

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Commissioners of St. Mary's County (CSMC) will hold a **Public Hearing on July 14, 2026 at 9:15 a.m.** in the CSMC Meeting Room in the Chesapeake Building, located at 41770 Baldrige Street in Leonardtown, Maryland to consider public input on the proposed Resolution Authorizing Execution of a Cable Franchise Agreement Between the Commissioners of St. Mary's County and Verizon Maryland, LLC.

Public hearing information and related documents can be viewed online at:

www.stmaryscountymd.gov/PublicHearings

Residents are encouraged to attend and participate in the public hearing. Those wishing to address the Commissioners may participate in-person or provide their feedback via:

- Email to: csmc@stmaryscountymd.gov
- Mail to: PO Box 653 Leonardtown, Maryland 20650

All submissions must be received no later than 5 p.m. on July 21, 2026. Submissions will be considered by the Commissioners at the Public Hearing and/or up to seven days following the Public Hearing.

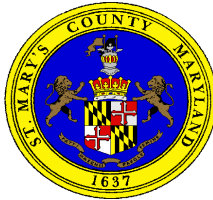
CSMC Public Hearings are televised live on St. Mary's County Government (SMCG) TV Channel 95 and streamed live on the SMCG YouTube Channel at:

<https://www.youtube.com/@StMarysCoGov>.

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

COMMISSIONERS OF ST. MARY'S COUNTY

By: Angela Stancliff, Acting Director of Information Technology
Publish on 6/26/2026 and 7/3/2026



To: Commissioners of St. Mary's County

From: Angela Stancliff, Acting Director, Department of Information Technology

Date: July 14, 2026

Re: Public Hearing for consideration of a Resolution approving Verizon Maryland LLC's Cable Franchise Application

MEMORANDUM

BACKGROUND

Verizon Maryland LLC applied on May 20, 2026 for a cable franchise agreement authorizing Verizon to own, construct, operate, and maintain a cable television system within portions of St. Mary's County.

Unlike prior cable franchise applicants that proposed large-scale new system construction, Verizon's proposal is somewhat unique in that Verizon has already deployed much of its underlying fiber-to-the-premises ("FTTP") telecommunications infrastructure within portions of the County as part of its existing telecommunications network. Verizon proposes to use this existing infrastructure to provide cable television services. The application indicates that Verizon's existing FTTP network currently serves portions of the southeastern area of the County, generally ranging from Lexington Park to St. Mary's City and near Point Lookout State Park.

The proposed franchise agreement would grant Verizon a nonexclusive right to provide cable services within the County and includes provisions concerning franchise fees, customer service standards, PEG channel capacity, insurance, reporting obligations, and use of the public rights-of-way.

Cable franchising remains an area of shared federal, state, and local authority, with the County retaining authority to grant cable franchises and regulate the use of public rights-of-way consistent with federal law.

DISCUSSION

In addition to the standard franchise fee and customer service provisions typically associated with cable franchise agreements, the proposed agreement also contains provisions supporting educational and governmental access programming. Specifically,

the agreement reserves capacity for up to three Educational and Government (“PEG”) access channels for exclusive use by the County or its designee for governmental and educational programming purposes. The agreement further contemplates support for PEG-related infrastructure through a proposed \$5,000 grant toward capital costs associated with the production of educational and governmental access programming. These provisions are intended to help support public access to local government meetings, educational programming, and other community-focused content, while preserving the County’s ability to expand or activate such channels as future needs evolve.

FISCAL IMPACT

Potential future franchise fee revenues may be generated if the franchise agreement is ultimately approved and Verizon begins providing cable services within the County.

Pursuant to the County’s Cable Franchise Ordinance and applicable law, a public hearing is required before consideration of approval of any cable franchise agreement. Authorization for the public hearing was granted on June 2, 2026.

APPLICATION FOR CABLE FRANCHISE AGREEMENT

Submitted to the Commissioners of St. Mary's County, Maryland

By Verizon Maryland LLC

Date: May 20, 2026

BEFORE THE COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND

In the Matter of:

Application of Verizon Maryland LLC for a Cable Franchise Agreement to own, construct, operate, and maintain a Cable Television System within St. Mary's County, Maryland

I. INTRODUCTION

Pursuant to Section 4(a) of the St. Mary's County Cable Ordinance entitled "Cable Systems and Open Video Systems, St. Mary's County, Maryland", Ordinance No. 03-02 (the "Cable Ordinance"), Verizon Maryland LLC ("Verizon MD"), a limited liability company duly organized under the applicable laws of the State of Delaware, hereby submits this application to the Commissioners of St. Mary's County, Maryland (the "County"), for the grant of a nonexclusive cable franchise to own, construct, operate and maintain a cable television system within the incorporated areas of St. Mary's County, Maryland, excluding the corporate limits of the Town of Leonardtown, Maryland.

Verizon MD is a Title II common carrier under the Communications Act of 1934 (the "Act") with authority to construct, own, operate and maintain telecommunications facilities and to provide telecommunications services pursuant to the Act and the laws of the State of Maryland. As a common carrier under Title II of the Act, Verizon MD constructed and is constructing its fiber-to-the-premises ("FTTP") network as an upgrade to its existing telecommunications network to provide fiber-optic facilities directly to subscriber premises. In addition to telephone and broadband services, the FTTP network supports the provision of cable television services. By way of this application, Verizon MD respectfully requests that the Commissioners of the County grant it a nonexclusive cable franchise, as described herein, to provide cable television services using its existing and planned FTTP network.

II. APPLICANT INFORMATION (Section 4(c)(1) of the Cable Ordinance)

A. Corporate Identity and Organization

The applicant is Verizon Maryland LLC, a limited liability company organized and existing under the laws of the State of Delaware. Verizon MD's principal address is 12 West Street, Annapolis, Maryland 21401.

B. Ownership and Control

Verizon MD is a wholly owned subsidiary of Verizon Communications Inc. (“Verizon Communications”), one of the world’s leading providers of communications, technology, information, and entertainment products and services to consumers, businesses, and governmental agencies. Verizon Communications is publicly traded on the New York Stock Exchange under the ticker symbol “VZ” and is headquartered in New York, New York.

The 10 largest shareholders of Verizon Communications, including those with over 5% ownership, are set forth in Exhibit A.

C. Officers and Directors

The current officers and directors of Verizon MD are set forth in Exhibit B.

The current executive officers of Verizon Communications are:

<https://www.verizon.com/about/our-company/executive-bios>

The current directors of Verizon Communications are:

<https://www.verizon.com/about/investors/board-directors>

Additional information about Verizon Communications and ongoing updates as relates to officers and directors can be found in Verizon Communications’ filings with the Securities and Exchange Commission (“SEC”):

<https://www.verizon.com/about/investors/sec-filings>.

III. TECHNICAL QUALIFICATIONS (Section 4(c)(2) of the Cable Ordinance)

Verizon MD has the technical qualifications to own, construct, operate and maintain a cable television system within the County.

Utilizing its FTTP networks, Verizon MD operates cable systems in over 50 jurisdictions in the State of Maryland and has successfully done so for approximately 20 years. Verizon MD’s affiliates also operate cable systems in numerous other states, including California, Delaware, the District of Columbia, Connecticut, Florida, Indiana, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, Texas, and Virginia.

In addition to providing cable service, Verizon MD – through its predecessors – has provided communications services in Maryland for over 140 years, being a leader in technological innovation throughout that time. Verizon Communications, the parent company, has one of the largest FTTP systems in the United States and has been widely recognized for the quality of its technology. Verizon Communications also provides leading wireless services throughout the United States.

Verizon MD and its affiliates employ thousands of engineers and technical specialists. Key personnel for Verizon MD include Kevin Smith (Vice President – Technology Development and Planning) and Yolanda Stancil (Sr. Vice President Operations – Consumer & Mass Business

Markets). The following persons are authorized to act on behalf of Verizon MD with respect to this application:

- Karyl West, 199 Fulton Street, Hempstead, NY 11550, karyl.west@verizon.com
- Adrian Copiz, 1300 I Street NW, Washington DC 20005, adrian.copiz@verizon.com

IV. LEGAL QUALIFICATIONS (Section 4(c)(3) of the Cable Ordinance)

A. State Authority

Verizon MD is duly organized under the laws of the State of Delaware and is authorized to conduct business in the State of Maryland. Verizon MD holds all requisite authority from the Maryland Public Service Commission (“PSC”) to operate as a telephone company in Maryland. Specifically, Verizon MD is a telephone company regulated by the PSC with the statutory right to place facilities in the public rights-of-way in Maryland, including in the County, pursuant to Md. PUBLIC UTILITIES CODE Ann. § 5-410(b)(1) and § 8-103. As a PSC regulated telephone company, Verizon MD deployed its FTTP network within portions of the County. This FTTP network will also be used by Verizon MD to operate a cable system and provide cable service once authorized by the County through a cable television franchise agreement.

B. Federal Authority

Verizon is a common carrier under Title II of the Communications Act, as amended, which governs the provision of telecommunications services. In order to hold and operate a cable system within the County, federal law requires that Verizon MD obtain a franchise from the County. See 47 U.S.C. §541(b)(1). No federal franchise and/or waivers are required.

V. FINANCIAL QUALIFICATIONS (Section 4(c)(4) of the Cable Ordinance)

Verizon MD has the financial ability to own, construct, operate, and maintain the proposed cable system. Verizon MD has already deployed its FTTP telecommunications network, which will be used to operate a cable system in the County. As a subsidiary of Verizon Communications, a Fortune 500 company, Verizon MD has access to substantial capital resources. During 2025 Verizon Communications generated total operating revenue of \$138.2 billion and consolidated adjusted EBITDA of \$50 billion. Verizon Communications’ most recent annual report (Form 10-K), audited financial statements, and other relevant financial disclosures are available through its SEC filings and are incorporated herein by reference:

<https://www.verizon.com/about/investors/sec-filings>.

VI. PRIOR EXPERIENCE (Section 4(c)(5) of the Cable Ordinance)

As noted above, Verizon MD operates cable systems in over 50 jurisdictions in the State of Maryland and has successfully done so for approximately 20 years. Verizon MD’s affiliates also operate cable systems in numerous other states, including California, Delaware, the District of Columbia, Connecticut, Florida, Indiana, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, Texas, and Virginia.

VII. AREA TO BE SERVED (Section 4(c)(6) of the Cable Ordinance)

Verizon MD's proposed cable franchise agreement will include authorization to provide cable service within all of the incorporated areas of St. Mary's County, Maryland, excluding the corporate limits of the Town of Leonardtown, Maryland. There will be an Initial Service Area that includes the areas where Verizon MD will offer cable service as of the effective date of the franchise agreement. Those areas correspond with areas where Verizon MD is currently offering broadband services. See the County's map of broadband providers showing Verizon MD's area of coverage:

<https://stmarysmd.maps.arcgis.com/apps/instant/basic/index.html?appid=4ba909800b354041b0e57b42ef77a7f3>.

Any areas where cable service is offered beyond the Initial Service Area will be the Additional Service Area.

VIII. PHYSICAL FACILITIES (Section 4(c)(7) of the Cable Ordinance)

Verizon MD uses the FTTP network to provide cable television and other telecommunications services throughout specified portions of its telecommunications system. FTTP uses fiber-optic cabling and optical electronics to directly link homes to the Verizon MD network.

Although technical solutions may vary in the future, at the national level, two redundant "super" headends located in Temple Terrace, Florida and Bloomington, Illinois (each, a "SHE") serve as the national content receive points and limited content distribution points. The SHEs are strategically located to ensure compliance with technical and environmental requirements. Network redundancy and route diversity are extended from the SHE to the Video Hub Office ("VHO") when required.

The VHO serves as the local content receive point for regional programming, including local broadcast channels, public/educational/government access channels and emergency alert system messages.

The Video Serving Office ("VSO") is the final delivery point for cable television/video services to Fios TV subscribers. The cable system serving the County will have the capacity to support hundreds of channels via each VSO, including public/educational/government access channels.

IX. CONSTRUCTION AND LOCATION OF FACILITIES (Section 4(c)(8) of the Cable Ordinance)

Verizon MD has already deployed its FTTP network in portions of the County to provide telephone and broadband services. The FTTP network is located in the southeastern part of the County, roughly ranging from Lexington Park to St. Mary's City to near Point Lookout State Park as reflected in the County's map:

<https://stmarysmd.maps.arcgis.com/apps/instant/basic/index.html?appid=4ba909800b354041b0e57b42ef77a7f3>

At this time there are no construction plans to expand the FTTP network beyond where it is currently located; however, the proposed cable franchise agreement would authorize

Verizon MD, at its discretion, to offer cable television service in areas where it may deploy additional FTTP network within the County. Verizon MD will upgrade its telephone wire centers (located on private property) to enable the distribution of cable television services within the County. Costs associated with these upgrades are proprietary and confidential information.

X. CABLE-RELATED NEEDS (Section 4(c)(9) of the Cable Ordinance)

Verizon MD will support the cable-related needs of the County by including in its franchise agreement for the carriage of up to three public, educational and government access channels. Also, to be included in the franchise agreement, Verizon MD will provide the County with a grant of five thousand dollars (\$5,000) to go towards capital costs used in support of the production of public, educational and government access channel programming.

XI. FINANCIAL PROJECTIONS (Section 4(c)(10) of the Cable Ordinance)

Pursuant to Section 4(c)(16) of the Cable Ordinance (“The County may, at its discretion and upon request of an applicant, waive in writing the provision of any information required by this Section 4(c)”), Verizon MD requests a waiver of the requirement to provide pro forma projections for its future cable television operations in the County. Such information would include confidential and proprietary financial information that would put Verizon MD at a competitive disadvantage if it were made public.

XII. COMPETITION (Section 4(c)(11) of the Cable Ordinance)

The County currently has franchise agreements with Breezeline (formerly Metrocast) and Comcast. Verizon MD will bring competitive cable television service to the County, initially in an area roughly ranging from Lexington Park to St. Mary’s City to near Point Lookout State Park. There are sufficient public rights-of-way to accommodate multiple providers in the County and, as noted, Verizon MD has already deployed FTTP network in these areas and may deploy additional FTTP network within the County.

XIII. DECLARATION (Section 4(c)(14) of the Cable Ordinance)

The requisite declaration is attached as Exhibit C.

XIV. CERTIFICATE OF GOOD STANDING (Section 4(c)(15) of the Cable Ordinance)

The requirement to provide a certificate is waived by the County (email from Buffy Giddens to Adrian Copiz, dated May 12, 2026). Verizon MD’s active status is available at the Maryland State Department of Assessments and Taxation website:

<https://egov.maryland.gov/BusinessExpress/EntitySearch?searchAction=Search>

XV. CONCLUSION

Verizon MD possesses the financial, technical, and legal qualifications to own, construct, operate and maintain a cable television system in the County. Verizon MD will meet the cable-related needs of the County, including the provision of up to three public, educational and government

access channels as provided for in the cable franchise agreement, as well as a five thousand dollars (\$5,000) grant. Verizon MD's proposal to utilize fiber-optic technology will provide the residents and businesses of the County with access to a state-of-the-art cable service offering, while promoting competition and consumer choice in the provision of video services.

Verizon MD respectfully requests that the Commissioners of the County grant Verizon MD a cable franchise agreement as negotiated by Verizon MD and the County.

Respectfully submitted,

VERIZON MARYLAND LLC

By: _____

Name: Adrian Copiz

Title: Associate General Counsel

Date: May 20, 2026

EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A: Largest Shareholders of Verizon Communications Inc.

Exhibit B: Officers and Directors of Verizon Maryland LLC

Exhibit C: Declaration

EXHIBIT A

The 10 largest shareholders of Verizon Communications, including those with over 5% ownership, are the following:

1. The Vanguard Group, Inc. – 8.84%
2. Black Rock Fund Advisors – 4.93%
3. State Street Global Advisors – 3.73%
4. Charles Schwab Investment Management, Inc. – 2.55%
5. BlackRock Advisors LLC – 2.51%
6. Geode Capital Management LLC – 2.38%
7. Norges Bank Investment Management – 1.37%
8. America Movil S.A.B. de C.V. – 1.37%
9. GQG Partner LLC – 1.15%
10. Northern Trust Investments, Inc. – 1.06%

EXHIBIT B

The officers of Verizon Maryland LLC are the following:

Bolla, Laure	Vice President – Taxes
Bua, Marissa	Vice President – Taxes
Buggs, Latanya	Regional President – Consumer & Mass Business Markets
Chu, Raymond	Vice President – Taxes
Cox, Pam	Environmental Health and Safety Officer
Cronin, Richard, IV	Assistant Controller
Czapka, Lisa	Controller
Desai, Chirag	Assistant Secretary
Gibson, Brett	Director Security
Kennedy, Brian	Vice President
Kennedy, Christopher	Director Security
Krohn, Scott	Senior Vice President & Chief Financial Officer
Lee, Jia	Vice President and Treasurer
Lewis, Anthony	Vice President
Martin, Casey	Vice President – Taxes
McGee, Todd	Vice President – Taxes
Meadows, Brandon	Director Security
Mirabella, Kimberly	Chief Executive Officer and President
Moskal, Chris	Director Security
Parascandolo, Salvatore	Assistant Treasurer
Pinto, Careen	Vice President – Taxes
Poduri, Radhika	Vice President – Taxes
Prew, Stephen	Vice President – Taxes
Ransegnola, Jon	Assistant Treasurer
Romano, Gregory	Vice President, General Counsel, and Secretary
Saharko, Peter	Vice President – Regulatory
Schlock, Timothy	Vice President and Assistant Treasurer
Smith, Kevin	Vice President – Technology Development and Planning
Stancil, Yolanda	Sr. Vice President Operations – Consumer & Mass Bus. Markets
Stanley, Henry	Director Security
Stratton, Laura	Vice President – Taxes
Trotman, Willie	Vice President – Taxes
Valdez, Paula	Assistant Secretary
Van Sadars, William	Vice President – Taxes
Vinci, Susan	Vice President
Zorzi, Christopher	Vice President – Taxes

The directors of Verizon Maryland LLC are the following:

Lewis, Anthony
Mirabella, Kimberly
Romano, Gregory

EXHIBIT C

Declaration

CABLE FRANCHISE AGREEMENT
BETWEEN
THE COMMISSIONERS OF
ST. MARY'S COUNTY, MARYLAND
AND
VERIZON MARYLAND LLC

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into [DATE] by and between the COMMISSIONERS OF ST. MARY’S COUNTY, a body corporate and politic, and existing subdivision of the State of Maryland (the “Local Franchising Authority” or “LFA”), and VERIZON MARYLAND LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the LFA is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and the LFA is authorized to grant one (1) or more nonexclusive cable franchises to operate a Cable System within the LFA pursuant to Title VI of the Communications Act;

WHEREAS, the LFA wishes to grant the Franchisee a nonexclusive franchise to own, construct, operate, and maintain a Cable System in the LFA as designated in this Franchise;

WHEREAS, the Franchisee has installed a Fiber to the Premise Telecommunications Network (“FTTP Network”) that occupies the Public Rights-of-Way within the LFA for the transmission of Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether the grant of a nonexclusive franchise to the Franchisee to provide Cable Service in the LFA is consistent with the public interest;

WHEREAS, the LFA has found the Franchisee to be financially, technically and legally qualified to operate the Cable System and has identified the LFA’s future cable-related needs and interests in accordance with applicable law;

WHEREAS, following good faith negotiations between the parties, the LFA and the Franchisee have agreed on the terms for a franchise agreement under which the Franchisee will operate its Cable System in the LFA; and

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

NOW, THEREFORE, in consideration of the LFA’s grant of a franchise to the Franchisee, the Franchisee’s promise to provide Cable Service to residents of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that the Franchisee shall make available to the LFA without charge for public, educational and/or governmental use for the transmission of Video Programming as directed by the LFA.

1.2 *Additional Service Area*: Shall mean any portion of the LFA added pursuant to Subsection 3.1.2 of this Agreement.

1.3 *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.

1.4 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the PEG Channel required by this Franchise.

1.5 *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), as may be amended, which currently states: “(A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.”

1.6 *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), as may be amended, which currently states: “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [T]itle II of this Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility systems.”

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states: “a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the [FCC] by regulation).”

1.8 *Communications Act*: The Communications Act of 1934, as may be amended.

1.9 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of the Franchisee's Cable System or Cable Service operations in the LFA.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee's affairs.

1.11 *Customer Service Standards*: The standards for customer service as set forth in Exhibit A.

1.12 *Educational Access Channel*: An Access Channel available for the use of the local schools in the LFA.

1.13 *Effective Date*: Shall mean the later of the date on which both parties sign this Agreement.

1.14 *EG*: Educational or Government.

1.15 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Fiber to the Premise Telecommunications Network or FTTP Network*: The Franchisee's network that transmits Non-Cable Services pursuant to the authority granted under the laws of the State of Maryland and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement, and which provides Cable Services from the operation of a Cable System.

1.17 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to, the following: severe or unusual weather conditions; labor strikes and slowdowns; war or act of war (whether an actual declaration of war is made or not); insurrection, riots, or act of public enemy, including terrorist attacks; orders of the government of the United States or the State of Maryland; actions or inactions of any government instrumentality or public utility other than the Franchisee (including condemnation to the extent not foreseeable); major accidents for which the Franchisee is not responsible; fire, flood, epidemics, pandemics, public health emergencies, or other acts of God; or work delays caused by waiting for utility providers to service utility poles to which the Franchisee's FTTP Network is attached and the unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.18 *Franchisee*: Verizon Maryland LLC, and its lawful and permitted successors, assigns, and transferees.

1.19 *Government Access Channel*: An Access Channel available for the use of the LFA for governmental purposes.

1.20 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Service Area including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenues from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;
- (14) revenues from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.19.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR Cable Services;
- (18) regional sports programming fees;
- (19) broadcast retransmission fees;

- (20) late payment fees;
- (21) NSF check charges;
- (22) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Service Area; and
- (23) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with Subsection 1.20.8 below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.19(13) and 1.19(15) above, is based upon the ratio of the number of the Franchisee's Subscribers in the Service Area as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Maryland. The Franchisee has 100 Subscribers in the Service Area, 500 Subscribers in Maryland, and 1,000 Subscribers nationwide. Gross Revenue as to the LFA from Ad "A" is ten percent (10%) of the Franchisee's revenue therefrom. Gross Revenue as to the LFA from Ad "B" is twenty percent (20%) of the Franchisee's revenue therefrom.

Gross Revenue shall not include:

- 1.20.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;
- 1.20.2 Bad debts written off by the Franchisee in the normal course of its business; provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;
- 1.20.3 Refunds, rebates, or discounts made to Subscribers or other third parties;
- 1.20.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that is classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.20.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee 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);

1.20.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person including, without limitation, employees of the Franchisee and public institutions or other institutions designated in this Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.20.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.20.10 Program launch fees; and

1.20.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing.

1.21 *High Definition* or *HD*: Format for digital television transmission with video transmitted in at least a 16:9 aspect ratio with a resolution of at least 720p or 1080i.

1.22 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24), as may be amended, which currently states: "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

1.23 *Initial Service Area*: All portions of the LFA where Cable Service is being offered as of the Effective Date.

1.24 *Internet Access*: Broadband access service that enables Subscribers to access the Internet.

1.25 *Local Franchising Authority or LFA*: The incorporated area (entire existing territorial limits) of St. Mary's County and such additional areas as may be included in the corporate (territorial) limits of St. Mary's County excluding the corporate limits of the Town of Leonardtown during the term of this Franchise.

1.26 *Non-Cable Services*: Any service that is not a Cable Service as defined herein including, but not limited to, Information Services and Telecommunications Services.

1.27 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the 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. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.28 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.29 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other wireless communications or broadcast services.

1.30 *Service Area*: All portions of the LFA where Cable Service is offered.

1.31 *Service Interruption*: The loss of picture or sound on one (1) or more cable Channels.

1.32 *Standard Definition or SD*: Format for digital television transmission with video transmitted in a 4:3 aspect ratio with a resolution of at least 480i.

1.33 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.34 *Telecommunications Facilities*: The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.35 *Telecommunications Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as may be amended, which currently states: "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.36 *Title II*: Title II of the Communications Act, Common Carriers, as may be amended, which governs the provision of Telecommunications Services.

1.37 *Title VI*: Title VI of the Communications Act, Cable Communications, as may be amended, which governs the provision of Cable Services by the Franchisee.

1.38 *Transfer of the Franchise*:

1.38.1 Any transaction in which:

1.38.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one (1) Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.38.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.38.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.38.2 Notwithstanding Subsection 1.38.1 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in this Franchise or the rights held by the Franchisee under this Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.39 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as may be amended, which currently states: “programming provided by, or generally considered comparable to programming provided by, a television broadcast station.”

1.40 *Video Service Provider or VSP*: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA. A VSP shall include any entity that provides Cable Services or Video Programming services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, the LFA hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the LFA. No privilege or power of eminent domain is bestowed or waived by this grant or by this Agreement.

2.2 *The LFA’s Regulatory Authority*: The parties recognize that the Franchisee’s FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the LFA over the Franchisee’s Telecommunications Facilities is governed by federal and state law, and the LFA will not assert jurisdiction over the Franchisee’s

FTTP Network in contravention of those laws. Therefore, as provided in Section 621(b)(3)(A) of the Communications Act, 47 U.S.C. § 541(b)(3)(A), the LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network uses the Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the LFA may have under federal and state law with respect to the FTTP Network facilities. Any temporary removal of FTTP Network equipment in an emergency or disconnection and relocation of FTTP Network facilities as required by the LFA by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason not related to public health, safety, and welfare, is governed by applicable federal, State, and LFA statutes, regulations, and permits governing Franchisee's FTTP Network facilities.

2.3 *Term:* This Agreement shall become effective on the Effective Date as defined in Section 1.13 above. The initial term of this Franchise shall be five (5) years from the Effective Date, unless the Franchise is earlier terminated by the Franchisee or LFA pursuant to the terms of Section 2.4 of this Agreement or is revoked by the LFA pursuant to Section 14.4 of this Agreement.

2.4 *Extension Options:* The Franchisee shall have two (2) successive options to extend this Agreement for additional periods of five (5) years each (each, an "Extension"). Each Extension shall be exercised, at the sole discretion of the Franchisee, upon the Franchisee providing the LFA with written notice of extension at least thirty (30) days prior to the expiration of the then-current term.

2.5 *Termination Generally:* Notwithstanding any provision herein to the contrary and acknowledging the LFA's right to revocation under Section 12.4 herein, the Franchisee may terminate this Franchise and all obligations hereunder at any time during the term, including during any Extension(s) of the term, of this Franchise for any reason, in the Franchisee's sole discretion, upon six (6) months' written notice to the LFA.

2.6 *Modification Based on VSP Requirements; Competitive Equity:*

2.6.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization with a VSP to provide Video Programming services to residential subscribers in the LFA and the franchise, agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise, then the Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of the Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between the Franchisee and such other VSP(s).

2.6.2 The Franchisee's notice pursuant to Subsection 2.5.1 shall specify either the change in law or the lesser burden in an authorization to a competitive VSP and the resulting change in obligations. The Franchisee shall respond to reasonable information

requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law or the alleged lesser burden.

2.6.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by the Franchisee, the Franchisee shall, at any time and in its sole discretion, have the option of exercising either of the following actions:

2.6.3.1 if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.6.3.2 submitting the matter to mediation by a mutually-acceptable mediator.

2.7 *Grant Not Exclusive:* This Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.8 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.9 *No Waiver:*

2.9.1 The failure of the LFA on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.9.2 The failure of the Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance by the Franchisee, nor shall it excuse the LFA from performance, unless such right or performance has been specifically waived in writing.

2.10 *Construction of Agreement:*

2.10.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

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

2.10.3 Should any change to federal, state or local law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for the Franchisee to continue the provision of Cable Services in the LFA, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the LFA of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to this Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the LFA. The LFA shall not subject the Franchisee to any ordinances or regulations that are in material conflict with this Franchise. If the LFA exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for the Franchisee to continue the provision of Cable Services in the LFA, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the LFA's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the LFA's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.12 *Compliance with Federal and State Privacy Laws:* The Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. § 551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, the Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.13 *Permits:* Nothing herein shall be construed to limit the LFA's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Initial Service Area:* Subject to the issuance of all necessary permits by the LFA, the Franchisee shall offer Cable Service to all residential households in the Initial Service Area, and may make Cable Service available to businesses in the Initial Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the LFA; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee

cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings or other residential dwelling units where the Franchisee determines, at its sole discretion, that providing such Cable Service is not commercially reasonable; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.2 *Additional Service Areas:* The Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the LFA during the term of this Franchise or any renewals thereof. If the Franchisee desires to add Additional Service Areas within the LFA, the Franchisee may do so at its sole discretion.

3.2 *Availability of Cable Service:* The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from the county or a Subscriber that requests such connection, no more than the actual costs incurred for the portion of a residential dwelling unit connection that exceeds two hundred (200) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

4. SYSTEM FACILITIES

4.1 *Technical Requirements:* The Cable System shall meet or exceed all applicable technical performance standards of the FCC, any other future applicable technical performance standards, the National Electrical Safety Code, the National Electrical Code and any other applicable federal laws and the laws of the State of Maryland to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall be designed and operated as an active two-way system that allocates sufficient bandwidth to deliver reliable two-way Cable Services.

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the LFA. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be 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 of licensed FCC operators.

4.5 *Standby Power:* The Cable System shall incorporate equipment capable of providing continuous standby powering of the System during any commercial utility power outage.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC and the State of Maryland with respect to the operation of an Emergency Alert System (“EAS”) and with applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. EG SERVICES

5.1 EG Channel Set Aside:

5.1.1 In order to ensure universal availability of Educational and Government Access programming, the Franchisee shall reserve on the Basic Service tier capacity for three (3) Educational and Government Access Channels (“EG Channels”) for exclusive use by the LFA or its designee. The EG Channels shall be used for community programming related to educational and/or governmental activities. The LFA shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. The Franchisee shall maintain in good working order the video link(s) and equipment necessary to transmit the EG Channel signals to the channel aggregation site for further processing and distribution to Subscribers. The Franchisee shall maintain the EG Channels and video link(s) in accordance with FCC technical specifications that are comparable to the specifications used to maintain commercial Channels transmitted to Subscribers on the Cable System, except that the Franchisee shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

5.1.2 The LFA and the Franchisee will comply with all laws and regulations related to use of the EG Channels. The parties agree that the Franchisee shall retain the right to utilize such reserved PEG Channel capacity, in its sole discretion, during the term of this Franchise until such time as the LFA notifies the Franchisee in writing of its desire to begin using the PEG Channel pursuant to Subsection 5.1.3 below.

5.1.3 The LFA may obtain from the Franchisee, within one hundred twenty (120) days of the receipt of written notice from the LFA, three (3) EG Channels as identified in Subsection 5.1.1 for exclusive use by the LFA or its designee. Such notification shall constitute authorization to the Franchisee to transmit such EG Channel programming within and without the LFA. The Franchisee shall assign the EG Channel numbers to the extent such Channel number assignment does not interfere with the Franchisee’s existing or planned Channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make or change such EG Channel number assignment, in its sole discretion, upon at least thirty (30) days’ written notice to the LFA. If the EG Channels provided under this

Article 5 are not being utilized by the LFA, or if the LFA ceases to use the EG Channel(s) during the term of this Franchise, the Franchisee may utilize such EG Channel capacity, in its sole discretion, until such time as the LFA elects to utilize the EG Channel(s) for its intended purpose. In the event the LFA decides to exercise its right to use previously de-activated EG Channel capacity, the LFA shall provide the Franchisee with written notice and the Franchisee shall re-activate the EG Channel(s) within ninety (90) days of receipt of the written request from the LFA.

5.2 *EG Channel Equipment and Programming:* The LFA and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation point and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by the Franchisee in stereo cablecast by the Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the LFA or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the LFA's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The LFA and the Franchisee shall work together in good faith to resolve any connection issues. If the LFA issues a franchise to, or renews a franchise with, a competing cable operator, the competing cable operator may not connect its system to the Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on the Franchisee's System without the Franchisee's prior written consent.

5.3 *Interconnection for EG Channel Programming:* The Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is not pursued, for purposes of providing the EG Channels, no earlier than six (6) months after written notice by the LFA to activate the EG Channels, subject to the provisions of Section 3.1 and so long as such location(s) are within the Initial Service Area, the LFA may require the Franchisee to provide a video link, without charge to the LFA, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting such EG Channel programming. The Franchisee shall maintain the fiber connection to such origination location in good working order and without any charge to the LFA. Alternatively, in coordination with Franchisee and its technical specifications, including use of a public static IP address by the LFA, the LFA will deliver the EG programming to Franchisee via the LFA's own broadband connection using Secure Reliable Transport (SRT) or other comparable broadband video delivery technology as designated by the Franchisee. Such EG programming delivery will be the LFA's responsibility, including any broadband costs and compliance with terms of service of the internet service provider. The Franchisee shall not be obligated to provide the LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

5.4 *EG Channel Relocation:* The LFA shall have the right to relocate the location where its PEG Channel programming originates after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming as follows: (i) the Franchisee's obligation shall be subject to the same conditions that apply to the EG Channel origination sites as set forth in this Article 5;

(ii) the LFA shall provide access to such site at least ninety (90) days prior to the LFA's anticipated use of the relocated EG Channel origination site; and (iii) the LFA shall reimburse the Franchisee for the actual costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator. Said relocation shall be undertaken within ninety (90) days of the LFA both: (A) providing a written request therefore, and (B) meeting the conditions set forth above.

5.5 *High Definition PEG Channel:* The LFA may make a written request to activate a EG Channel, or to upgrade/replace an existing Standard Definition ("SD") EG Channel, to be broadcast in High Definition ("HD"). The Franchisee shall carry all components of the HD PEG Channel signals that are provided by the LFA or its designee including, but not limited to, video, audio, stereo, closed captioning, and other elements associated with the programming. Upon receipt of the LFA's written request, the Franchisee shall make the HD EG Channel available to the LFA or the EG Channel designee within one hundred twenty (120) days if the HD EG Channel is an initial activation or within two hundred seventy (270) days if the HD EG Channel is an upgrade/replacement of an existing SD PEG Channel. If applicable, the LFA shall include in the written notice a statement of the existing EG Channel number assignment on the Franchisee's Cable System and the originating location of the EG Channel programming. The HD EG Channel will be assigned a new Channel number on the Franchisee's Channel line-up. To the extent permitted by law, the Franchisee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD EG Channel programming.

5.5.1 All programming content for the HD EG Channel shall be transmitted to the Franchisee in HD-SDI format with a resolution of 720p or 1080i. The LFA expressly acknowledges that an HD EG Channel may not be available at all times during the term of this Agreement on the Franchisee's Basic Service tier and that in order to view the HD EG Channel, a Subscriber may be required to upgrade equipment at an additional charge. The Franchisee shall have the right to discontinue provision and reclaim the bandwidth of the Standard Definition Access Channel ninety (90) days after the launch of the HD EG Channel as required by this Section 5.5.

5.6 *Indemnity for EG Services:* The LFA shall require all local producers and users of any of the PEG facilities or the PEG Channel to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the LFA 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 regarding a PEG Channel programming facility, not including the FTTP Network, or PEG Channel or PEG Channel programming, including 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. The LFA may establish rules and procedures for use of PEG Channel facilities consistent with applicable laws and regulations. Notwithstanding the foregoing, the LFA shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.7 *EG Capital Grant:* The Franchisee shall provide a grant to the LFA to be used for capital costs used in support of the production of local EG Channel programming (“EG Grant”). The LFA shall ensure the use of the EG Grant is consistent with federal law. The EG Grant provided by the Franchisee hereunder shall be in the amount of five thousand dollars (\$5,000). Such EG Grant is to be paid to the county within one hundred and twenty (120) days of the Effective Date. Pursuant to federal law, such EG Grant shall not be offset against franchise fees remitted or due to the County. If requested in writing, the LFA shall provide the Franchisee with a complete accounting of the distribution of the PEG Grant funds paid by the Franchisee.

5.8 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of PEG Channel services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542, 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, the Franchisee may externalize, line-item, or otherwise pass through interconnection and EG Grant costs to Subscribers.

6. **FRANCHISE FEES**

6.1 *Payment to the LFA:* The Franchisee shall pay to the LFA a franchise fee of five percent (5%) of annual Gross Revenue (or such higher amount up to five percent (5%) as is paid to the LFA by other Cable Service providers). In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, along with interest at six percent (6%) of the amount from the date such underpayment was due, and shall credit any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances. If the LFA issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee than is required by this Agreement, the LFA shall provide the Franchisee with written notice of such issuance or renewal and the percentage of the Franchisee’s franchise fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each franchise fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any franchise fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The LFA may conduct a franchise fee review or audit of the Franchisee's books and records pertaining directly to the Franchisee's payment of franchise fees to the LFA no more than once every three (3) years during the term of this Franchise. Any audit shall be initiated through written notice to the Franchisee by the LFA, and the LFA or any auditor employed by the LFA shall submit its request for records within forty-five (45) days of the LFA's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the LFA or its designated auditor identifies reasonable follow-up records that are necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1 below, and execution of a non-disclosure agreement with the LFA or an auditor employed by the LFA, all records requested by the LFA for such audit shall be made available to the LFA or its auditor within forty-five (45) days of the LFA's request for documents. All records shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication.

6.4.2 Any audit conducted by the LFA or auditor employed by the LFA shall be completed within one hundred twenty (120) days of receipt of all documents identified in the request for records submitted pursuant to Subsection 6.4.1, or by such other date as is mutually agreed to by the parties. If upon completion of the audit, the LFA does not make a claim for additional payments, then the LFA shall provide the Franchisee with written documentation of closure of the audit within forty-five (45) days from the date the audit is completed. The LFA's claim for additional franchise fee payments shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the LFA or its auditor or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the franchise fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to eight thousand dollars (\$8,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the LFA within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the LFA together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the LFA that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula, e.g., payment based on an underpayment of franchise fees, if any.

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. If the Franchisee bundles Cable Services with Non-Cable Services, the Franchisee agrees

that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments due under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. CUSTOMER SERVICE

Customer Service Standards to be complied with by the Franchisee are set forth in Exhibit A. Such standards may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records:* Upon written notice to the Franchisee, the LFA shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the LFA at any time during Normal Business Hours to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of this Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the LFA. Within thirty (30) days of the LFA's written notice, all records requested by the LFA shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor to disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the LFA. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide a written explanation as to the reason it is claimed to be confidential or proprietary. The LFA shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents of the LFA that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required:* The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months. Complaints recorded will not be limited to Complaints requiring an employee service call.

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit A) for a period of forty-eight (48) months.

8.2.3 Records of Service Calls for repair and maintenance (as set forth in the Customer Service Standards attached as Exhibit A) for a period of forty-eight (48) months.

8.2.4 Records of installation/reconnection and requests for service extension (as set forth in the Customer Service Standards attached as Exhibit A) for a period of forty-eight (48) months.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance:

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and three million dollars (\$3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the LFA.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage covering all owned, non-owned, and hired vehicles.

9.1.1.3 Workers' Compensation Insurance in compliance with the statutory requirements of the State of Maryland and Employers' Liability Insurance in the following amounts: (i) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (ii) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) each employee; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The LFA shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice from its insurer, the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required insurance.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the State of Maryland, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

9.2 Indemnification:

9.2.1 The Franchisee agrees to indemnify, save, hold harmless, and defend the LFA, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part

from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the LFA shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and the Franchisee's own attorney's fees. The LFA shall give the Franchisee timely written notice of the LFA's request for indemnification within (i) thirty (30) days of receipt of a claim or action pursuant to this subsection or (ii) ten (10) days following service of legal process on the LFA or its designated agent of any action related to this subsection. The LFA agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the LFA for any damages, liability, or claims resulting from, and the LFA shall be responsible for, the LFA's own acts of willful misconduct or the willful misconduct of its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in Subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA 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 LFA, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the 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 proposed settlement include the release of the LFA, and the LFA does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

10. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior written consent of the LFA, provided that such consent shall not be unreasonably conditioned or withheld. 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 the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.39 above.

11. RENEWAL OF FRANCHISE

The LFA and the Franchisee agree that any proceedings undertaken 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. § 546.

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 *Notice of Noncompliance:* If at any time the LFA believes that the Franchisee has not complied with the terms of this Franchise, the LFA shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a

reasonable time, the LFA shall then notify the Franchisee in writing of the nature of the alleged noncompliance (for purposes of this Article 12, the “Noncompliance Notice”). If the LFA does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the LFA hereunder or pursuant to applicable law.

12.2 *The Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the LFA in writing, if the Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the LFA of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

12.2.1 *Liquidated Damages:* After the time periods set forth in Sections 12.1-12.2 above, in the event that the LFA finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner, the Franchisee agrees that the LFA may recover liquidated damages from the Franchisee in the amount of two hundred and fifty dollars (\$250) per day for each day a violation of a material term continues; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the LFA agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the LFA shall provide the Franchisee with written notice that it intends to impose the liquidated damages remedies set forth herein. If the LFA elects to recover liquidated damages, the LFA agrees that such recovery shall be its exclusive remedy for the time period for which liquidated damages are assessed; provided, however, that once the LFA has ceased to assess its liquidated damages remedies as set forth in Subsection 12.3.1 below, it may pursue other available remedies. The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Sections 12.1-12.2. Except as otherwise provided herein, any liquidated damages assessed pursuant to this Section 12.3 shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.3 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the LFA determines that the Franchisee is in default of any provision of this Franchise, the LFA may:

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

12.3.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.4 below.

12.4 *Revocation:* Should the LFA seek to revoke this Agreement after following the procedures set forth in Sections 12.1-12.2 above, the LFA shall give written notice to the

Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection.

12.4.1 If mutually agreed upon resolution has not been reached following the sixty (60) day notice period referenced in 12.4 above, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing, and thereafter the LFA shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The LFA shall also determine whether it will revoke this Franchise based on the information presented or, in the discretion of the LFA, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke this Franchise, the LFA shall promptly provide the Franchisee with a written determination setting forth the LFA's reasoning for such revocation and establish a public hearing to revoke the Franchise. Franchisee will be provided rights to fully participate in the public hearing, including the rights to be represented by legal counsel, to introduce relevant evidence and require the production of evidence, and to question and/or cross-examine witnesses. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense. If, after the public hearing, the LFA revokes the Franchise, the Franchisee may appeal such written determination of the LFA to an appropriate court of competent jurisdiction in Maryland, which will have the power to review the determination of the LFA consistent with applicable law. The Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties:* In any action by the LFA or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

13.3 *Preemption:* In the event that a change in federal or state law or regulation preempts or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted or limited, but only to the extent and for the time required by such law or regulation. In the event such federal or state law or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted or limited is no longer preempted or limited, 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 LFA.

13.4 *Force Majeure:* The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, 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 event.

13.5 *Good Faith Error:* The parties hereby agree that it is not the LFA's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers or the LFA, or where strict performance would result in practical difficulties and hardship being placed upon the Franchisee that outweigh the benefit to be derived by Subscribers and/or the LFA.

13.6 *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

13.7 *Notices:* Unless otherwise expressly stated herein, notices required under this Franchise 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.

13.7.1 Notices to the Franchisee shall be mailed to:

Latanya Buggs
Regional President – Consumer & Mass Business Markets
Verizon Maryland LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

With a copy to:

Verizon
One Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah E. Lyzak, Vice President and Deputy General Counsel

13.7.2 Notices to the LFA shall be mailed to:

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

With a copy to:

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

13.8 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the LFA and supersedes all prior or contemporaneous

agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the LFA that conflict with the provisions of this Agreement are superseded by this Agreement.

13.9 *Amendments:* Amendments or modifications to this Agreement shall be mutually agreed to in writing and signed by the parties.

13.10 *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.

13.11 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of this Franchise.

13.12 *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.

13.13 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI of the Communications Act or the PEG service requirements set out in this Agreement.

13.14 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any Channels being received on their television sets.

13.15 *Independent Review:* The LFA and the 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 this Agreement.

13.16 *No Third Party Beneficiaries:* Except as expressly provided herein, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts*: This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterparts.

13.18 *Choice of Law*: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict-of-laws or choice-of-law principles.

13.19 *Jurisdiction and Venue*: Any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the State of Maryland, and each party irrevocably submits to the personal jurisdiction and venue of such courts and waives any objection thereto, including any claim of inconvenient forum.

13.20 *Sovereign Immunity*: Nothing in this Agreement shall be deemed or construed to waive or limit the sovereign immunity of the County or its officers, agents, or employees, as provided under the Local Government Tort Claims Act, Md. Code Ann., *Cts. & Jud. Proc.* §§ 5-301 et seq., or any other applicable provision of Maryland law. The County's liability, if any, arising out of or relating to this Agreement shall be limited to the extent permitted by the Local Government Tort Claims Act and other applicable law, and no provision of this Agreement shall be interpreted to require the County to indemnify, defend, or hold harmless any party in a manner inconsistent with Maryland law or in excess of statutory limits.

[SIGNATURE PAGE FOLLOWS]

COMMISSIONERS OF ST. MARY’S COUNTY, MARYLAND

By: _____

Print: James R. Guy

Title: Commissioners President

Date: _____

VERIZON MARYLAND LLC

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT

Exhibit A – Customer Service Standards

EXHIBIT A

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Service Area.

SECTION 1: DEFINITIONS

A. **Respond**: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. **Significant Outage**: A Significant Outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. **Service Call**: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Standard Installation**: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers and/or residents in the Service Area regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to Subscriber telephone inquiries during the Franchisee's Normal Business Hours. Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained Franchisee representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g., administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electrical Code, and the National Electrical Safety Code including, but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the Subscriber's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding Subscriber requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the Subscriber's premises.

C. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour time block scheduled during Normal Business Hours. 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. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician 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. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the LFA and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt Cable Service.

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

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area, and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem, and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection 4.C. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue upon Subscriber request a credit in an amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. The Franchisee may provide all notices identified in this Section 4 electronically or on-screen.

SECTION 5: SUBSCRIBER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber Complaints referred by the LFA within seventy-two (72) hours of receipt. The Franchisee shall notify the LFA of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial Complaint. The LFA may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s Complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of delivery of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

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

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing Complaints received from Subscribers within five (5) business days of receipt of the Complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon written request.

G. The LFA hereby requests that the Franchisee omit the LFA's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION/DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, refusal to provide credit history information, or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section 9 shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Subsection 9.E. if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

RESOLUTION

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

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission, §§ 1-708, 5-204 , 10-312. of the *Local Government Article* of the *Annotated Code of Maryland*, and St. Mary's County Resolution 03-02, St. Mary's County (hereinafter "the County") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the County's jurisdiction; and

WHEREAS, Verizon Maryland LLC (hereinafter "Franchisee") has submitted an application to the Commissioners of St. Mary's County for the grant of a nonexclusive cable franchise to own, construct, operate, and maintain a Cable Television System within the incorporated areas of the County, excluding the corporate limits of the Town of Leonardtown, Maryland; and

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

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

WHEREAS, on June 2, 2026, staff presented for discussion to the Commissioners of St. Mary's County the proposed "Cable Franchise Agreement between the Commissioners of St. Mary's County, Maryland and Verizon Maryland LLC " (hereinafter the "Cable Franchise Agreement"); and

WHEREAS, the Commissioners of St. Mary's County held a public hearing on July 14, 2026 pursuant to notice published in *The Southern Maryland News*, a newspaper of general circulation in St. Mary's County, on June 26, 2026 and July 3, 2026 to receive comments on the proposed Cable Franchise Agreement between the County and the Franchisee; and

WHEREAS, after negotiations, the Franchisee and the County have agreed, pursuant to applicable law, on the terms of a Cable Franchise Agreement, attached hereto as Exhibit "A" and hereby incorporated herein by reference, which serves the best interests of the public's health, safety and welfare.

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting the cable franchise agreement negotiated between the County and Franchisee; and

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

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

SECTION I. Subject to the terms and conditions of the attached Franchise Agreement and Ordinance 03-02, the County hereby grants the Franchisee the right to own, construct, reconstruct, operate and maintain a cable system to provide cable services along the public rights-of-way within the County's franchise authority specified therein.

SECTION 2. The attached Cable Franchise Agreement between the County and Franchisee is hereby authorized and approved, and the President of the Commissioners of St. Mary's County is hereby authorized and directed to execute all documents necessary to effectuate the Cable Franchise Agreement.

SECTION 3. In the event any portion of this Resolution or the Cable Franchise Agreement is found to be unconstitutional, illegal, null or void it is the intent of the Commissioners of St. Mary's County to sever only the invalid portion or provision, and that the remainder of the Resolution shall be enforceable and valid.

SECTION 4. The foregoing recitals are adopted as if fully rewritten herein.

SECTION II. This Resolution shall be effective upon the effective date written below.

Those voting Aye: _____

Those voting Nay: _____

Those Abstaining: _____

Date of Adoption: _____

Effective Date: _____

Requested by: Department of Information Technology

**Subject: Authorizing Execution of a
Cable Franchise Agreement between
Commissioners of St. Mary's County and
Verizon Maryland, LLC**

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ATTEST:

COMMISSIONERS OF ST. MARY'S COUNTY

David A. Weiskopf
County Administrator

James R. Guy, Commissioner President

Michael R. Alderson, Jr., Commissioner

Approved as to form and legal
sufficiency:

Eric Colvin, Commissioner

Buffy Giddens
County Attorney

Michael L. Hewitt, Commissioner

Scott R. Ostrow, Commissioner