups.

- Traffic: Speed is an issue in that area, something to be think about

6. Next Steps:

- Joe Meinert advised that a review questionnaire will be sent out in a few weeks to ensure the team is prepared for the next meeting. He requested that the Task Force spread the word about the questionnaire and public meeting (talking points and flyer with QR code will be sent by email). He also requested that the Task Force come prepared with thoughts about decision criteria to next meeting.

7. Nominations:

Subcommittee Chair

Joe Meinert requested that each subcommittee elect a member to chair their subgroup. The following Task Force members were selected to represent each group as chair:

City of Bowie Subcommittee Lead - ***Mike Laguna***

BSU Subcommittee Lead - ***Clyde Doughty***

Community Engagement Subcommittee Lead - ***Shereta Clarke***

Committee Chair/ Vice-Chair Elections

Joe Meinert advised that there will need to be a Task Force member elected as the Chair and Vice Chair of the Task Force:

Chairperson:

Shereta Clark nominated Robert Day.

Karen Johnson-Shaheed nominated Derrick Coley.

Derrick Coley rescinded his nomination. ***Robert Day was the only candidate officially nominated for Chairperson. Elected by unanimous vote, he will serve as Chairperson upon City Council ratification.***

Vice Chairperson:

Karen Johnson-Shaheed nominated Derrick Coley for Vice Chairperson.

Karin Taschenberger was nominated by Michelle Balfe.

Derrick Coley received majority of votes (15-7) and will serve as Vice Chairperson. The position of Vice Chairperson does not require City Council ratification.

8. Next Meetings

- **Meetings:** Meetings dates have been circulated and were included within the presentation.. Thursday evenings appear to work best for the group. However, in-person/ virtual decision need to be made. A doodle poll will be coordinated to determine the best time. A one-week notice will have to be announced as each should meeting is public and open
 - **Next Meeting is scheduled for:** October 27, 2022

Minutes taken by Jordann Montoya and Tylen Perpall, Margrave Strategies

Minutes

Bowie Race Track Property Task Force, Meeting #2

Kenhill Center, Multi-Purpose Room

October 27, 2022

6:30 p.m.

- I. Call to Order -- 6:34pm. Chairman Robert W. Day, Sr. called the meeting to order. All Task Force members were present except Mayor Tim Adams and Councilmember Ingrid Harrison, who were excused.
- II. Approval of Minutes of September 29, 2022 – Chair Robert W. Day, Sr asked for a volunteer to take minutes at future meetings. Chair Day asked each of the Subcommittees to take notes independently for use in preparation of meeting minutes. Karin Taschenberger moved approval of the September 29th minutes, as written. Mr. Karl Stehmer seconded, and the motion passed unanimously.
- III. Discuss/finalize criteria for making decisions about Proposed Uses for the site (Jim Klein)
 - Jim Klein made a few track changes to be more comprehensive of both BSU and City needs, as well as enhanced environmental conditions and property management.
 - Motion to approve – Abby Snyder; Charles McIntosh second. Approved Unanimously.
- IV. Discuss/finalize comments on proposed questionnaire (Jim Klein)
 - Jim Klein made track changes to shorten the introduction before the questionnaire.
 - This is to characterize who will use the property, the weight of the answers will be determined later.
 - Question 1 – Changing to “Do you attend or work at Bowie State?” And then make a second, separate question for “Where do you live?”
 - I live in Bowie in a neighborhood adjacent.
 - I live in Bowie but not in a neighborhood adjacent.
 - I attend Bowie State and reside on campus.
 - I live outside of Bowie but do not attend or work at Bowie State.
 - Question 5 – Text from up front with General Assembly language was moved to give parameters and context to this question. Remove “indoor swimming pool” and “splash park,” and add “outdoor classroom.”
 - Question 6 – Removed “for BSU” regarding environmental options in the responses and changed it to “students.”

2

- The questionnaire will be open two weeks before the public meeting and two weeks after (11/19-12/20). Outreach will be done if certain niche groups are not responding.
- Motion to approve – Michelle Balfe; Karen Johnson-Shaheed second. Approved Unanimously.

V. Discussion about upcoming Community Meeting #1 (Jim Klein)

- December 3rd at BSU – 9am-12pm
- Task force members should plan to attend and help facilitate.
- Will set it up as a registration format – so as to not exceed 100 people.
- Virtual workshop would be the week after.
 - Week of 11/7 – save the date
 - 11/14 – questionnaire posted with QR code
 - 11/21 publicity for meeting
 - 11/28 – reminder emails/social media
 - 12/3 – actual workshop
- Una will work with BSU to create a draft press release. Could make a short video, will go to HOAs, City Committees, SGA, etc.
 - Raised concerns around publicity the week of Thanksgiving.
 - Also, the 7th is coming up rather quickly for Save the Date
- Minimum age? Could use as community service hours for 16 & 17 year-olds

VI. Initial discussion of proposed uses for the site

- Focus on where we can share the same usage on both sides.
- Logistics:
 - 180.84 acre property
 - River Bank – must be 100 ft of buffer for passive recreation
 - 50,000 square feet in floor area for structure
 - Things like pavilions will not be classified as structures.
 - ROTC ropes course – less than 4 acres – outside obstacle course.
- Potentially reuse the indoor walking track that was used for horses as a walking space with history of race track.
- Greenhouses, community gardening plots, continue WB&A trail to have the landing spot be the race track, space for composting, research space for teaching, botanical garden.
- Include native plants
- Partnerships between community and university through community garden.

3

- Build the structure sustainably – like CBF building – to model for the community.
- Soccer fields, basketball courts, football fields, etc.
- Richard T. Collins ROTC Course
- Passive land – kayak launch, rentals, etc. Boardwalk-type structure? Maintain habitat in this area, and work with DNR to get a forest management plan for this parcel (only needs to be 5 continuous acres).
- Adaptable sports fields – have to be turf.
- Space for “flea market” – larger events that don’t really fit at allen pond anymore.
- Keep the covered bridge!
- Need to consider parking – permeable surfaces as opposed to asphalt
- Restrooms, storage buildings
- Picnic facilities, covered
- Tribute to history of the site
- Athletic running track
- Ampitheatre/event space
- Indoor space for fitness classes

The Task Force discussed potential funding. Ms. Sonja Ewing, the Maryland-National Capital Park and Planning Commission representative, advised that a County Planning Board briefing should be included in the overall timeline. Ms. Ewing quoted from a list of County recreation needs resulting from a recent assessment. She directed the Task Force to the Youtube recording of the Blue Ribbon Work Group which is investigating future Countywide recreation options and potential organizational changes to County government agencies providing recreation services. (The Blue Ribbon Work Group website is: bit.ly/PGCRecreationWorkGroup).

VII. Any other business

- Creating a space for our group to share ideas and thoughts (like a google drive). The Planning Department agreed to provide a format for this communication.

VIII. Next meeting date – The next Task Force meeting is scheduled for February 23, 2023.

The meeting adjourned at approximately 8:40 p.m. (Minutes prepared by Jordann Montoya, Tylen Perpall, Jim Klein, Joe Meinert and Abby Snyder.)

Bowie Race Track Property Task Force Meeting #3
Kenhill Center, Multi-Purpose Room
February 23, 2023 | 6:30 p.m.

Attendance: Charles McIntosh, Rhonda Billingslea, Rick Cormier, Robert Day, Shereta Clark, Derick Coley, Dr. George Ude, Tylen Perpall, Abby Snyder, Karin Taschenberger, Linda Bailey, Mike Lagua, Michelle Balfe, Darryl Williford, Mayor Tim Adams, Tanya Hedgepeth, Dan Mears, Jim Klein, Joe Meinert, Jordann Montoya, Sally Hein

Call to order: 6:36pm

Chair Robert Day Sr. announced that new Councilman Clinton Truesdale, Sr. will serve as the new City Council liaison on the Task Force, leaving a vacancy on the Community Engagement Subcommittee. Additionally, he thanked Tanya Hedgepeth from M-NCPPC for her Parks and Planning Presentation.

Review of Results of Questionnaire and Community Meeting #1:

Jim Klein provided an overview and review of the results of the Race Track Questionnaire and the Community Meeting held in December (powerpoint presentation and raw results were provided to members in the meeting materials). The Questionnaire had 2,675 responses and the Community Meeting had 32 individuals in attendance.

Linda Bailey inquired about how many residents there are in the City and expressed concern about the number that attended the workshop. The Mayor shared that there are 58,000 residents, and it was shared that there will be another workshop held in May.

Jim Klein then shared some items that should be considered during further discussions of planning. These include the number of access points to the property from Race Track Road and whether they should be continuous through the entire site, what a “complete streets” plan might look like for this area—including a median, turn lanes, bike lanes, sidewalk, street buffer, etc., and which defining characteristics of the property should be maintained. He provided two proposed layout plans for Task Force members to begin considering as options, and reminded the Task Force to be mindful of public outreach prioritizations, countywide recreation demand, Bowie State University’s (BSU) facility needs, and other needs for the City (considering what’s available in North vs South Bowie).

Linda Bailey suggested that we need to clarify what “urban agriculture” actually means, and whether it is strictly for BSU or open to the community/schools/etc. Jordann Montoya expressed that at this point we’re focusing more on “big picture” than specific definitions, but the intent is for collaboration with the City. Chair Day agreed and continued on that only a few pieces of this plan will be for one community or the other—much is intended to be shared. Dr. George Ude echoed the sentiment and said that he can foresee high school students/classes using the greenhouse space proposed. Jim Klein shared that from his experience, the most important thing we can do with a proposed urban farm is have one anchor be the University and the other anchor be the community.

Jim Klein then proposed a series of additional considerations related to design, environmental strategy, and community performance.

Abby Snyder asked if who will be the party responsible for staffing/maintenance/etc. has been discussed. Chair Day shared that these pieces have not been discussed. Jordann Montoya piggy-backed on that question, inquiring about whether this is something our Task Force will be responsible for, and Chair Day clarified that our charge is more conceptual. Joe Meinert echoed this and shared that the MOA currently says that the City will operate any fields on the property, but this was just a suggestion and can be altered as needed.

Chair Day opened the floor for discussion on general areas and allocations. He detailed that as we conceptualize, we need to be mindful of current infrastructure surrounding the property. A key point made was the East Saddlebrook community directly behind the stable area, and the need to be respectful of light and noise pollution. Linda Bailey suggested that we could begin the discussion by making exemptions of what we do not want in certain areas, to Chair Day's point. Abby Snyder suggested that we use Jim Klein's proposed plans 1 & 2 as a discussion start. Linda Bailey replied that moving forward this way might be jumping the gun. Chair Day expressed that we do have the ability to propose more than one plan, perhaps a "dream big" plan and a more realistic one. Joe Meinert suggested that each subcommittee go through the slides created by Jim Klein with pieces to consider before our next committee meeting.

Subcommittees were charged with going through the provided questions and consider making a subcommittee layout plan proposal.

Draft Vision and Goals:

Mike Lagua suggested that as each subcommittee begins establishing its plan, consider using the data from the questionnaire and the workshop as an objective source to justify the plans made.

Jordann Montoya reminded everyone that we are creating a space that can evolve overtime, and that the questionnaire and workshop are only a snapshot of the demographic.

Linda Bailey requested that individuals who would like to advocate for a certain piece to be included in the plan provide further details and justification of why they could be useful in the Google group.

Chair Day expressed that he enjoyed seeing the group at the workshop use a "collective mind" to make plans. He requested that as we begin to dive deeper into the planning process, we have a check-in with the subcommittees in one month so that conversations can continue ahead of the next formal meeting in April.

Subcommittees were charged with providing results of their discussions and proposed plans in the Google Group for comment by March 24th. Subcommittee Chairs will report during the Steering Committee meeting the following week to synthesize the information.

Joe Meinert expressed that at our April 27th meeting, we must make real progress on the site plan.

Abby Snyder asked if we were any closer to the environmental impact study. Joe Meinert shared that we should just move forward with planning as if everything is fine and all parcels of land are viable.

Tanya Hedgepeth provided some perspective on the results of both the questionnaire and the workshop, saying that based on her experience the data we received is viable.

Linda Bailey expressed interest in taking the workshops “to the people” at the community center, senior center, high schools, etc.

Approval of Minutes: Motion to Approve – Abby Snyder; 2nd – Charles McIntosh; Vote – unanimous

Election of Secretary: Motion to Elect Abby Snyder – Mike Laguna; 2nd – Michelle Balfe; Vote – unanimous

Updates and reminders about meetings will follow adjournment. April 27th meeting might be moved to April 20th. If moved, the next Community Workshop will be held on May 6th. If not moved, the next Community Workshop will be held on May 13th. The workshop will be at Kenhill Centre.

Motion to Adjourn – Abby Snyder; 2nd – Linda Bailey; Vote Unanimous. The meeting adjourned at approximately 8:40 p.m.

**Bowie Race Track Property Task Force Meeting #4 Minutes
Student Center Ballroom - Bowie State University
April 20, 2023 | 6:30pm**

Attendance: Jim Klein, Robert Day Sr., Derrick Coley, Dan Mears, Jarryd Hawkins, Sally Hein, Karin Taschenberger, Mike Lagua, Charles McIntosh, Darryl Williford, Karen Johnson-Shaheed, Tanya Hedgepeth, Clyde Doughty, Patricia Taylor, LTC. Kareem Fernandez, Rick Cormier, Jordann Montoya, Tylen Perpall, Dr. George Ude, Shereta Clark, Rhonda Billingslea

Call to Order: 6:40pm

Motion for Approval of Minutes from February 23rd meeting- Clyde Doughty; 2nd – Karin Taschenberger. Unanimously Approved.

Presentation of Proposals:

- Community Engagement Subcommittee – Charles McIntosh walked the group through the drafted map from the Subcommittee. This group's plan proposes the removal of one of the potential entrances across from the neighborhood to prevent accidents. No activities planned for the "50k building," left to be decided amongst the group. Robert Day commented that the group tried to leave a lot of open space for moving pieces. Wanted to separate high noise/traffic type of events from being right next to the community.
- City Committees Subcommittee – Mike Lagua walked the group through the drafted map from the Subcommittee. He explained that the group tried to think more abstractly without nailing down specific uses for each area.
- Bowie State University Subcommittee – Jordann Montoya walked the group through the drafted map from the Subcommittee. Abby asked members of the Community Engagement Subcommittee their thoughts on the proposed courts on the stable side of the property. This group agreed that they do have some concern about noise that would come from the the proposed hard surface courts on the west side closest to the neighborhoods. Jordann further explained that the group took this into consideration and included a tree buffer line. An additional point was made that the full density of this plan might be more than was intended from survey responses.

Preparation for May Public Mtg:

- Jim Klein explained to the Task Force that the upcoming public meeting will be open house format, where people can come in and make comments throughout the three-

hour time slot. The three proposed plans will be summarized; questionnaire results and initial public meeting results will be available; and county data will be presented as well.

- Chair Robert Day asked the group how they would like to present all 3 options to the community.
 - Shereta Clark expressed interest in showing the community all 3 plans, so that they can see a plethora of options.
 - Abby Snyder asked if we could do something interactive, where people in attendance can put dots showing what pieces of each presentation they like and don't like, similar to the first community workshop.
 - Sally Hein made the point that showing all 3 plans is great, but BSU's is more effective because it's professionally done. She fielded a question to the group to see if someone could take each of them and make them look professional.
 - Jordann agreed that the BSU Consultant team could convert other two to match the same format.
 - Tanya Hedgepeth pointed out that we have not yet had an opportunity to explain to the survey results to the community. She shared the importance of ensuring that we provide these details to those who attend the open house.

Clyde Doughty made a motion to present all three plans at the community meeting after BSU team updates the presentations. Charles McIntosh 2nded the motion. It was unanimously approved.

Subcommittees are required to send finalized plans to consultants by the 28th. (NOTE: After the meeting this was changed to COB on Wednesday, April 26th). Finalized presentations will be sent back by May 5th.

Jim Klein noted that there were common things on all 3 maps and task force members should start thinking about what some of those principles are in similarities and differences.

After the open house, Jim will take the data collected and come up with recommendations for the City Council. This will be prepared ahead of the Task Force's June meeting so that we can have a consensus on our presentation to council ahead of the July 10th meeting.

Joe Meinert introduced Jarryd Hawkins, the new City Council representative on the Task Force. Additionally, he discussed the new legislation that passed in the MD General Assembly. The extended timeline of the transfer of the property that was included in this bill pushes back the City's date of taking over to December 31, 2024. Some funds were allocated for the environmental study. The hope is that the MD Stadium Authority can assist with this money to get the study done.

Una will be publicizing the workshop for the City. BSU has not put anything out yet about the event as of 4/20/23.

Clyde made a motion to adjourn, Karin 2nd the motion. Unanimously approved. – 7:47pm

Meeting Notes
Bowie Race Track Property Task Force Meeting #5
Kenhill Center Multi-Purpose Room
June 29, 2023

Excused Absences: Dr. Ude, Darryl Williford, Karen Johnson Shaheed

Attendance: Jim Klein, Joe Meinert, Dan Mears, Sally Hein, Councilman Jarryd Hawkins, Robert Day, Derrick Coley, Abby Snyder, Karl Stehmer, Karin Taschenberger, Michelle Balfe, Mike Laguna, Jordann Montoya, Tanya Hedgepeth, Patricia Taylor, Clyde Doughty, Charles McIntosh, Rick Cormier, Linda Bailey, Shereta Clark

Late: Rhonda Billingslea

I. Call to Order – 6:33pm

II. Approval of Minutes – April 20, 2023

- Karl Stehmer moves, Charles McIntosh 2nd - unanimous

III. Results of the May 13th Public Open House Workshop (Jim Klein)

- Roughly 60 people attended the May 13th open house event. Notes were tabulated and used to help craft the “common denominator plan.”
- Top community preferences include: well connected trail, conservation of natural resources, picnic areas, outdoor learning, year-round restrooms, equestrian facilities, large rectangular fields, and agricultural facilities.
- Several folks expressed concerns over Race Track Road accessibility. This will be handled during the master plan phase of the project. Most focus was on the “curve” as you approach the Race Track.
- Equestrian use was quite highlighted by the public throughout the meetings/workshops. In the draft concept plan, Jim Klein discussed incorporating continued equestrian use outside of the scope of a museum.

IV. Discussion of the Common Denominator Concept Plan and how it meets the criteria established by the Task Force

- Common denominator plan includes maintaining the track, ensuring that sports noise would not interfere with the neighborhood, and incorporating BSU needs, all while maintaining conservation space. This reflects the comments made at the May 13th workshop.
 - “Managed access” along the back of the race track means that the area could be used during events to help with the flow of traffic, for maintenance, and in the event that emergency vehicles need to pass through.
 - The “Equestrian Demonstration Farm” will be allocated but will not be provided by the City or BSU. If a group can come forward to finance and maintain it, this area could be used.
 - Jordann suggested that this area is in complete disrepair and could take away from the integrity of the area. Jim reassured that after the Environmental Impact Assessment, there will be “clean up” phases of the project – this would likely be a part that is included in this phase.

- Robert expressed concern with the proximity to the Patuxent River with manure runoff. Jim explained that this is why it is a “demonstration” area, rather than an actual horse farm.
- Mike mentioned that we might in fact need a bigger buffer to comply with EPA standards, though this is further down the line. What does “demonstration” mean?
- Reuse small stables to store horses; a place to store trailers; fenced in paddock areas. Just need to be sure that it is a “model” horse farm (best management practices incorporated).
- Plan includes inclusion of sports fields – the locations of each field within the allocated spaces can be altered, just a mock up.
 - Including a cricket field became a controversial topic because we are unsure of the need. This is part of the reason as to why the space is left unlabeled at this time.
 - Mike asked who would make the decision down the road with the open plan? Joe explained that the Council will fund a master planner who will program the use of the property in greater detail.
 - Karin proposed that we change the “court sports and rectangular fields” section to also “field sports” so that there’s room for adjustments even further. Leave it up to the master planners to decide. Bullet points will be added to the presentation that detail what KIND of fields could be included in this space.
- Karl reminded the group that we’re just giving a proposal to the Council, they don’t have to accept every piece.
- Tanya asked if there was any plan for concessions on the property? Bowie plan showed concessions on the side of the clubhouse. Others, including the combined plan did not. Additionally, bathrooms need to be added before the presentation to Council.

V. Outstanding questions needed to be tackled by the Task Force – ACTION ITEMS

1. Vehicular Circulation – Clyde moved, Abby 2nd, unanimous YES

The Task Force recommends that the vehicular circulation on the race track side of the property be formed using two entrances as shown on the concept plan, with a connecting but managed and controlled paved route between the two entrance drives and managed similar to Allen Pond Park.

2. Race Track Road – Karl moved, Karin 2nd, unanimous YES with task force modification of controlling the speed on the road and request for speed camera

The Task Force recommends that Race Track Road be designed and reconstructed as a complete street cross section to include a through travel lane in each direction, a center landscaped median turn lane dedication for entrances to the Race Track Property, pedestrian and bicycle facilities on both sides of the road as recommended in the Bowie Trails Master Plan (as the Bowie Byway), and a focus on controlled speed with the request for a speed camera.

3. Patuxent River Trail – Karl moved, Mike 2nd, unanimous YES

The Task Force recommends that the planned Patuxent River trail be designed through the Race Track property as a paved multi-use, facility and incorporated into the pedestrian circulation system.

The trail should be designed to accommodate all ages and abilities with a parallel natural surface trail closer to the Patuxent River, but out of the floodprone areas.

4. Allowable 50,000 SF Structure –Karin moved, Shereta 2nd, unanimous **Yes with task force modification of BSU and the City pursue expansion of limit for structures; add #4 additional necessary structures to accommodate storage, restrooms, and to support recreational use.**

The Task Force recommends that BSU and the City pursue expansion of limit for structures. The expansion request or clarification includes:

- 1) *Adaptive re-use or reconstruction (on the same footprint) of the trackside stalls (at the railroad spur) and the covered riding rink (on the Stable side) to highlight some of the character defining features of the former Race Track use*
 - 2) *Any greenhouse related facilities in support of the BSU Urban Farm Research complex*
 - 3) *Up to 50,000 SF footprint of a “clubhouse” building (to include potential for indoor recreation, maintenance and management facilities for the property, and flexible meeting rooms for community and BSU use)*
 - 4) *Necessary structures to accommodate storage, restrooms, and to support recreational use.*
5. Innovative Urban Agriculture Research Farm and Community Gardens –Karin moved, Michelle 2nd, unanimous **Yes with task force modification to “community garden-like uses” and remove “the Stable side of”**

The Task Force recommends that the BSU managed urban agriculture research farm be located on the property and include a community garden-like uses, managed by BSU, but that is open to public. Structures related to innovative urban agriculture would be the top priority for allocating available square footage for a structure (pending request for additional square footage).
6. BSU ROTC Course –Abby moved, Clyde 2nd, unanimous **Yes with task force modification to rewrite as “The Task Force recommends that the BSU controlled ROTC ropes/obstacle course be located on the property, most ideally north of the track, but out of the Horse Pen Run floodplain.”**

The Task Force recommends that the BSU controlled ROTC ropes/obstacle course be located on the property, most ideally north of the track, but out of the Horse Pen Run floodplain.

7. Equestrian Theme – Clyde moved, Charles 2nd, unanimous **Yes with Task Force modification to rewrite as “The equestrian community attended workshops and expressed their interest in the property. The Task Force recommends that the Council investigate some inclusion of equestrian history.”** (Additionally, change “Equestrian Demonstration Farm” on the map to “Flexible/Casual Recreational Use”)

The equestrian community attended workshops and expressed their interest in the property. The Task Force recommends that the Council investigate some inclusion of equestrian history.

8. Community Preservation – Karl moved, Clyde 2nd, unanimous **YES** “The Task Force recommends that the Council continues to utilize the evaluation criteria throughout their planning and decision-making processes.”

The Task Force recommends that the Council continues to utilize the evaluation criteria throughout their planning and decision-making processes.

- VI. Approach to the City Council Public Hearing – July 10th
 - Robert asks that as many people from the Task Force attend the Council meeting to show united support for the proposal.
- VII. Adjourn – Abby moved, Clyde 2nd, unanimous 8:43pm

AGENDA
Bowie Race Track Property Task Force
Meeting #5
Kenhill Center Multi-Purpose Room
2614 Kenhill Drive
June 29, 2023
6:30 p.m.

- I. Call to Order
- II. Approval of Minutes – April 20, 2023
- III. Results of the May 13th Public Open House Workshop (Jim)
- IV. Discussion of the Common Denominator Concept Plan and how it meets the criteria established by the Task Force (Jim)
- V. Outstanding questions needed to be tackled by the Task Force (Jim/Robert)
(See the attached **Action Items** for which the Task Force should vote)
- VI. Approach to City Council Public Hearing – July 10th
- VII. Any other business
- VIII. Adjourn

Action Items (“yes”, “yes with Task Force modification,” or “does not recommend”):

1. **Vehicular Circulation:** The Task Force recommends that the vehicular circulation on the race track side of the property be formed using two entrances as shown on the concept plan, with a connecting but managed and controlled paved route between the two entrance drives and managed similar to Allen Pond Park.
2. **Race Track Road:** The Task Force recommends that Race Track Road be designed and reconstructed as a complete street cross section to include a through travel lane in each direction, a center landscaped median turn lane dedication for entrances to the Race Track Property, and pedestrian and bicycle facilities on both sides of the road as recommended in the Bowie Trails Master Plan (as the Bowie Byway).
3. **Patuxent River Trail:** The Task Force recommends that the planned Patuxent River trail be designed through the Race Track property as a paved multi-use, facility and incorporated into the pedestrian circulation system. The trail should be designed to accommodate all ages and abilities with a parallel natural surface trail closer to the Patuxent River, but out of the floodprone areas.
4. **Allowable 50,000 SF structure:** The Task Force recommends that BSU and the City pursue expansion of the 50,000 SF limit for structures. The expansion request or clarification includes:
 - 1) Adaptive re-use or reconstruction (on the same footprint) of the trackside stalls (at the railroad spur) and the covered riding rink (on the Stable side) to highlight some of the character defining features of the former Race Track use
 - 2) Any greenhouse related facilities in support of the BSU Urban Farm Research complex
 - 3) Up to 50,000 SF footprint of a “clubhouse” building (to include potential for indoor recreation, maintenance and management facilities for the property, and flexible meeting rooms for community and BSU use)
5. **Innovative Urban Agriculture Research Farm and Community Gardens:** The Task Force recommends that the BSU managed urban agriculture research farm be located on the Stable side of the property and include a community garden, managed by BSU, but that is open to public. Structures related to innovative urban agriculture would be the top priority for allocating available square footage for a structure (pending request for additional square footage)
6. **BSU ROTC course:** The Task Force recommends that the BSU ROTC ropes/obstacle course be located north of the track but out of the Horse Pen Run floodplain and that an adjoining facility (exercise or obstacle course) be included and available for community use outside the controlled ROTC area.
7. **Equestrian Use:** The Task Force recommends, based upon extensive public input received, that the area north and east and including the site of the former Grandstands be considered for future equestrian use as a demonstration equestrian farm pending a suitable sponsoring organization coming forward to take on the responsibilities for managing the equestrian facility. Consideration should be given in the Master Plan Phase to adaptively reuse the trackside stalls (or reconstruct on the same footprint), providing dedicated horse trailer parking and drop-off area, developing an equestrian suitable trail as either part of the Patuxent River Trail or parallel to the trail, and accommodating the future needs of a therapeutic riding program should a sponsor come forward for that use.
8. **Cricket:** The Task Force recommends inclusion of a cricket field as a potential use for the interior of the existing track in combination with other fields sports to be studied further in the Master Plan Phase.

Joe Meinert

From: Cricket BBGC [REDACTED]
Sent: Thursday, May 25, 2023 7:17 PM
To: Joe Meinert
Cc: Jim Klein; Sally Hein; Nick Spurgeon; Sheri Beach
Subject: {EXTERNAL}: Re: {EXTERNAL}: Cricket Field Needed at Bowie Racetrack

Hi Joe,

Thanks for the feedback. I am glad to see that you copied Nick and Sheri on this email because they are both very familiar with the success of the BBGC youth cricket program.

FYI, this weekend there is a cricket tournament happening in Bolen Park (Leesburg, VA) and Hanson Park (Aldie, VA). The prize money for this weekend tournament is \$150,000. Players from around the country and around the world are participating in this tournament.

Major League Cricket (MLC) is starting this July. Here is a story from Good Morning America on it:

<https://www.goodmorningamerica.com/culture/video/globally-popular-sport-cricket-gaining-traction-us-99502451>

NBC also did a story on the local MLC team, Washington Freedom:

<https://www.nbcwashington.com/news/sports/dcs-major-league-cricket-team-prepares-for-inaugural-season/3353415/>

I plan to attend the meeting on 10 July.

Sham

On Wed, May 17, 2023 at 8:52 AM Joe Meinert <jmeinert@cityofbowie.org> wrote:

Sham – Thanks for the email. I appreciate you sticking with it. The Task Force really did not spend much time delving into specific types of fields. They were more focused on active vs. passive recreation uses when they developed the concepts. So I don't think there was a missed opportunity. As Jim Klein mentioned, he made the assumptions those fields were being provided elsewhere, based on what we heard, so we did not focus on them specifically in the information we provided at the workshop. There will be many more times when you can participate and provide your input along the way, as the plan development process is far from being finished. I invite you to attend the July 10th City Council public hearing to speak about cricket fields, or at least provide a letter to the City Council with your details. Thanks for being so involved in promoting the sport.

Joseph M. Meinert, AICP

Director of Planning and Sustainability

City of Bowie

15901 Fred Robinson Way

Bowie, MD 20716

Phone: 301-809-3045

FAX: 301-809-2315

From: Cricket BBGC [REDACTED]
Sent: Wednesday, May 17, 2023 12:38 AM
To: Joe Meinert <jmeinert@cityofbowie.org>
Subject: {EXTERNAL}: Cricket Field Needed at Bowie Racetrack

Hi Joe,

I was very disappointed to find out on Saturday that the cricket field was not included in plans for the racetrack property. At the meeting in December, there was great support for the cricket field from the community and the attendees. The Bowie Boys and Girls Club (BBGC) started the youth cricket program in 2012. That has led to exponential growth of cricket in our area. We have accomplished the following:

1. Started the first elementary school cricket league in the USA (2014)
2. Started the first middle school cricket league in the USA (2015)
3. Started the first all girls cricket league in the USA (2018)
4. Started the first statewide youth cricket league in the USA (2014)
- 5. Largest youth cricket program in the country with 84 youth teams (U11, U13, U15 and U17), 864 players including 112 girls in 2023**

This week we had the PGCPs elementary school semifinals:

Division 1: Kenilworth vs Whitehall 1 at Kenilworth Elementary School

Division 1: Greenbelt vs Tyler Heights at Rockledge Elementary School

Division 2: Whitehall 2 vs Heather Hills at Whitehall Elementary School

Division 2: Rockledge vs Cora Rice 1 at Rockledge Elementary School

Right now we are at capacity with the current cricket fields. We need more cricket fields to keep up with the rapidly growing demand.

The City of Bowie has many soccer fields, lacrosse fields, baseball fields, softball fields, but NOT A SINGLE cricket field.

Cricket teams from other states (North Carolina, Georgia, New Jersey, Illinois, New York, Massachusetts) have played on the school cricket fields in Bowie.

Last November, I was the tournament director for the National U15 Cricket Championship Tournament, which was conducted in Houston, Texas because they have the top quality cricket fields. At present, we do not have professional quality cricket fields in Maryland.

Over the past 13 years, hundreds of families in Bowie have enjoyed playing cricket for school teams and travel teams. Some of our players have gone on to play for the USA National Cricket team and a few more are on the path to make the National team.

I urge you to reconsider putting back a cricket field on the plan for the racetrack property.

Thank you.

Sham Chotoo

Cricket Commissioner

Bowie Boys and Girls Club

MAY 15, 2023

Joseph M. Meinert, AICP
 Director of Planning and Sustainability
 City of Bowie
 15901 Fred Robinson Way
 Bowie, MD 20716

Re: Recreational Design Concept for Bowie Race Track, Equestrian PLUS

Dear Mr. Meinert,

Thank you and Bowie planning division for hosting the community workshops on the future of the Bowie Race Track. I have attended both the Dec 3 and the May 13 workshops for input regarding future uses of the Bowie Race Track and heard a lot of varying uses being requested. Except for a few that I think will not work at that site, I believe I have come up with a potential scenario that offers something for everyone, separates incompatible activities, considers impacts to sensitive forested area along the Patuxent River and Horsepen Branch, and is respectful of local residents' needs for peace and quiet. But this plan also recognizes that here is a once in a lifetime opportunity to preserve and celebrate the important equestrian history of Bowie and takes advantage of this opportunity for economic, cultural, and recreational benefits to Bowie, its constituents, and our equine partners. There is an ever-growing need for open space for equestrian facilities as land becomes more finite and property taxes higher. It is getting harder to support this industry. But where else can our equine partners go except on the remaining fragments of small farms or wedged in between expanding development. A number of entities could use the acreage on the NE side of Racetrack Road and the Patuxent River as a community horse discovery center, therapeutic riding center, a retraining and rehoming satellite for Laurel Park, a future equine studies program for Bowie State, numerous other similar ideas which may even offer local jobs.

This plan also considers existing trails along the river which could be tied into giving the public access for nature-based recreation, such as walking, horseback riding, or bicycling. However, whatever plan or uses come to pass, a substantial width of *intact* forest must be preserved along the river for water quality, stormwater buffering, noise and light pollution buffering, and must preserve local citizens' rights to quiet peaceful enjoyment of their homes.

For an equestrian use to function well, there must be a clear separation between the equestrian and certain other activities that would be disturbing, stressful, or would startle horses and riders. I would also advocate that the equestrian related buildings and fields be kept close together and fenced off for controlled access by authorized personnel or scheduled visits like any commercial horse barn does because of safety and biosecurity reasons.

The concept map included here shows locations for a variety of uses in an arrangement which would make separation, security, and forest buffering possible:

- 26 acres on *stables* side of property (SE side of Racetrack Rd) for indoor recreation uses and urban farming. (Perhaps the 50,000 sf building goes here. The "Hacienda" could perhaps be rehabbed as indoor track.)
- 5 acres for community garden space
- 18 acres for community open space and pollinator habitat
- 13 acres for reforestation to improve forest buffer to river

- Restroom and shelter area near the community open space
- An outdoor classroom and nature center
- An equestrian history museum
- Trailer parking area for haul-ins for trail riding (WB&A trail eventually will expand and connect to AA Co)
- Existing stables for Horse Discover Center, stabling therapeutic riding or horses in retraining, tack room, class room, office.
- Round pen area for Horse Discovery, petting area, or training
- Two manure composting areas near stable
- Hay and bedding barn
- Tractor barn and shop
- 8 acres for horse turn out pastures/paddocks
- 5 acre parcel for indoor arena and outdoor arena
- 17 acres cross-country and jump field for public and horse facility owner use

Thank you for your attention and willingness to forward this to the Bowie Race Track task force. Looking forward to future collaboration toward to a successful plan that pleases on many fronts.

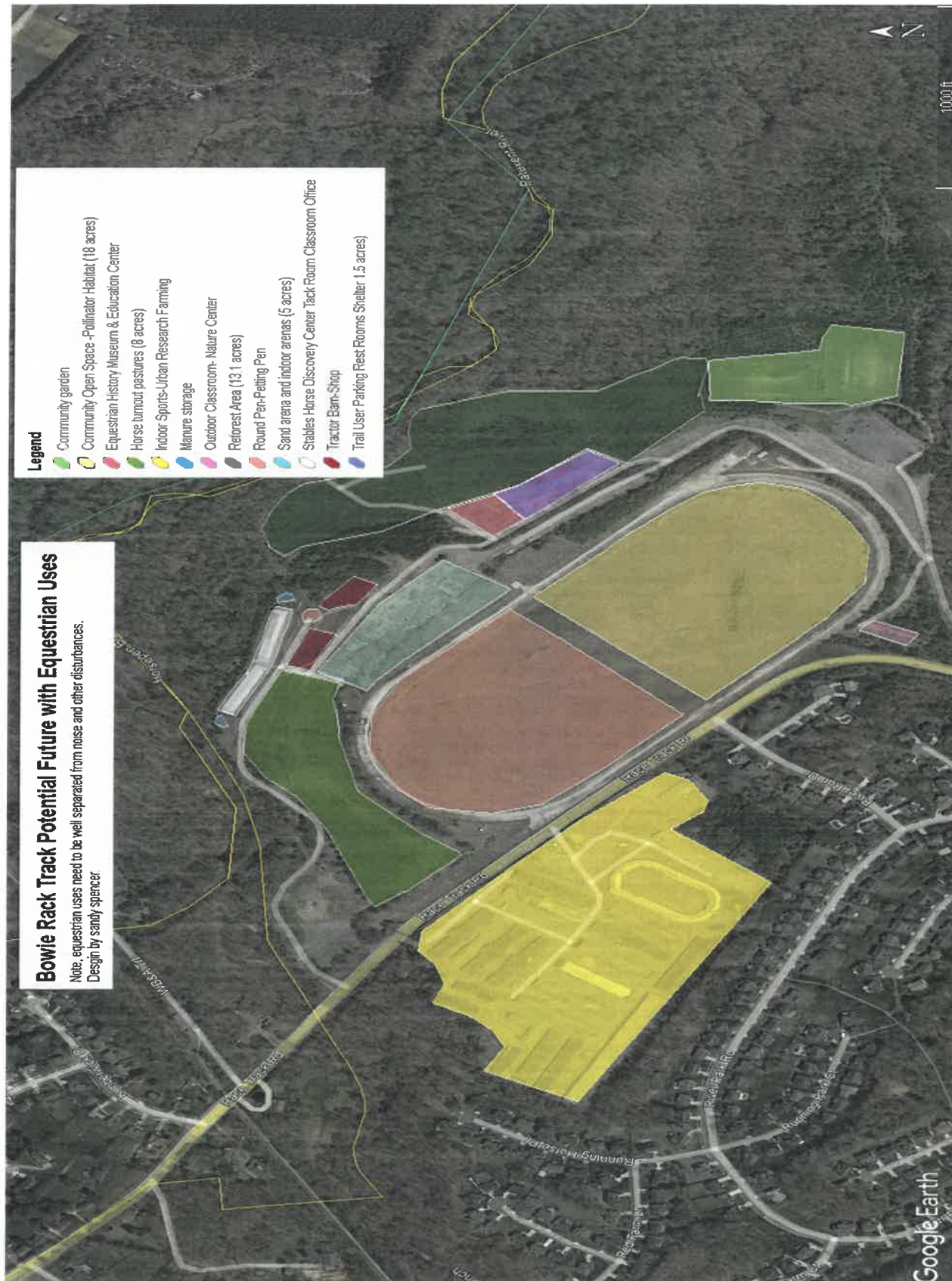
Sincerely,

Sandy Spencer

Local Resident

[REDACTED]

[REDACTED]



Joe Meinert

From: Ken McCaughey [REDACTED]
Sent: Thursday, May 25, 2023 8:52 PM
To: Joe Meinert
Subject: {EXTERNAL}: Bowie Race Track Plans

Hi Joe,

I was on travel when the Bowie Race Track workshop occurred in May. Unfortunately I will again be on travel when this topic is before the City Council. I downloaded and reviewed the material posted on the City of Bowie web site. Here are the comments I wish to submit.

1) Overall I find the option on page 9 that emphasizes meeting recreational needs the most desirable. The option on page 10 seems to be over developed. While the option on page 8 seems undeveloped to the point that utilization might be too low to justify the costs to maintain it.

2) It would be desirable to have a farmers market and for it to be in a covered space. The Muskegon farmer's market is a good example <https://www.muskegonfarmersmarket.com/> and <https://www.youtube.com/watch?v=B6IZlGmdpKo> I saw this on my biking across county and it is a very nice facility and it included good bike parking too. Bowie might not need the same scale but you can get a sense of the features to accommodate vendors, parking, and shade. It could be used by food trucks during other events at the park. Maybe it could be rented out as well.

3) All the plans seem to include a connection to the WB&A. I think this is mandatory. The old rail spur to the track should make that easier to accomplish. I can see the Bowie Race Track being a destination for WB&A users.

4) Related to item 3) above, all the plans seem to omit any connectivity to the Bowie Byway. The race track is destination that should have a solid multi-modal connection, especially to the farmer's market. The Trails Master Plan currently routes the Bowie Byway from the WB&A trail along Race Track Road to Hilltop Plaza. By putting a portion of that route on the Race Track property would get part of the Byway off a County road onto property that City has some control over. The City approved Trails Master Plan should be used as leverage to insist that this be included.

5) It would be nice if the option on page 8 included the river water access.

Thanks for the opportunity to provide some feedback.

Best regards,

--

Ken McCaughey

Joe Meinert

From: Jenny Plummer-Welker [REDACTED]
Sent: Tuesday, May 23, 2023 9:01 PM
To: Joe Meinert
Subject: {EXTERNAL}: Race Track Property - Equestrian Recreation Opportunities

Hi, Joe,

Some people mentioned at the workshop earlier this month about the desire to incorporate horses into the future plans of the race track property.

You may already be aware of this program....

The Greenwell Foundation, which manages the Greenwell State Park, has several equestrian programs.

Links:

<https://dnr.maryland.gov/publiclands/pages/southern/greenwell.aspx>

[Equestrian – Greenwell Foundation](#)



Equestrian – Greenwell Foundation

[About Us – Greenwell Foundation](#)

Email correspondence received after the December 3rd Community Workshop

From: Linda Mendoza
Sent: Wednesday, December 7, 2022 3:30 PM
To: Joe Meinert <jmeinert@cityofbowie.org>
Subject: {EXTERNAL}: Race Track Planning Ideas

Hello, although I completed the survey online I wanted to submit one more idea I did not include on the survey. Please consider in the planning a state of the art planetarium with medium to large capacity seating.

Thank you for your consideration,

Linda Mendoza

Evaluation Criteria

	ACCESSIBILITY: Use or activity is seamlessly inclusive and welcoming for people of all ages and abilities
	LAND USE: Compatible with existing adjacent land use and/or future planned land use
	TRANSPORTATION: Consistent with existing transportation capacity or future transportation capacity (committed projects listed in the CIP)
	RECREATION: Addresses identified City of Bowie recreational needs through national (e.g., NRPA), state, or local metrics
	BSU FACILITIES: Addresses recreation or outdoor space need identified in the Bowie State University Facilities Master Plan or other demonstrated programmatic needs
	PATUXENT RIVER: Avoids or mitigates environmental impact to the Patuxent River and environs

Evaluation Criteria	
	ENVIRONMENT: Avoids or mitigates existing and known environmental hazards associated with past use as an equestrian facility, or enhances the property's environmental conditions
	FINANCIAL FEASIBILITY: Can be funded or financed (including any required mitigation) through capital improvements (local/state), sponsored programs (grants), or user fees
	OUTDOOR FIELD AND COURT LIGHTING: Meets or exceeds IDA Community Friendly Outdoor Sports Lighting guidance at: https://www.darksky.org/wp-content/uploads/bsk-pdf-manager/2021/07/Final-OSL-v1.1.pdf
	CONSTRUCTION: Construction access routes and techniques are available that are sensitive to neighborhood concerns
	OPERATIONS AND MANAGEMENT: Activities and access can be managed to control after-hours usage, safety, events management, ongoing maintenance, and stewardship
	SUSTAINABILITY: Meets or exceeds local, state, or federal standards (through LEED or similar criteria) for sustainability (construction, operation, life cycle management, etc.)

Bowie Race Track Property Task Force

Specific Recommendations

1. Vehicular Circulation – Clyde moved, Abby 2nd, unanimous

The Task Force recommends that the vehicular circulation on the race track side of the property be formed using two entrances as shown on the concept plan, with a connecting but managed and controlled paved route between the two entrance drives and managed similar to Allen Pond Park.

2. Race Track Road – Karl moved, Karin 2nd, unanimous

The Task Force recommends that Race Track Road be designed and reconstructed as a complete street cross section to include a through travel lane in each direction, a center landscaped median turn lane dedication for entrances to the Race Track Property, pedestrian and bicycle facilities on both sides of the road as recommended in the Bowie Trails Master Plan (as the Bowie Byway), and a focus on controlled speed with the request for a speed camera.

3. Patuxent River Trail – Karl moved, Mike 2nd, unanimous

The Task Force recommends that the planned Patuxent River trail be designed through the Race Track property as a paved multi-use, facility and incorporated into the pedestrian circulation system. The trail should be designed to accommodate all ages and abilities with a parallel natural surface trail closer to the Patuxent River, but out of the floodprone areas.

4. Allowable 50,000 SF Structure –Karin moved, Shereta 2nd, unanimous

The Task Force recommends that BSU and the City pursue expansion of limit for structures. The expansion request or clarification includes:

- 1) Adaptive re-use or reconstruction (on the same footprint) of the trackside stalls (at the railroad spur) and the covered riding rink (on the Stable side) to highlight some of the character defining features of the former Race Track use*
- 2) Any greenhouse related facilities in support of the BSU Urban Farm Research complex*
- 3) Up to 50,000 SF footprint of a “clubhouse” building (to include potential for indoor recreation, maintenance and management facilities for the property, and flexible meeting rooms for community and BSU use)*
- 4) Necessary structures to accommodate storage, restrooms, and to support recreational use.*

5. Innovative Urban Agriculture Research Farm and Community Gardens –Karin moved, Michelle 2nd, unanimous

The Task Force recommends that the BSU managed urban agriculture research farm be located on the property and include community garden-like uses, managed by BSU, but that is open to public. Structures related to innovative urban agriculture would be the top priority for allocating available square footage for a structure (pending request for additional square footage).

Bowie Race Track Property Task Force
Specific Recommendations

6. BSU ROTC Course –Abby moved, Clyde 2nd, unanimous

The Task Force recommends that the BSU controlled ROTC ropes/obstacle course be located on the property, most ideally north of the track, but out of the Horse Pen Run floodplain.

7. Equestrian Theme – Clyde moved, Charles 2nd, unanimous

The equestrian community attended workshops and expressed their interest in the property. The Task Force recommends that the Council investigate some inclusion of equestrian history.

8. Community Preservation – Karl moved, Clyde 2nd, unanimous

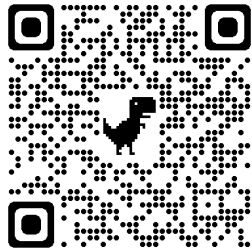
The Task Force recommends that the Council continues to utilize the evaluation criteria throughout their planning and decision-making processes.

Bowie Race Track Property

Recommended Concept Plan



THE CITY OF
BOWIE, MARYLAND



Task Force webpage:

<https://www.cityofbowie.org/racetrack>



Recommended Concept Plan

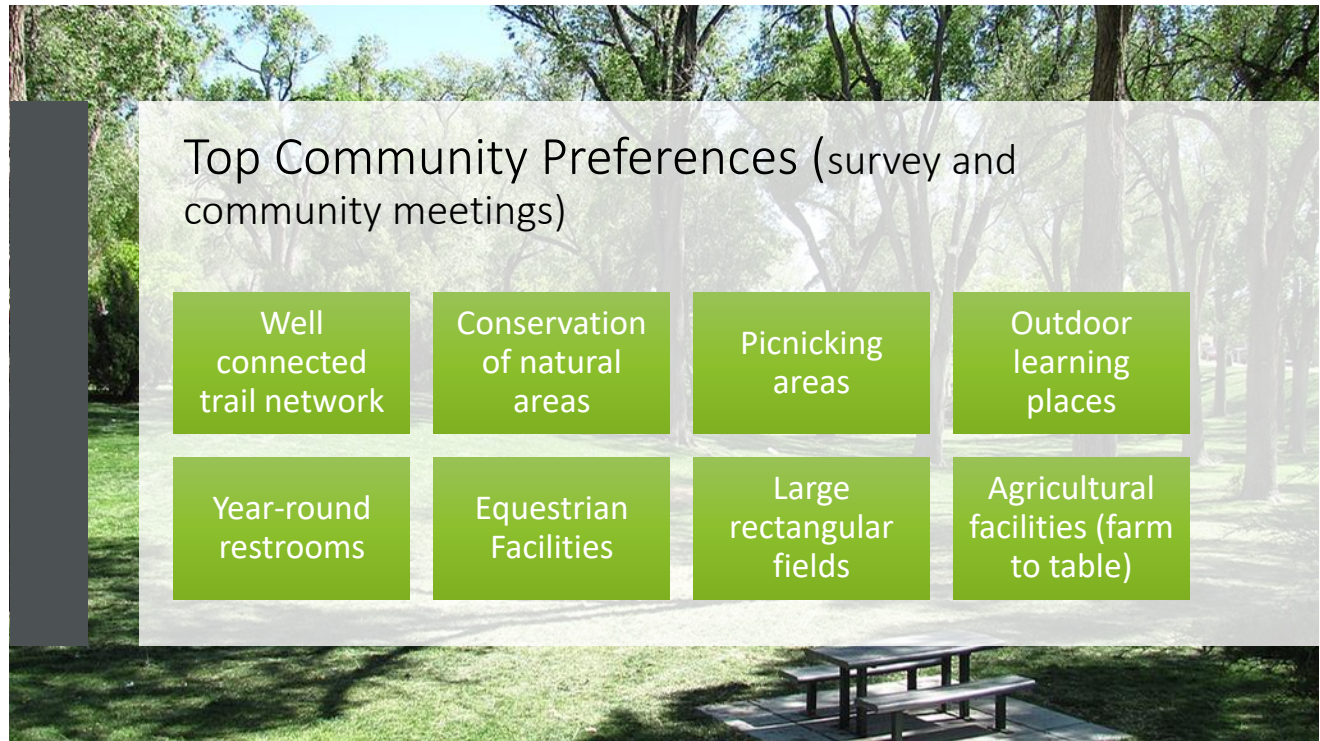
- **Recap of Public Outreach to Date**
- Criteria
- Task Force Subcommittee Concepts
- Common Denominator Concept Design Principles

Month	Who	Schedule
Aug 22	SC	PREP Task Force Formation and Work Flow
9.29.22	TF	KICK-OFF Introduce roles and responsibilities , public outreach
10.27.22	TF	CRITERIA Finalize questionnaire, criteria, discuss potential uses, preview workshop
12.3.22	P	IDEAS Public planning workshop focused on potential uses
Jan '23	SC	SORT summarize workshop results, draft vision/goals, options
2.23.23	TF	OPTIONS review workshop results, vision/goals, options, principles
Mar 23	SC	1ST DRAFT Concept from Public and Task Force input
4.27.23	TF	CONCEPT review and refine options, preview public workshop #2
5.13.23	P	REVIEW provide input preferred approach/draft concept plan
6.29.23	TF	REVISE refine based on public input
7.10.23	P	COUNCIL review results and confirm/refine recommendations

Outreach

Sources of public and staff input:

- ✓ Questionnaire
- ✓ Workshop
- ✓ M-NCPPC Countywide Demand Study
- ✓ BSU Facility and Program Needs
- ✓ City of Bowie Park and Recreation Needs



M-NCPPC Summary

Outreach

Sources of public and staff input:

- ✓ Questionnaire
- ✓ Workshop
- ✓ M-NCPPC Countywide Demand Study
- ✓ BSU Facility and Program Needs
- ✓ City of Bowie Park and Recreation Needs

Bowie Race Track Property

Program Priorities Matrix

Categories	Public Priorities (Questionnaire and Outreach)	Public Planning Workshop	Countywide (future demand)	BSU Facility and Program Needs	City of Bowie Park and Recreation Needs	Issues and Comments
Q6: Priorities for trail and casual uses						
Conservation of natural areas	64%					
Well-connected trail network	53%					
Enhanced pollinator habitat (throughout)	51%					
Wildlife viewing	46%					
Natural surface multi-use trails	40%					
Casual use of informal grassy areas	23%					
Paved surface multi-use trails	29%					
Canoe/kayak access to Patuxent River	27%					
Q7: Priorities for small-scale park and recreational uses						
Year-round restroom (permanent)	62%					
Playground (all ages and abilities)	42%					
Picnicking (small or large groups)	27%					COUNTY: Level 2 and Level 3
Picnic pavilion, including some w/fireplace or firepit	30%					COUNTY: Level 2 and Level 3
Obstacle course/outdoor fitness trail	23%					
Community gardening	28%					
Outdoor classroom	19%					
Tennis	11%					COUNTY: hard surface courts Level 2
Basketball	12%					COUNTY: hard surface courts Level 2
Volleyball	9%					COUNTY: hard surface courts Level 2
Pickleball	12%					COUNTY: hard surface courts Level 2
Lawn Bowling/Bocce courts	8%					
Disc golf	7%					
Q8: Priorities for field sports and other large scale park and recreational uses						
Outdoor performing arts/event space	29%					
Equestrian facilities	28%					top right in
Large rectangular fields (soccer, football, lacrosse, field hockey)	20%					
400 meter outdoor track	20%					managed events for BSU athletics
Dog park	17%					
Youth baseball/softball	14%					
Adult baseball/softball	9%					
Skate park	8%					
Cricket	4%					COUNTY: Field planned at National Capital Business Park

Green indicates top priority

Yellow indicates 2nd tier priority

light green included with works



Recommended Concept Plan

- Recap of Public Outreach to Date
- **Criteria**
- Task Force Subcommittee Concepts
- Common Denominator Concept Design Principles

Evaluation Criteria



ACCESSIBILITY: Use or activity is seamlessly inclusive and welcoming for people of all ages and abilities



LAND USE: Compatible with existing adjacent land use and/or future planned land use



TRANSPORTATION: Consistent with existing transportation capacity or future transportation capacity (committed projects listed in the CIP)



RECREATION: Addresses identified City of Bowie recreational needs through national (e.g., NRPA), state, or local metrics



BSU FACILITIES: Addresses recreation or outdoor space need identified in the Bowie State University Facilities Master Plan or other demonstrated programmatic needs



PATUXENT RIVER: Avoids or mitigates environmental impact to the Patuxent River and environs

Evaluation Criteria



ENVIRONMENT: Avoids or mitigates existing and known environmental hazards associated with past use as an equestrian facility, or enhances the property's environmental conditions



FINANCIAL FEASIBILITY: Can be funded or financed (including any required mitigation) through capital improvements (local/state), sponsored programs (grants), or user fees



OUTDOOR FIELD AND COURT LIGHTING: Meets or exceeds IDA Community Friendly Outdoor Sports Lighting guidance at:
<https://www.darksky.org/wp-content/uploads/bsk-pdf-manager/2021/07/Final-OSL-v1.1.pdf>



CONSTRUCTION: Construction access routes and techniques are available that are sensitive to neighborhood concerns



OPERATIONS AND MANAGEMENT: Activities and access can be managed to control after-hours usage, safety, events management, ongoing maintenance, and stewardship



SUSTAINABILITY: Meets or exceeds local, state, or federal standards (through LEED or similar criteria) for sustainability (construction, operation, life cycle management, etc.)



Recommended Concept Plan

- Recap of Public Outreach to Date
- Criteria
- **Task Force Subcommittee Concepts**
- Common Denominator Concept Design Principles

Emphasis on Casual Use and Conservation



Emphasis on Meeting Recreational Demands



Emphasis on Expanding Recreational Opportunities



Public Meeting #2 (May 13, 2023)

Key Takeaways

- ✓ Equestrian Uses – need more than just a museum
- ✓ Cricket – large user group unsure of planned cricket field at National Capital Business Park
- ✓ Race Track Road – continued high degree of concern about safety and congestion
- ✓ Don't build what is already provided for
- ✓ Comments favored moderate level of recreational development





Recommended Concept Plan

- Recap of Public Outreach to Date
- Criteria
- Task Force Subcommittee Concepts
- **Recommended Concept Design Principles**

CRITERIA:

PATUXENT RIVER:
Avoids or mitigates environmental impact to the Patuxent River and environs

ENVIRONMENT:
Avoids or mitigates existing and known environmental hazards associated with past use as an equestrian facility, or enhances the property's environmental conditions

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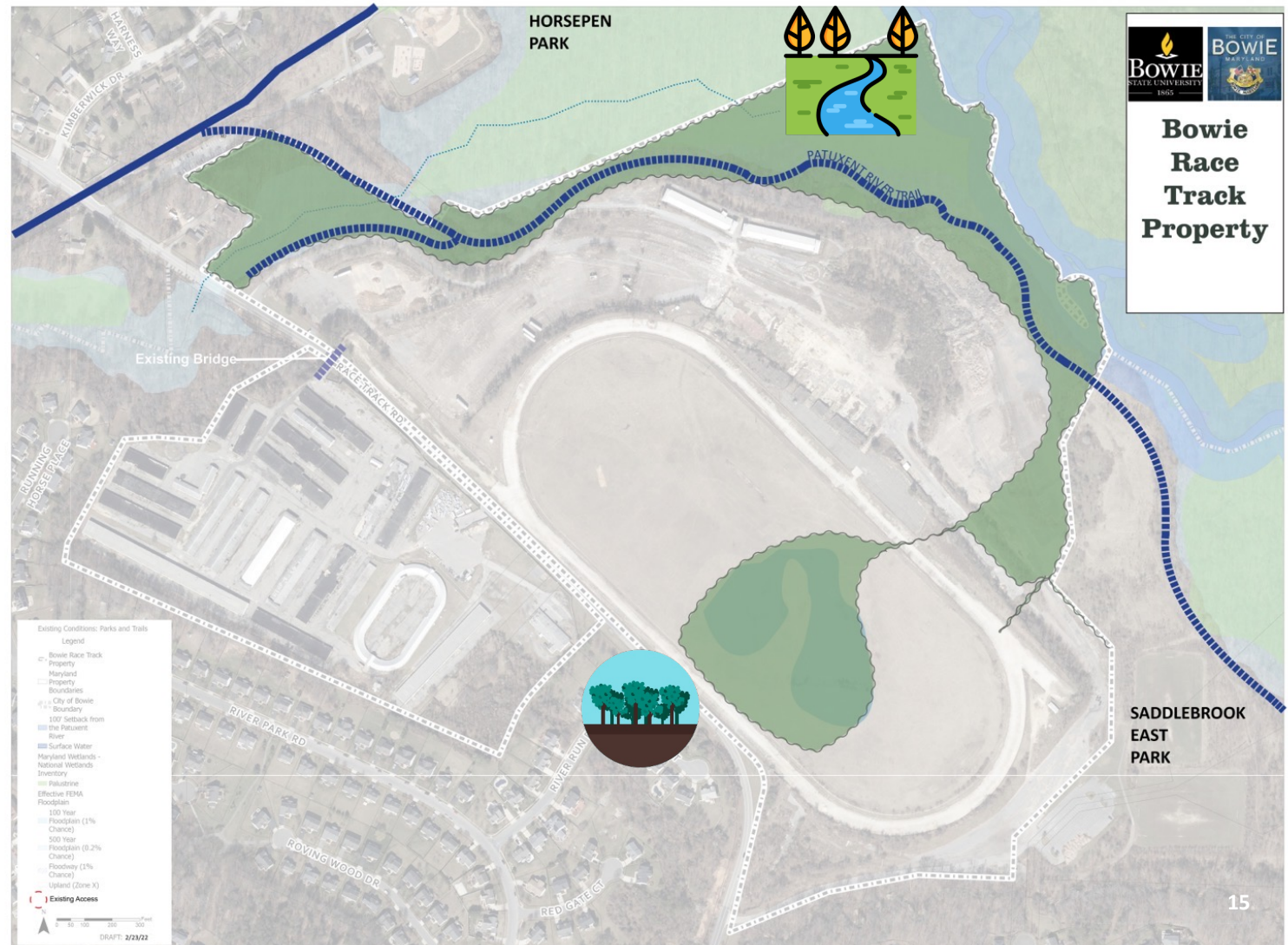
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Avoids or mitigates environmental impact to the Patuxent River and environs

ENVIRONMENT:
Avoids or mitigates existing and known environmental hazards associated with past use as an equestrian facility, or enhances the property's environmental conditions

CRITERIA:

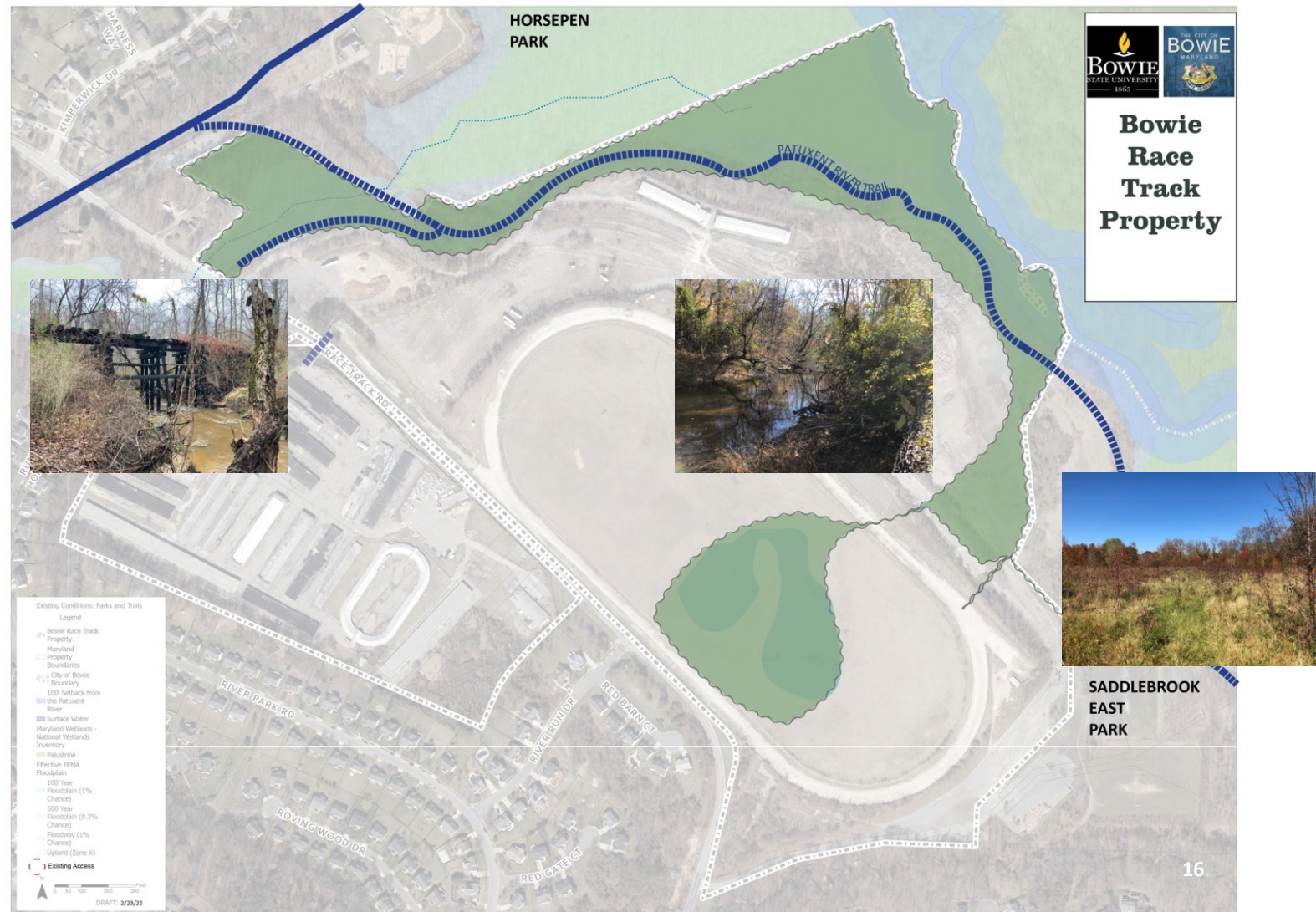
PATUXENT RIVER:
Avoids or mitigates environmental impact to the Patuxent River and environs

ENVIRONMENT:
Avoids or mitigates existing and known environmental hazards associated with past use as an equestrian facility, or enhances the property's environmental conditions



Design Principles

- Conserve and restore wetlands, floodplain, and riparian areas associated with the Patuxent River
- Maintain remaining natural and permeable surfaces (east of proposed Patuxent River Trail)



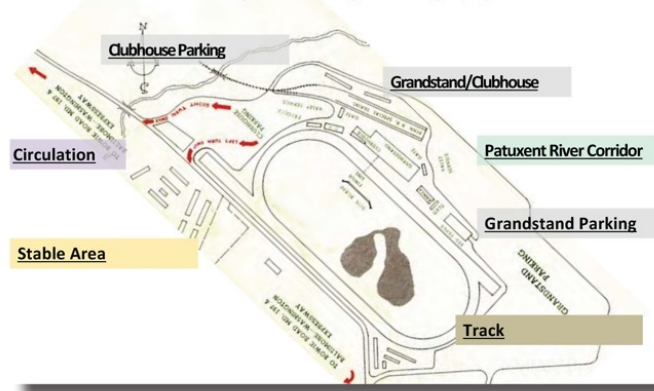
Design Principles

- Rehabilitate former pond area as meadow and wetland while accommodating stormwater runoff from recreational facilities

Bowie Race Track Property: EXISTING CONDITIONS

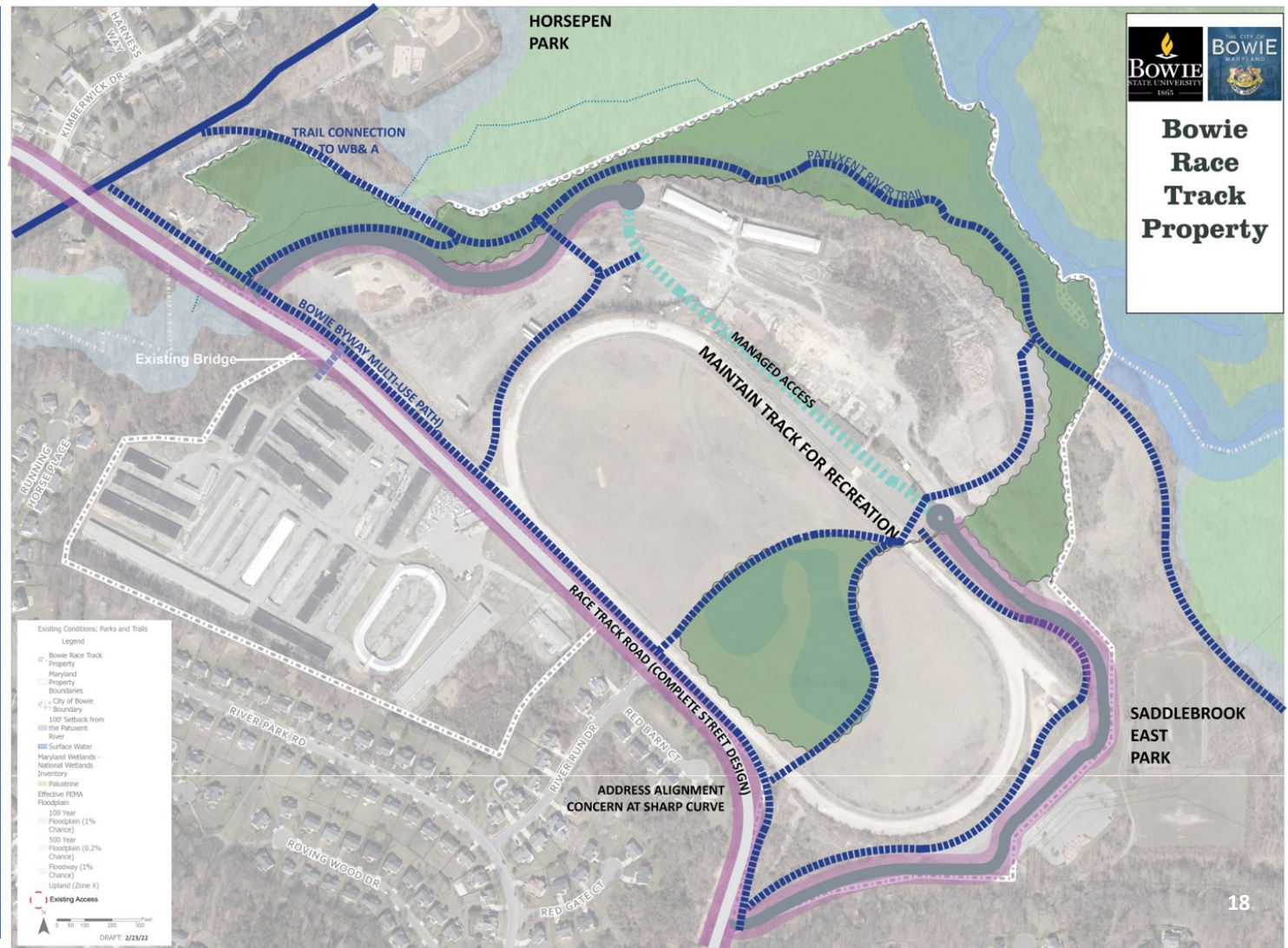


PUZZLE PIECES EXERCISE: Track Layout Geography and Subareas



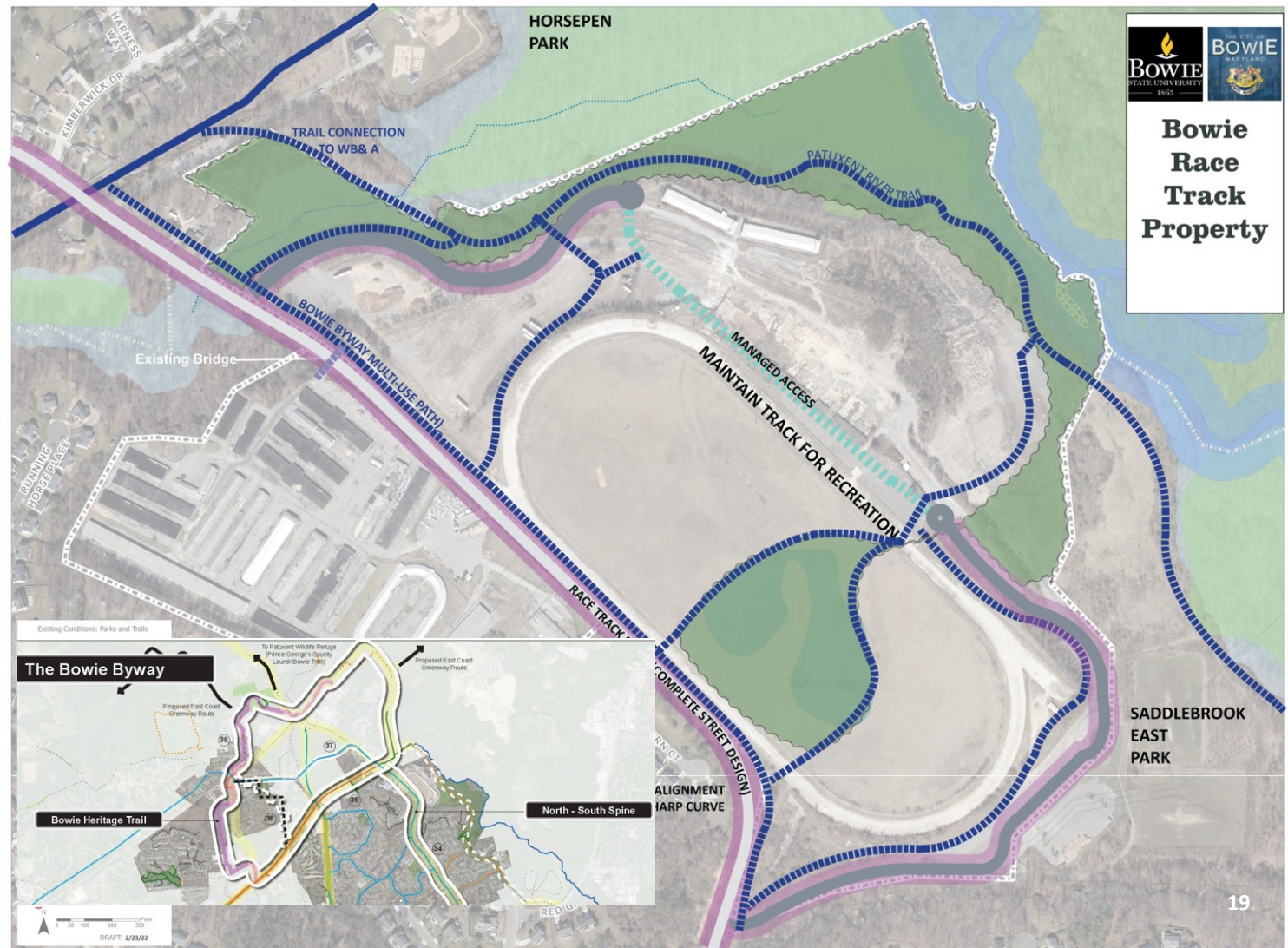
CRITERIA

TRANSPORTATION:
Consistent with
existing
transportation
capacity or future
transportation
capacity
(committed
projects listed in
the CIP)



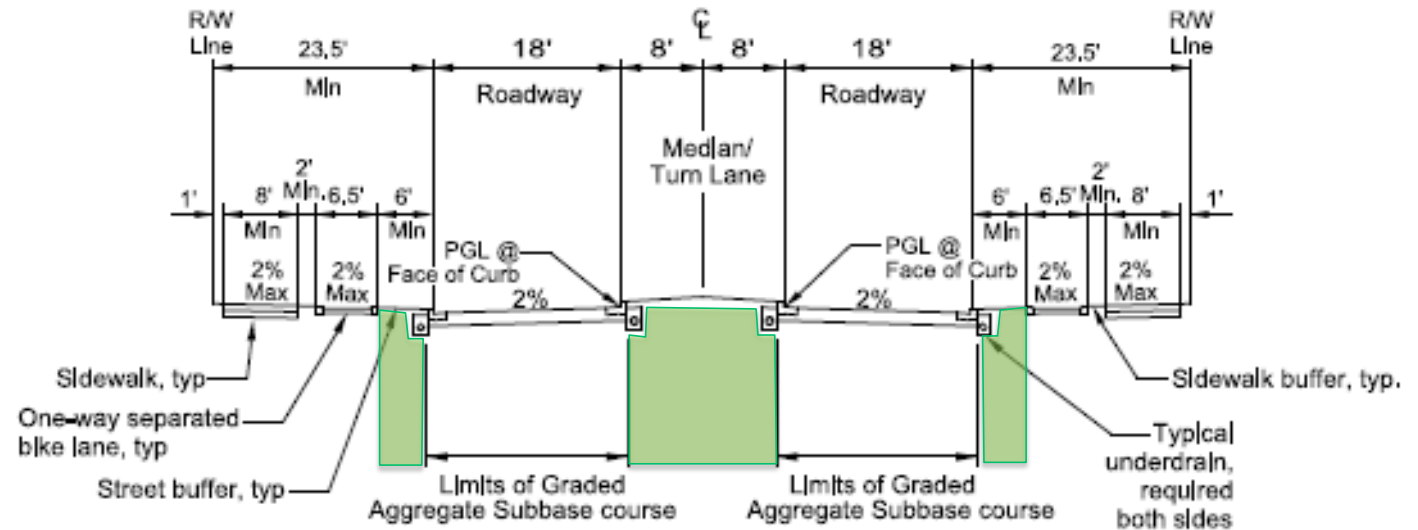
Design Principles

- Incorporate separated pedestrian and bicycle facilities within the right-of-way of Race Track Road as part of the "Bowie Byway" primary trail network
- Incorporate the Patuxent River Trail as part of the secondary trail network as a natural surface trail



Design Principles

- Over the long-term assume Race Track Road will evolve into a boulevard with a travel lane in each direction, a center turn lane, and pedestrian/bicycle facilities using the complete streets policies and guidance



Uses and Activities

STABLE: Urban farm research area

GRANDSTAND: Flexible/Casual Uses

TRACK: field, court sports plus reclaimed meadow for stormwater management

RIVER CORRIDOR: trail use, picnicking, nature appreciation, conservation

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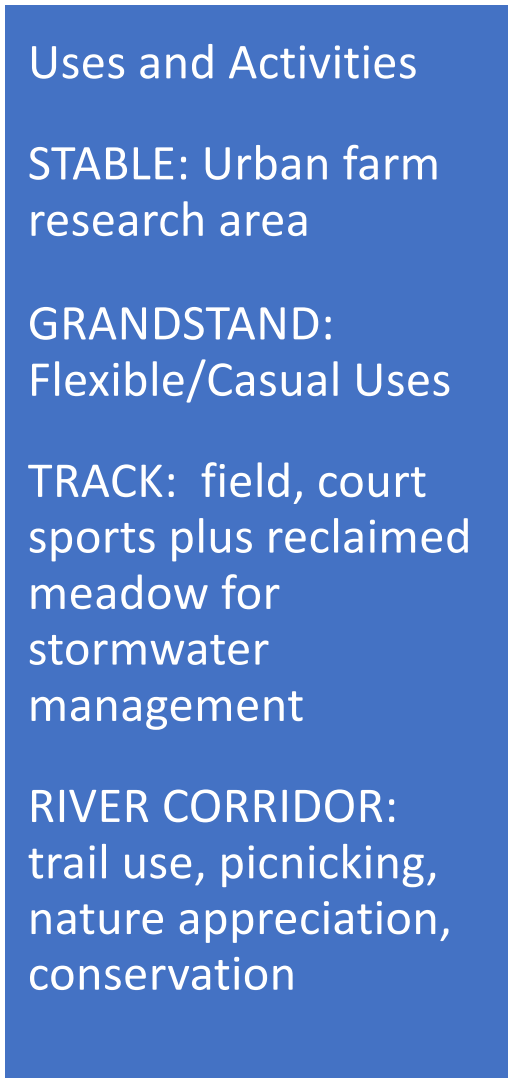
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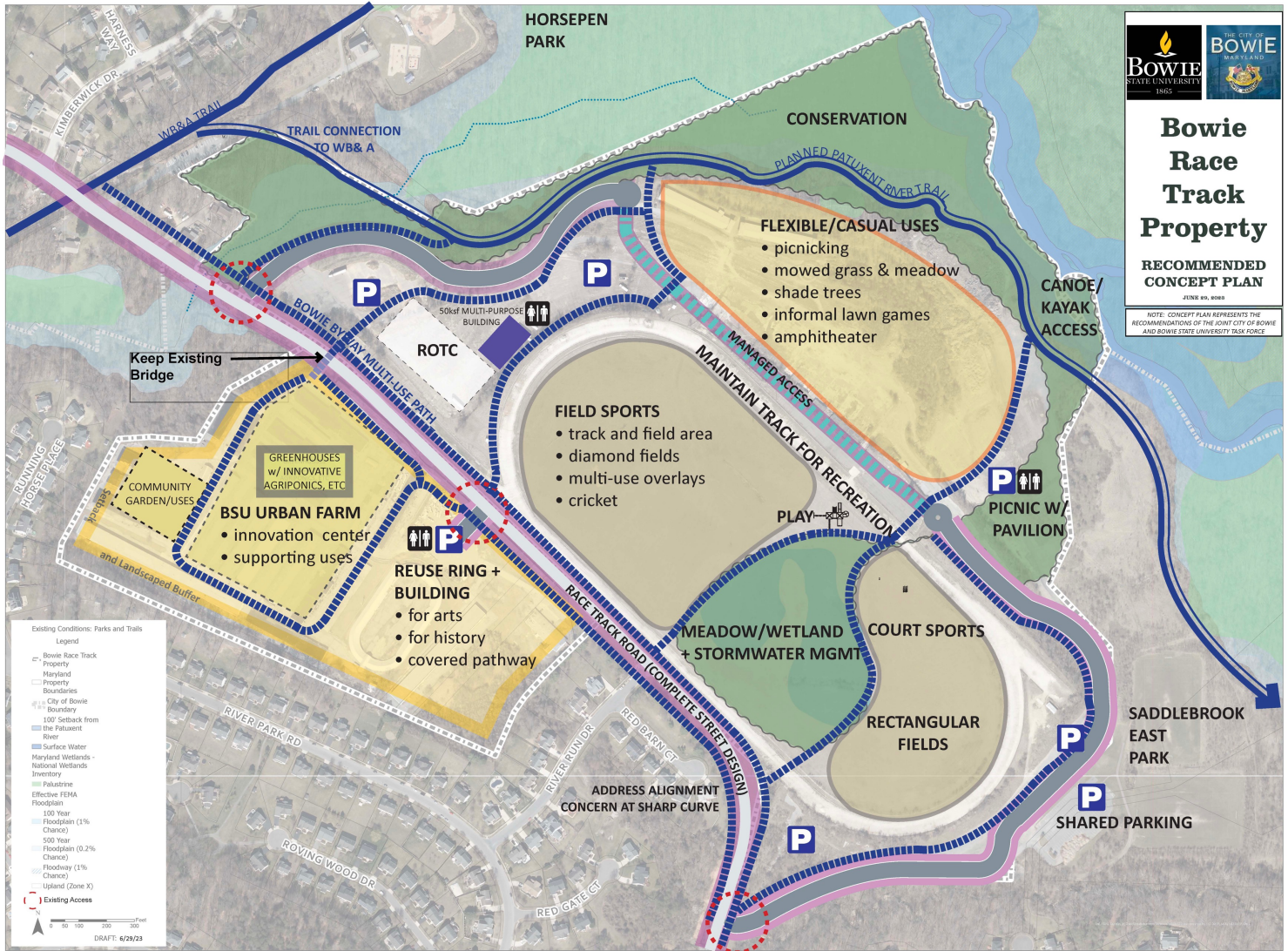
RIVER CORRIDOR: trail use, picnicking, nature appreciation, conservation



Design Principles

- Compatible uses adjacent to neighborhoods (no active recreation)
- Utilize well-graded area within track for field and court sports
- Treat stormwater runoff by reclaiming former pond area as designed wetland/meadow (pending environmental study)

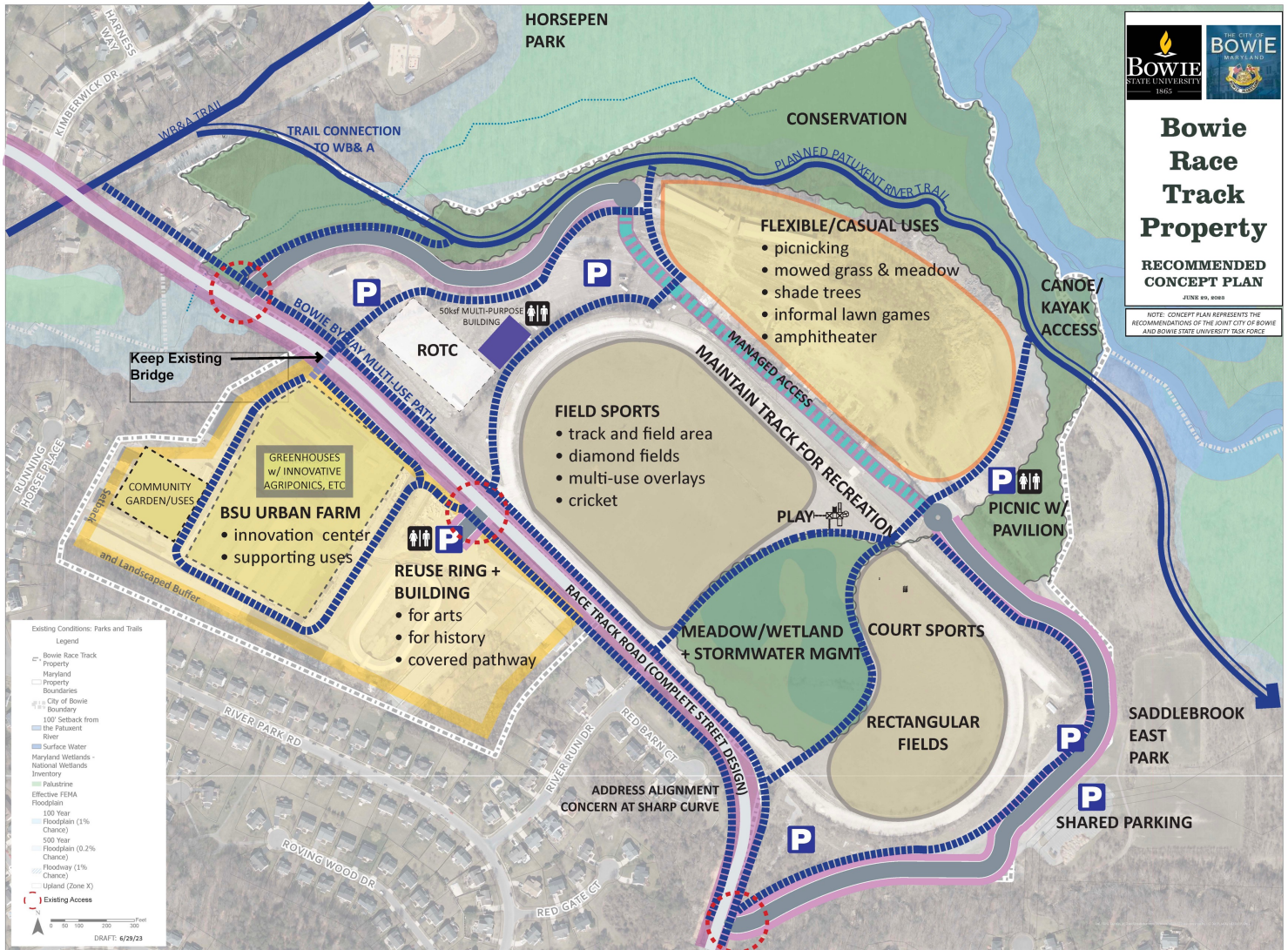
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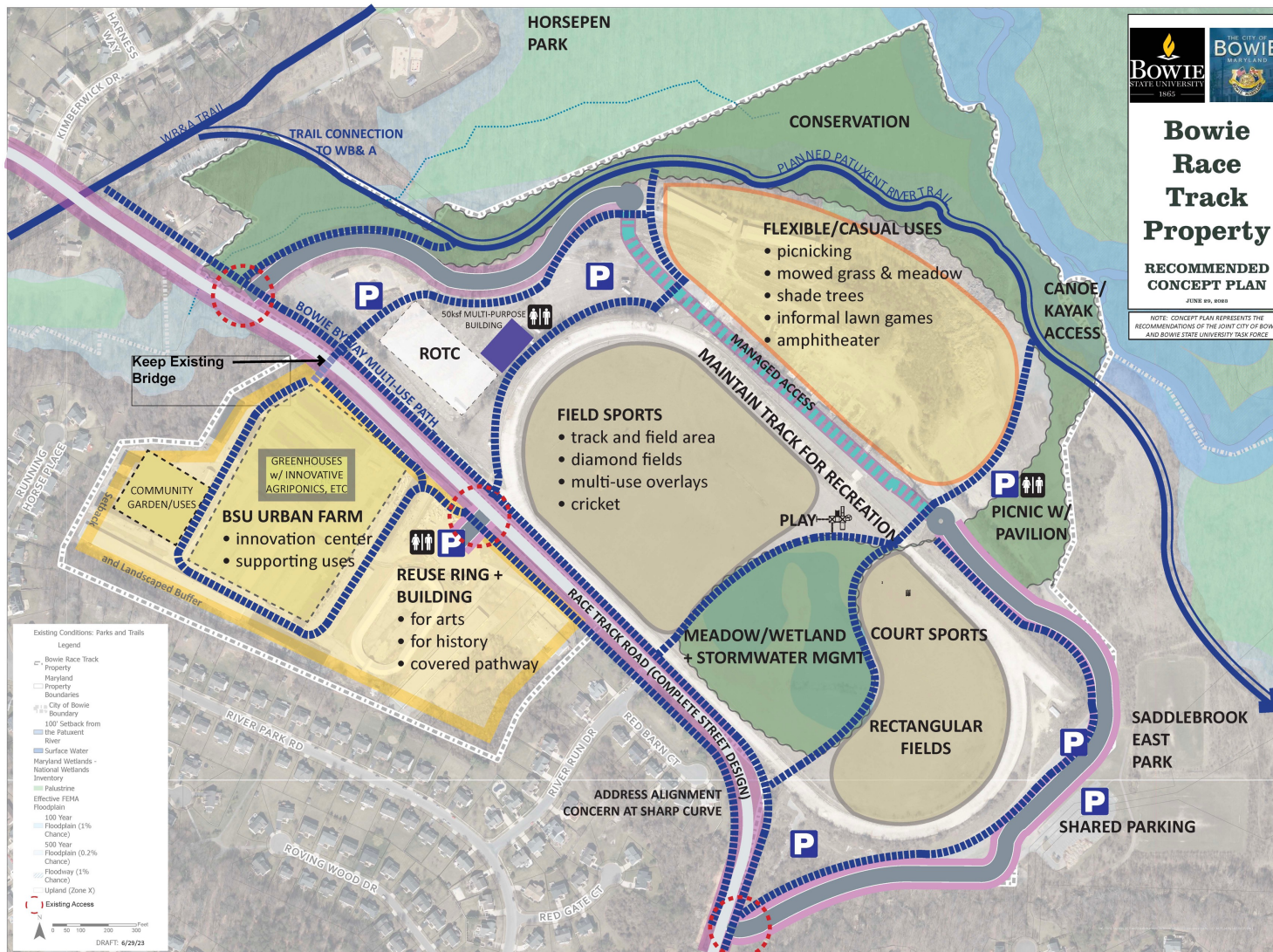


Design Principles

- Rehabilitate former Stables as Urban Farm Research facility with community gardens, parking and restroom
- Rehabilitate former grandstand areas for flexible or casual use area
- Incorporate BSU/ROTC needs north of the track
 - consider combining secure ROTC facility with publicly accessible exercise stations along entrance trail

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Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Retail Centers In Bowie

DATE: 07/06/2023

Marc Menick, President of KLNБ and a retail development, management, and leasing expert, will provide Council with a briefing on retail center development, leasing, and operation; and he will talk about why landlords select the tenants they pick and what the tenants look for in a location.

At your May 1, 2023 Council meeting the EDC and City staff proposed, and Council agreed, that an industry expert in retail leasing would be invited to provide Council with a briefing on retail center development, leasing, operation, and revitalization to provide a greater understanding of the business of shopping center retail.

BACKGROUND: With more than 25 years of experience, Mr. Menick leverages his decades of development expertise, extensive real estate network, and visionary mindset in his role as KLNБ's President. Prior to joining KLNБ in 2017, Mr. Menick spent 20 years as Senior Vice President of Leasing for The Peterson Companies, where he played an integral role in realizing prominent mixed-use developments with notable community impact including Downtown Silver Spring, Rio Washingtonian, National Harbor, Fairfax Corner, and Virginia Gateway. Mr. Menick is a graduate of the University of Maryland.

KLNБ is a leading provider of commercial real estate services throughout the mid-Atlantic region. An independently owned and operated commercial brokerage and real estate services firm, KLNБ provides a variety of services including tenant and landlord representation, leasing, consulting, investment sales, property management, research, marketing and branding and financing services. More than 85 full-time brokerage professionals work across KLNБ's four offices strategically located throughout the Washington, DC/Baltimore region.

ATTACHMENTS: None