



TOWN OF BLADENSBURG COUNCIL MEETING | OCTOBER 14, 2024

October 14, 2024, at 7:00 PM

4229 Edmonston RD, Bladensburg, MD 20710

AGENDA

Public Access Virtual via live stream of the Town's Facebook and YouTube pages:

<https://www.youtube.com/channel/UCoflhVTBelD3c9oH8GYSW0g>

<https://www.facebook.com/Bladensburgmd>

1. **Call to Order – 1 minute**
2. **Opening Prayer – 2 minutes**
3. **Pledge of Allegiance – 1 minute**
4. **Approval of Agenda – 1 minute**
5. **Presentations – 10 minutes**
 - A. Congressman Glenn Ivey Office Presentation | Joseph Pruden
 - B. Bladensburg Police Department | Promotions - Chief Tyrone Collington
 - Sergeant Ryan Harris
 - Sergeant Mahir Ayoub
 - Corporal Darryl Thompkins
6. **Approval of Minutes – 3 minutes**
 - [A.](#) Town Council Meeting Minutes | September 9, 2024
 - [B.](#) Town Council Closed Session Summary | September 12, 2024
 - [C.](#) Town Council Closed Session Summary | September 24, 2024
7. **Public Comments- 3 minutes each**
8. **Financial Business – 5 minutes**
 - [A.](#) **Ordinance 04-2025** | An ordinance to enact the Fiscal Year 2025-2026 Budget Process

9. New Business

- A. Ordinance 03-2025** | AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE TOWN OF BLADENSBURG GRANTING A RENEWAL OF THE CABLE FRANCHISE TO COMCAST OF MARYLAND, LLC, AND AUTHORIZING A FRANCHISE AGREEMENT – **5 minutes**
- B. Resolution 03-2025** | A Resolution authorizing the Town Administrator to apply to Prince George’s County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 51 for Infrastructure Projects. – **3 minutes**
- C. Resolution 04-2025** | A RESOLUTION authorizing the Town Administrator to apply to Chesapeake Bay Trust (CBT) on behalf of the Town of Bladensburg for the Prince George’s County Stormwater Stewardship Grant Program is funding for Town Projects– **3 minutes**
- D. Resolution 05-2025** | A Resolution authorizing the disposition of surplus vehicles– **5 minutes**
- E. Contract Approval** | Approval of a Contract with CRS Roofing Services for roof repairs to Town Hall and the Code Enforcement Building –in an amount not to exceed \$48,650.00 – **3 minutes**
- F. Board of Supervisors of Elections (BOSOE) Update** | Election 2025 – **10 minutes**
- G. America in Bloom** | 2024 Evaluation Report – **3 minutes**
- H. Bostwick House Update** | October 2024– **3 minutes**
- I. COG Update** | October 2024– **2 minutes**
- J. Legislative Priorities 2025 Update** | October 2024– **3 minutes**

10. Staff Reports (3 minutes each)

Treasurer; Public Safety and Code Enforcement; Town Clerk; Public Works; Town Administrator

11. Mayor and Council Reports (3 minutes each)

Council Member Brown – Ward 1
Council Member Dixon – Ward 1
Council Member McBryde – Ward 2
Council Member Blount – Ward 2
Mayor James

12. Adjournment



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- G. **America in Bloom** | 2024 Evaluation Report – **3 minutes**
- H. **Bostwick House Update** | October 2024– **3 minutes**
- I. **COG Update** | October 2024– **2 minutes**
- J. **Legislative Priorities 2025 Update** | October 2024– **3 minutes**

10. Staff Reports (3 minutes each)

Treasurer; Public Safety and Code Enforcement; Town Clerk; Public Works; Town Administrator

11. Mayor and Council Reports (3 minutes each)

Council Member Brown – Ward 1

Council Member Dixon – Ward 1

Council Member McBryde – Ward 2

Council Member Blount – Ward 2

Mayor James

12. Adjournment



TOWN OF BLADENSBURG

Closed Session Meeting - Summary Notes

September 12, 2024, 9:00 AM

Hyatt Place – Retreat

Attendance: Mayor James, CM Brown, CM Blount, CM McBryde, CM Dixon, and Janice Taylor - Consultant.

- I. **CALL TO ORDER:** The meeting was called to order by Mayor James at 9:07 AM
- II. **MOTION TO ENTER INTO CLOSED SESSION:** The motion was made by Councilmember Brown and seconded by Councilmember Blount. The motion passed unanimously.

Pursuant to the General Provisions Article §3-305 (b) (1) and (2) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals”; and “To protect the privacy or reputation of individuals concerning a matter not related to public business”;

- III. **CLOSED SESSION:** It began at 9:07 AM. The closed session was for the Council Retreat, which was intended to facilitate team building and improve communications and operations.
 1. Quarterly Work Sessions: To improve communication and collaboration within the Council. The Council will hold quarterly check-ins/work sessions. The meetings will consist of the following agenda:
 - Review the status of the items listed below and review areas where support is needed for the current quarter and the next quarter:
 - Events (including holiday events)
 - Programs
 - Policies (inclusive of legislative priorities)
 2. Council Status Checks: To be consistent, Council Members will share the status of where they are with items and what support is needed, as well as provide an overview of the plan to accomplish the project/event/policies.
 3. Event After-Action Meetings: Holding Town Event after-action meetings to review the events and gather feedback to help prepare for the next year.
 4. Respect: Maintaining an atmosphere of respect for each other, the Council agreed to allow people to finish their thoughts when speaking before someone interjects.
- IV. **END CLOSED SESSION:** Moved by CM Blount, seconded by CM McBryde - Vote: Ay 5, Nay 0
- V. **ADJOURNMENT:** 5:03 PM Moved by CM McBryde, seconded by CM Dixon- Vote: Ay 5, Nay 0



TOWN OF BLADENSBURG

Closed Session Meeting - Summary Notes

September 24, 2024, 5:30 PM

Town Hall

Attendance: Mayor James, CM Brown, CM Blount, CM McBryde, CM Dixon, and Michelle Bailey Hedgpeeth

- I. **CALL TO ORDER:** The meeting was called to order by Mayor James at 5:32 PM
- II. **MOTION TO ENTER INTO CLOSED SESSION:** CM Blount made the motion, which was seconded by CM McBryde. The motion passed unanimously.

Pursuant to the General Provisions Article §3-305 (b) (1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals”;

Direction to the Town Administrator on human resources issues and providing a message to employees regarding an open-door policy in the Town. Also, providing updates to employees on the Human Resources Consultant process

- III. **CLOSED SESSION:** The meeting began at 6:32 PM at the Town Hall.
- IV. **END CLOSED SESSION:** Moved by CM Dixon, seconded by CM Blount - Vote: Ay 5, Nay 0
- V. **ADJOURNMENT:** Moved by CM Dixon, seconded by CM McBryde - Vote: Ay 5, Nay 0



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator Vito Tinelli, Treasurer
Item Title: 04-2025 AN ORDINANCE TO ENACT THE FISCAL YEAR 2025-2026 BUDGET PROCESS	
First Reading Ordinance 04-2025: AN ORDINANCE TO ENACT THE FISCAL YEAR 2025-2026 BUDGET PROCESS AND CODIFY THE TOWN COUNCIL AND PUBLIC PARTICIPATION PROCESS	
Work Session Item [] Council Meeting Item [X]	Documentation Attached: Ordinance 04-2025

Recommended Action:

Review and approval of the Budget Process for FY 2026: this is the first reading of the ordinance.

Summary: The Town Administrator is proposing the adoption of this Ordinance to provide a framework for the Budget Process for FY 2026.

Budget Process and Timeline

- **Ordinance Introduction**
 - On **October 14, 2024**, at the regularly scheduled Town Council Meeting, the Budget Enactment Ordinance will be introduced. This ordinance will outline the official steps and processes for the FY 2025-2026 budget cycle.
- **Budget Calendar Finalization (Second Reading)**
 - The Town Council will finalize and approve the official **Town Budget Calendar** at the **November 18, 2024**, Council Meeting. This calendar will outline the dates for all review sessions, hearings, and meetings related to the FY 2025-2026 budget.
- **January 2025 Budget Review | Town Council Meeting**
 - On **January 13, 2025**, a comprehensive **Budget Review** for Fiscal Year 2025 will be held, and key budget issues and initial departmental needs will be presented and discussed.
- **Budget Session #1 | Town Council and Events**
 - On **February 18, 2025**, the first public **Budget Hearing** will be held, focusing on Town Council Budgets and Town Events.
- **Budget Session #2 | Introduction and Public Safety**
 - On **March 10, 2025**, the Town Council will receive an Introduction to the revenues and a review of the **Public Safety budget**, with presentations from the Police Department with their requests for the upcoming fiscal year.
- **Budget Session #3 | Finance, Clerk, and Town Administrator**
 - On **March 18, 2025**, a **Special Council Meeting** will be held to review budget requests from the **Finance Department, Town Clerk, and Town Administrator**.
- **Budget Session #4 | Special Budget Meeting | Public Works and Public Safety**
 - On **April 1, 2025**, another **Special Council Meeting** will focus on budget requests from the **Public Works** and review **Public Safety** items discussed in March.
- **First Reading of the Budget Ordinance**
 - On **April 14, 2025**, the **First Reading** of the Budget Ordinance will occur during the Town Council Meeting.
- **Tax Rate and Constant Yield Hearings (if needed)**
 - On **April 14, 2025, or May 12, 2025**, the Town Council Meeting would meet to set a new tax rate or conduct a Tax Rate or Constant Yield Hearing. This is a separate meeting

- **Budget Session #5 | Special Council Budget Meeting**
 - On **April 29, 2025**, the Town Council will hold a **Special Budget Meeting** for any remaining discussions and adjustments.
- **Proposed Budget Adoption – Second Reading**
 - On **May 12, 2025**, during the Town Council Meeting, the **Proposed Budget** for FY 2025-2026 will be presented for **Adoption**.
- **Alternative Budget Adoption Date**
 - An **Alternative Budget Adoption Date** is scheduled for **June 9, 2025**, if further revisions or discussions are necessary.

I've attached a graphic budget calendar that illustrates this process. The town is undertaking this process so that it can move towards the Distinguished Budget Format that is recognized by GFOA. GFOA is an organization that recognizes and maintains standards for local, state, and federal government financial professionals.

This is the first reading of the ordinance and it will come back to the Council in November

Budgeted Item: Yes [] No [X] Budgeted Amount: \$ TBD One-Time Cost: Yes Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:

Budget Calendar

Ordinance Introduction

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Budget Session #5 | Special Council Budget Meeting | Wrap Up

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Proposed Budget Adoption | Second Reading

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TOWN OF BLADENSBURG
4229 Edmonston Road
Bladensburg, Maryland

ORDINANCE NO. 04-2025:

AN ORDINANCE TO ENACT THE FISCAL YEAR 2025-2026 BUDGET PROCESS AND CODIFY THE TOWN COUNCIL AND PUBLIC PARTICIPATION PROCESS

WHEREAS, the Town of Bladensburg operates on an annual budget cycle that includes public engagement, review, and approval of its financial plans for the upcoming fiscal year; and

WHEREAS, the Town intends to formalize and streamline the budget process by enacting an ordinance that codifies the involvement of the Town Council and the public, providing clear timelines and processes for the review and adoption of the Fiscal Year 2025-2026 Budget; and

WHEREAS, the Town Administrator is committed to presenting this structured budget schedule to enhance transparency, address budgetary concerns early, and ensure that the Town's financial planning is comprehensive, and efficient; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Bladensburg, Maryland, as follows:

Section 1. Budget Process and Timeline

- **Ordinance Introduction**
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Section 2. Public Participation

AND BE IT FURTHER ORDAINED that the Town will ensure that public notice is given for all budget meetings and hearings in accordance with local and state laws, and all meetings will be open for public comment and participation to promote transparency and community involvement in the fiscal planning process.

Section 3. Effective Date

AND BE IT FURTHER ORDAINED that this Ordinance shall take effect within twenty (20) days of its passage.

AND BE FURTHER ENACTED AND ORDAINED that upon passage, this Ordinance shall be authenticated by the signature of the Mayor and Town Clerk and shall be recorded in a book kept for that purpose. In addition, this Ordinance shall be published by posting a certified copy of it in the Town Hall for ten (10) days following its adoption pursuant to Article II, Section 209 of the Charter of the Town of Bladensburg, Maryland and will be effective the ____ day of _____ 2024.

APPROVED this _____ day of _____, 2024.

ATTEST:

MAYOR AND COUNCIL
TOWN OF BLADENSBURG

Regine Watson, Town Clerk

By: _____
Takisha James, Mayor

First Reading: October 14, 2024
Second Reading: November 18, 2024

Adopted:
Effective:



Agenda Item Summary Report

Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: Emergency Ordinance 03-2025 Renewal of the Cable Franchise Ordinance	
Emergency Ordinance 03-2025 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BLADENSBURG GRANTING A RENEWAL OF THE CABLE FRANCHISE TO COMCAST OF MARYLAND, LLC AND AUTHORIZING A FRANCHISE AGREEMENT	
Work Session Item <input checked="" type="checkbox"/> Council Meeting Item <input checked="" type="checkbox"/>	Documentation Attached: Ordinance 06-2024
Recommended Action:	
Approve Ordinance 06-2024 An Ordinance pertaining to the renewal of the Cable Franchise to Comcast of Maryland, LLC and authorizing Franchise Agreement.	
<p>Item Summary: Town Attorney Ferguson is active on the INET and Cable Franchise committee and has been instrumental in developing Cable and Broadband negotiations for several years. She has recommended that the Town accept and approve the renewal of the Cable Franchise, completed in June 2023 with Comcast of Maryland, and authorize the Franchise Agreement.</p> <p>This retains the town's 5% cable franchise fee and many of the same provisions accepted in 2015. The last agreement entered into with Comcast ended in 2015. This agreement gives Comcast a non-exclusive cable franchise and allows the company to provide cable service within the Town of Bladensburg.</p> <p>This is an emergency ordinance, and we are asking the Council to read and approve it in one meeting.</p> <p>The Town Administrator is available to answer any questions on this matter.</p>	
Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>	Continued Date:
Budgeted Amount: One-Time Cost: NA Ongoing Cost: Monthly	
Council Priority: Yes <input type="checkbox"/> No <input type="checkbox"/>	Approved Date:

**CABLE FRANCHISE AGREEMENT BETWEEN
THE TOWN OF BLADENSBURG
AND COMCAST OF MARYLAND, LLC**

Date: _____

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EXHIBITS

Exhibit A: Institutional Network Settlement Agreement

- Settlement Exhibit 1 –Participating Municipalities
- Settlement Exhibit 2 – List of 186 Sites
- Settlement Exhibit 3 – Maintenance Standards
- Settlement Exhibit 4 – Annual Fees for CNET
- Settlement Exhibit 5 – Cable Modem Locations and Pricing

- Exhibit B: List of Public Buildings
- Exhibit C: Participating Municipalities
- Exhibit D: Line Extension Policy
- Exhibit E: PEG Channel Listing
- Exhibit F: PEG Origination Points
- Exhibit G: Customer Service Standards
- Exhibit H: Performance Bond
- Exhibit I: Form of Annual Report
- Exhibit J: Form of Quarterly Report

THIS CABLE FRANCHISE AGREEMENT (the “Agreement”) is effective the 1st day of July, 2023 (the “Effective Date”) by and between the Mayor and Council of the Town of Bladensburg, a municipal corporation under the laws of the State of Maryland (hereinafter sometimes referred to as the “Town” or “Franchisor”), and Comcast of Maryland, LLC, a company duly organized and existing under the laws of the State of Maryland (hereinafter sometimes referred to as “Franchisee”).

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

WHEREAS, the Town is a “local franchising authority” in accordance with Title VI of the Communications Act of 1934, as amended (*see* 47 U.S.C. §522(10)), and is authorized to grant one or more nonexclusive cable system franchises pursuant to Chapter 11, Cable Television (the “Cable Code”); and

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

1.5 *Cable Code*: Ordinance A125, "Cable Television Franchise", as amended from time to time.

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

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

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

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

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

1.11 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies, operations, or management of a Person, the Cable System, or the Franchise, including working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control, as the case may be, of a Person, the Cable System, or the Franchise. A rebuttable presumption of the existence of Control of, or a Controlling interest in, a Person shall arise from the beneficial ownership, directly or

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

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

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

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

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

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

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

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

1.19 *Franchise*: The franchise granted by this Agreement as defined in Section 11-101(a) of the Cable Code.

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

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

1.22 *Gross Revenue*: Any and all cash, credits, property or consideration of any kind or nature that constitute revenue within the meaning of the Cable Communications Policy Act of

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

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

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

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

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

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

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

Gross Revenue shall not include the following:

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

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

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

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

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

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

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

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

1.22.15 sales of capital assets or sales of surplus equipment;

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

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

1.22.18 investment income; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.41 *Resident*: Any occupant who resides in a residential dwelling in the Town, County or a Participating Municipality, including, without limitation, occupants of apartment

houses, one- and two family dwellings, rooming houses, condominiums, town homes, nursing homes and mobile home parks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.49.8 For purposes of this subsection 1.49, “control” includes actual working control in whatever manner exercised and is not limited to majority stock ownership. Control also includes direct or indirect control, such as through intervening subsidiaries.

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

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

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

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

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

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

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

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

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

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

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

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

2.7.4 Agrees solely in the unique context of this Franchise that any costs incurred by or on behalf of the Franchisee or its Affiliates (i) associated with the provision of support for PEG access or activities and/or (ii) associated with the provision of support or activities in connection with or relating to the I-Net or any I-Net related activities, will not

constitute franchise fee payments within the meaning of 47 U.S.C. § 542 or otherwise except as may be compelled by law and subject to Section 2.12 herein.

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

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

2.10 Construction of Agreement:

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

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

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

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

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

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

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

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

3. PROVISION OF CABLE SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. SYSTEM OPERATION

4.1 Cable System Tests:

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

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

4.1.1.2 based on Town’s own testing, or on reports submitted by Franchisee; or

4.1.1.3 on new or rebuilt portions of the Cable System.

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

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

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

4.2 Town Rights to Observe and Perform Tests.

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

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

5. SYSTEM FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1.16.2 National Electrical Code;

5.1.16.3 National Electrical Safety Code (NESC);

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

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

5.1.16.6 The Building Code of the Town, as amended.

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

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

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

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

5.4 System Maintenance:

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

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

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

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

5.5 Offices:

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

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

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

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

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

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

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

5.6 Interconnection:

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

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

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

5.7 Emergency Alert System:

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

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

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

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

6. PEG SERVICES

6.1 PEG Channels

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

6.1.2 SD Narrowcast PEG Channels.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1.10 Connection to System from PEG Origination Points.

6.1.10.1 General obligations.

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

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

6.1.10.2 Payment for PEG Return Feeds

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

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

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

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

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

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

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

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

(C). PEG Providers, including those covered by this Section 6 that choose the technical solution set forth in Section 6.1.10.3 shall be responsible for the configuration, management, maintenance, replacement and monitoring of the encoders, decoders, and related components to the PEG Signal Handoff Point in the solution, as set forth in Section 1.1.1(A). Franchisee is responsible for the same beyond the PEG Signal Handoff Point.

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

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

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

6.1.12 Program Guide.

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

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

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

6.2 PEG Capital Grant:

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

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

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

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

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

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

6.7 Use of PEG Channels, Facilities, and Equipment:

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

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

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

6.8 Responsibility with Respect to HD:

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

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

7. FRANCHISE FEES

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

any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within ninety (90) days following the close of the quarter for which such payments were applicable.

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

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

7.4 *Audit:* The Town shall have the right to audit the Franchisee's Franchise fee payments as provided in Section A 125-13 of the Cable Code. Any such audit fees paid by the Town shall not be determined based on a percentage of audit findings basis. Participating Municipalities may join in audits conducted by the County by having the County's auditor audit franchise fee payments to them. The County's audit expenses shall be borne by the County unless the audit discloses an undisputed underpayment of more than five (5%) percent of any quarterly payment, in which case the County's reasonable and verifiable out-of-pocket costs of the audit shall be borne by Franchisee as a cost incidental to the enforcement of the Franchise, provided, however that the Franchisee's obligation to pay or reimburse the County's verified audit expenses shall not exceed in the aggregate fifty thousand dollars (\$50,000) per audit. Any additional undisputed amounts due to the Town as a result of the audit (whether by the Town or the County) shall be paid within thirty (30) days following written notice to Franchisee by the Town of the underpayment, which notice shall include a copy of the audit. If recomputation from an undisputed amount results in additional revenue to be paid to the Town, Franchisee shall pay any applicable penalties and interest charges computed from such due date, as provided for in the Cable Code.

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

7.6 *No Limitation on Taxing Authority:*

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

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

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

8. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit G.

9. REPORTS AND RECORDS

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

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

9.3 *Proprietary Books and Records:*

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

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

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

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

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

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

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

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

9.9 *Quarterly Report:* Unless this requirement is waived in whole or in part, no later than forty-five (45) days after the end of each calendar quarter, Franchisee shall submit a written report to the Town regarding the preceding quarter, in a form materially similar to Exhibit J hereto. For Participating Municipalities with fewer than 1,000 subscribers, the report shall be the report provided to the County. The quarterly report requirements in this Section 9.9 shall satisfy all reporting requirements pursuant to the Cable Code.

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

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

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

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

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

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

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

9.11.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, or longer if such period of time is standard for the account records of each customer, indicating the date of request, date of acknowledgment, and the date and time service was extended. A file, which shall be provided to the Town on request, showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

10. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

10.8 *Insurance Primary; Not Limiting:* The legal Liability of the Franchisee or any Affiliate to the Town or any Person for any of the matters which are the subject of the liability

insurance policies required by Section 10.1, including, without limitation, the Franchisee’s indemnification obligation set forth in Section 10.11 of this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Franchisee.

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

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

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

10.11.1 Defend, indemnify and hold harmless the Town, the County, each Participating Municipality, and their respective elected officials, officers, employees, agents, boards, and commissions, from and against all Liabilities, special, incidental, consequential, punitive and all other damages, costs and expenses arising out of or resulting from Franchisee’s:

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

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

10.12 *Defense and Settlement:* In any action in which the Franchisee defends the Town, the Franchisee shall consult with the Town prior to proposing, accepting, or rejecting a settlement and prior to filing any pleading which might estop the Town with respect to any question of fact or law. Franchisee shall provide the defense of any claims brought against the Town by selecting counsel of Franchisee’s choice to defend the claim, subject to the consent of

the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town 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 Town, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement include the full release of the Town and the Town does not consent to the terms of any such proposed settlement or compromise, Franchisee shall not settle the claim or action, but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

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

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

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

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

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

11. TRANSFER OF FRANCHISE

11.1 *Non-Affiliate Transfers:* Subject to Section 617 of the Communications Act, 47 U.S.C. Section 537, and Section 11.3 below, no Transfer shall occur without the prior consent of the Franchisor, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in this Agreement or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.48 above.

11.2 *Affiliate Transfers:* In the event that Franchisee transfers the Franchise to an Affiliate, or the Control of Franchisee is transferred to an Affiliate as provided in Subsection 1.2, Franchisee shall notify the Town of the transfer at least thirty (30) days before the transfer and, at that time, describe the nature of the transaction and submit complete information describing who will have direct and indirect ownership and control of the Cable System after the transaction.

11.3 Conditions of Transfer:

If the Franchise is transferred the transferee shall:

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

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

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

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

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

If Control of the Franchisee is transferred:

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

11.4 *Cost Reimbursement:* To the extent that Town’s consent to a Transfer of Franchise is required, Franchisee (or transferee) shall reimburse Town for reasonable expenses incurred in reviewing that the transferee has the technical, legal, financial and operational ability to operate the Cable System to provide Cable Service. In no case shall Franchisee reimburse the Town for expenses exceeding \$15,000. This supplements Section A125-5 of the Cable Code.

12. RENEWAL OF FRANCHISE

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

12.2 *Informal Renewal:* Notwithstanding anything to the contrary set forth herein, Franchisee and the Town agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Town and

Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof.

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

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

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

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

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

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

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

13.4.3 Collect amounts due, including by drawing on the Performance Bond pursuant to Section 13.7 hereof or the letter of credit pursuant to Section 13.8 hereof, if any amounts due are not timely paid thirty (30) days after the Notice of Violation, and to the extent applicable, as provided in Section A125-12 of the Cable Code.

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

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

13.6 *Revocation:* If, after following the procedures set forth in Sections 13.1 through 13.4 above, the Town seeks to revoke the Franchise, it shall provide written notice of this intent to the Franchisee and a hearing before the Mayor and Council. The Franchisee shall have ninety (90) days from receipt of the notice of intent to revoke to respond or to object in writing and to state its reasons for such objection. The Town shall cause to be served upon the Franchisee, at least thirty (30) business days prior to a public hearing a written notice specifying the time and place of such hearing and stating its intent to consider whether the Franchise should be revoked.

13.6.1 At the designated hearing Franchisee shall be provided a fair opportunity for full participation including the right to be represented by legal counsel and to introduce relevant evidence. A complete verbatim record and/or a transcript shall be made of such hearing.

13.6.2 Following any public hearing regarding revocation Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing. If a determination is made by the Mayor and Council to revoke, the Town shall promptly provide Franchisee with a written decision setting forth its reasoning. To the extent permitted by Applicable Law, Franchisee may challenge a revocation of the Franchise by the Mayor and Council to an appropriate court.

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

13.7 *Performance Bond:* On or before the Effective Date, the Franchisee shall provide the Town with security for the performance of this Agreement in the amount of Fifty Thousand Dollars (\$50,000). The form of this security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the Town. If Franchisee posts a performance bond ("Performance Bond") the Performance Bond shall be in the form attached to this Agreement as Exhibit H. The Performance Bond shall be issued by a surety meeting the requirements of Section 10.4. In the event that a Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, Franchisee shall provide new security pursuant to this Section within thirty (30) days of such cancellation or failure to renew.

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

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

13.8 Security Fund:

13.8.1 In addition to the Performance Bond required pursuant to Section 13.7 above, Franchisee shall post a security fund with the Town in the form of a letter of credit or cash, as determined in the sole discretion of Franchisee, in the amount of Ten Thousand Dollars (\$10,000) (the "Security Fund"). A letter of credit shall be in a form reasonably acceptable to the Town. The Security Fund shall be used to: (i) ensure the faithful performance by Franchisee of its obligations under this Agreement and compliance with all orders, permits, and directions of any agency of the Town having jurisdiction over Franchisee's acts or defaults under the Cable Code; (ii) payment of any claims, liens, and taxes due to the Town that arise by reason of the operation or maintenance of the Cable System; (iii) failure of Franchisee to pay the Town sums due under the provisions of this Agreement and the Cable Code; (iv) reimbursement of costs borne by the Town to correct Franchisee violations not corrected by Franchisee after notice and the opportunity to cure as provided herein; and (v) monetary remedies, penalties, or damages assessed against Franchisee due to Franchisee violations. If the Franchise is revoked for cause by reason of the default of Franchisee under the Cable Code and Section 13.6 of this Agreement, the Security Fund deposited under this Section shall become the property of the Town. If there is no outstanding default by Franchisee at the end of one hundred eighty (180) days after the termination of the Franchise, Franchisee shall be entitled to the return of all or any part of the Security Fund that remains on deposit and to any accrued interest.

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

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

13.10 *Liquidated Damages:* Because the Franchisee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the Town, and because it will be difficult to estimate the extent of such injury, the Town and the Franchisee agree to the following liquidated damages to be effective during the Term of the Franchise for the following violations of the Franchise and of this Agreement, which represent both parties'

best estimate of the damages resulting from the specified violation. Such damages shall not be a substitute for actual performance by the Franchisee of a financial payment, but shall be in addition to any such actual performance. The Town, or designee, shall have the authority to waive or reduce the liquidated damage amounts herein for good cause. Cure periods listed below shall begin to run at the time the Franchisee is notified in writing of a violation by the Town, unless otherwise specified below.

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

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

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

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

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

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

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

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

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

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

14. COMPETITIVE EQUITY

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

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

14.2.1 video programming services delivered over wireless networks;

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

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

14.2.4 telecommunication services; or

14.2.5 interstate information services.

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

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

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

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

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

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

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

14.6 *Failure To Reach Agreement:* If the Town and Franchisee fail to reach agreement in such negotiations, the Party requesting modification may elect to shorten the remaining term of this Franchise to not more than thirty-six (36) months and shall be deemed to have timely invoked the formal renewal rights and procedures set forth in §626 of the Communications Act, or may seek relief in court.

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

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

15. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

15.7.1 Notices to Franchisee shall be mailed to:

Franchisee
1215 East Fort Avenue
Suite 103
Baltimore, MD 21230

Attention: Government Affairs Department

with copies to:

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

15.7.2 Notices to the Town shall be mailed to:

Town Manager
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710

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

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

15.10 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

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

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

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

15.12.2 acquire ownership of the Cable System at an equitable price on the recommendation of the Town Administrator and with the approval of the Mayor and Council; or

15.12.3 after a public hearing, sell, assign, or transfer all or part of the assets of a Cable System abandoned by a Franchisee for the best price offer obtainable. However, the legal, character, financial, technical, and other qualifications of the purchaser must meet Town

approval. The Town must pay any consideration received in excess of the Town's costs, and after other creditors and Subscriber claims have been satisfied, to the original Franchisee.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2024.

Comcast of Maryland, LLC

By: _____

Print Name: _____

Title: _____

ATTEST:

TOWN OF BLADENSBURG

Regine Watson, Clerk

By: _____
Takisha James, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Suellen M. Ferguson Town Attorney

EXHIBIT A:

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

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

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

Agreement is to agree upon the terms of the IRU, to ensure that the County and all of the Participating Municipalities have a functioning institutional network that is adequately maintained to provide continuous paths for communications between and among sites; and

- WHEREAS, the C-Net is connected to the FiberNet, defined below, and it is the intent of the parties to provide a means by which the C-Net may be connected to the FiberNet and via those networks, to additional locations, without Comcast being required to dedicate additional capacity on its network to public, educational or government use of an institutional network, except as part of the maintenance of the C-Net; and

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

1. DEFINITIONS

- (a) “Actual Cost” means the cost to Comcast of materials and labor necessary to perform maintenance of C-Net facilities, as further described in Exhibit 3.
- (b) “Authorized Users” means the County, Participating Municipalities, Prince George’s County Public Schools and their agencies and subdivisions; all political subdivisions of the State located within the external boundaries of the County, and their agencies and subdivisions.
- (c) “C-Net” means the fiber and associated facilities on Comcast’s side of the Demarcation Point, constructed or extended by Comcast pursuant to the 1999 Franchise Agreements to serve the proposed 186 sites listed in that agreement, all described in Exhibit 2.
 - (i) LFAs may substitute sites so long as the LFA bears all expenses associated with the move.
 - (ii) Parties also agree that nothing in this Agreement prevents LFAs from adding sites on the LFA’s side of the Demarcation Point.
- (d) “Demarcation Point” for purposes of this Agreement shall be:
 - (i) At C-Net sites, the patch panel, termination block, or other termination device located at each of the County’s or Participating Municipalities’ C-Net sites, at the point closest to Comcast’s facilities where the device transmits signals to and from the C-Net provided by Comcast;
 - (ii) At the Comcast headend, or at hub sites where the County or Participating Municipalities have equipment used in the operation of the C-Net, the inputs and outputs of the County or Participating Municipality equipment;
 - (iii) At other locations where FiberNet cables are spliced directly to the C-Net fibers, the splice point or splice box used for the connection is the Demarcation Point, and is on Comcast’s side of the Demarcation Point.
- (e) “Effective Date” means July 1, 2023.

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

2. TERM

- (a) The Term of this Agreement shall be ten (10) years unless terminated earlier by LFAs in accordance with the terms and conditions of this Agreement.
- (b) Additional Term. Nothing herein shall prevent Comcast, the County, or any Participating Municipality from extending the term of this Agreement by mutual agreement.

3. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE

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

4. ACCESS.

- (a) LFAs shall be granted access to Comcast's headend site, LFA designated splice locations and other C-Net related facilities within one (1) hour of request during Normal Business Hours subject to reasonable security requirements of Comcast for such facilities. Comcast shall not be required to allow outside third-party personnel access to its headend or other such sensitive, secure facilities without prior notification from the LFAs. At the headend, C-Net fibers shall continue to be terminated and labeled using industry standard connectors in an area within the headend facility (the Headend C-Net Service Area). The LFAs shall have 2 racks available in Comcast's headend and hub sites with sufficient heating and air conditioning. 10 kW power shall be available for the Headend C-Net Service Area, including backup power. The Parties shall negotiate in good faith, if the need for additional power arises in the future, to develop agreeable terms for such power. The IRU includes unrestricted access to the C-Net except as stated herein, including entering splice locations and LFA-designated splice trays without prior notice to Comcast, provided that if LFA access results in interruption of Comcast's services three times during the term of this Agreement, access shall thereafter only take place with advance notice and supervision by a Comcast employee if so elected by Comcast and subject to an hourly fee for the supervision by a Comcast employee.
- (b) The Company may notify the County that it wants to relocate the I-Net equipment and facilities from the Company's headend site to a County-based facility, on 120 days' notice. The costs of such relocation shall be borne by the Company. The County and the Company shall work cooperatively toward such relocation, including the exchange of relevant cost and engineering information. The relocation shall take place pursuant to a written plan by the Company addressing the equipment and facilities that must be moved, the retrofitting of the County facility if needed, the

scheduling of the relocation, and the timing and logistics of the cutover from the Company's headend to the new location.

5. USE OF C-NET FACILITIES.

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

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

6. PAYMENT AND MAINTENANCE OBLIGATIONS.

- (a) Comcast shall maintain the C-Net in accordance with the standards set forth in Exhibit 3. The LFAs shall pay Comcast an annual fee of \$185,256 adjusted by an increase of 1.85% on the anniversary date of the Effective Date as set forth in Exhibit 4. The payments shall be made in advance on an annual basis, with the first annual payment due within thirty (30) days of the effective date of this Agreement, and subsequent payments due on the anniversary of the effective date. Payment is subject to the appropriation of funds, but Comcast need not maintain the C-Net until and unless the annual fee is paid. In consideration for the settlement of the dispute over the C-Net as stated herein, Comcast agrees that the County and all municipalities identified in Exhibit C of the Franchise Agreement, may use PEG Capital Funding provided for their Franchise Agreements to pay the fee set forth herein and Comcast shall not offset costs related to the C-Net against franchise fees pursuant to the FCC's 621 Orders.
- (b) Other than as set forth herein, Comcast shall bear no responsibility whatsoever for any installation, construction, maintenance or operation of C-Net or FiberNet facilities.
- (c) Other than construction related to fulfillment of its maintenance obligations in Exhibit 3 with respect to the C-Net Comcast shall have no obligation to construct any additional facilities for the C-Net, but may do so at its option, subject to written agreement with the LFAs.

- (d) No fees related to the C-Net, other than the fees specified in this agreement, may be charged by Comcast to the LFAs or Authorized Users.

7. CABLE MODEMS

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

8. NOTICES

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

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

9. LIENS AND ENCUMBRANCES

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

10. INDEMNIFICATION: WARRANTIES

- (a) Comcast agrees to indemnify and hold the LFAs harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either Party hereto which may arise out of or be caused by such Party, its employees, servants, contractors, and/or agents in connection with the construction and maintenance of the C-Net under the terms of this Agreement but not arising from Outages unless such an Outage was the result of the negligent, intentional or reckless acts or omissions of Comcast, subject to any and all defenses and limitations of liability provided by law. Provided, the indemnity does not apply to claims that may arise from the failure of an application the LFAs are using over the C-Net. By way of example, if the LFAs choose to use the C-Net to support

emergency services to the public and an individual is harmed due to a network problem preventing a timely emergency response, Comcast shall have no indemnification obligation and makes no warranty to the suitability for such purposes.

- (b) There are no third-party beneficiaries to this agreement. Comcast makes no warranty to any person other than as set forth in this agreement.
- (c) Without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, each of the LFAs shall be responsible for its own acts of willful misconduct or negligence or breach of obligation committed by it for which it is legally responsible, with respect to any activity or function conducted by any Person other than Comcast pursuant to this Agreement, subject to any and all defenses and limitations of liability provided by law.

11. DAMAGES LIMITATION

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

12. DEFAULT AND TERMINATION

- (a) The County and the Participating Municipalities may terminate this agreement at any time on ninety (90) days' notice at which point all work by Comcast on the C-Net shall cease; but the County and Participating Municipalities shall remain liable for work authorized and performed prior to notice being given.
- (b) On termination, County and Participating Municipalities may abandon any facilities at the hubs, headends or on the C-Net in place, or it shall promptly remove the equipment. Comcast shall provide access to its network as necessary to permit prompt removal of equipment. The LFA equipment shall be deemed abandoned if not removed or other arrangements agreed to within 180 days after termination.

13. WAIVER

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

14. FORCE MAJEURE

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

15. SEVERABILITY

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

16. DISPUTES

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

17. MISCELLANEOUS

- (a) This Agreement shall inure to the benefit of, and shall be binding on the Parties' respective successors and permitted assigns. This Agreement may not be assigned by Comcast without the prior written consent of the LFAs, but that consent will not be unreasonably refused, so long as the successor in interest will be the owner of Comcast's Cable System and a party to the Franchise Agreements with the County and the Participating Municipalities.
- (b) This Agreement may not be modified or amended, nor any of its terms waived, except by a writing signed by duly authorized representatives of the Parties.
- (c) This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without regard to conflicts of law principles. All actions or suits

brought hereunder or arising out of this Agreement shall be brought in the appropriate State or Federal courts in Maryland.

- (d) This Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each Party has consulted with its counsel. Each Party hereto has carefully and completely read all of the terms and provisions of this Agreement.
- (e) No Party, nor any of its Affiliates, will take any action to challenge any provision of this Agreement as contrary to federal or state law or FCC regulations; nor will they participate with any other person or entity in such challenge excluding future changes in law. If any provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, the Parties shall enter into good-faith negotiations with the intent of reaching an agreement that would place the Parties in substantially the same position as if this Agreement were fully enforceable. If the negotiations do not result in agreement between the Parties within sixty days from the date of the final decision referred to in the preceding sentence, then either Party may call for binding arbitration within thirty days. Such arbitration shall have the goal of placing the Parties in the same positions they would occupy if this Agreement had been fully enforceable. The Parties shall select an independent, mutually acceptable arbitrator, who shall have available the full range of appropriate remedies. The arbitrator's decision shall be final and binding on both Parties. The Parties will each pay their own costs to appear before the arbitrator and will share the arbitrator's costs equally.
- (f) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto.
- (g) Capitalized terms not defined herein have the same meaning as those terms in the Franchise Agreements.
- (h) This Agreement shall be effective upon the above-referenced date when it is executed on behalf of the Parties.

SIGNATURES APPEAR ON NEXT PAGE

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

COMCAST OF MARYLAND, LLC

By: _____

Print Name: _____

Title: _____

PRINCE GEORGE’S COUNTY, MARYLAND

By: _____

Floyd G. Holt
Deputy Chief Administrator for Government Infrastructure, Technology & Environment

TOWN OF BERWYN HEIGHTS

By: _____

Print Name: _____

Title: _____

CITY OF BOWIE

By: _____

Print Name: _____

Title: _____

TOWN OF BRENTWOOD

By: _____

Print Name: _____

Title: _____

CITY OF COLLEGE PARK

By: _____

Print Name: _____

Title: _____

TOWN OF COLMAR MANOR

By: _____

Print Name: _____

Title: _____

TOWN OF COTTAGE CITY

By: _____

Print Name: _____

Title: _____

CITY OF DISTRICT HEIGHTS

By: _____

Print Name: _____

Title: _____

TOWN OF EDMONSTON

By: _____

Print Name: _____

Title: _____

TOWN OF FAIRMOUNT HEIGHTS

By: _____

Print Name: _____

Title: _____

CITY OF GLENARDEN

By: _____

Print Name: _____

Title: _____

CITY OF GREENBELT

By: _____

Print Name: _____

Title: _____

TOWN OF LANDOVER HILLS

By: _____

Print Name: _____

Title: _____

CITY OF LAUREL

By: _____

Print Name: _____

Title: _____

CITY OF MOUNT RAINIER

By: _____

Print Name: _____

Title: _____

CITY OF NEW CARROLLTON

By: _____

Print Name: _____

Title: _____

TOWN OF NORTH BRENTWOOD

By: _____

Print Name: _____

Title: _____

TOWN OF LANDOVER HILLS

By: _____

Print Name: _____

Title: _____

TOWN OF UPPER MARLBORO

By: _____

Print Name: _____

Title: _____

SETTLEMENT - EXHIBIT 1

Participating Municipalities

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

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

SETTLEMENT - EXHIBIT 2

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

35	James Madison MS	7300 Woodyard Rd. Upper Marlboro, MD 20772
36	Kenmoor MS	2500 Kenmoor Dr. Hyattsville, MD 20785
37	Kettering MS	65 Harrington Dr. Upper Marlboro, MD 20772
38	Lord Baltimore MS/Isaac J. Gourdine MD	8700 Allentown Rd. Fort Washington, MD 20744
39	Martin Luther King Jr. MS	4545 Ammendale Rd. Beltsville, MD 20705
40	Nicholas Orem MS	6100 Editors Park Dr. Hyattsville, MD 20782
41	Oxon Hill MS	9570 Fort Foote Rd. Fort Washington, MD 20744
42	Robert Goddard MS	9850 Good Luck Rd. Lanham, MD 20706
43	Stephen Decatur MS	8200 Pinewood Dr. Clinton, MD 20735
44	Thomas G. Pullen MS	700 Brightseat Rd. Hyattsville, MD 20785
45	Thomas Johnson MS	5401 Barker Pl. Lanham, MD 20706
46	Thurgood Marshall MS	4909 Brinkley Rd. Temple Hills, MD 20748
47	Walker Mill MS	800 Karen Blvd. Capitol Heights, MD 20743
48	William Wirt MS	6200 Tuckerman St. Riverdale, MD 20737
49	SASSCER/Board of Education	14201 School Ln. Upper Marlboro, MD 20772
50	Belair Staff Development Center	3021 Belair Dr. Bowie, MD 20715
51	Bladensburg Instructional Center	5150 Annapolis Rd. Bladensburg, MD 20710
52	Facilities Administration Building	13300 Old Marlboro Pike, Upper Marlboro, MD 20772
53	ISSC (PGCPS)	9201 East Hampton Dr. Capitol Heights, MD 20743
54	Oxon Hill Staff Dev. Ctr.	7711 Livingston Rd. Oxon Hill-Glassmanor, MD 20745
55	Bonnie F. Johns Center	8437 Landover Rd., Greater Landover, MD 20785
56	RICA Center	9400 Surratts Rd., Cheltenham, MD 20623
57	UM Conference Center	3501 University Boulevard East, Adelphi, MD 20783
58	UMUC Pontiac St	4716 Pontiac Street College Park, MD 20740
59	UM Space/ Science Bldg	Stadium Dr & Regents Dr, University of Maryland College Park, MD 20742
60	PG Community College	301 Largo Rd., Largo, MD 20774
61	Bowie State University	14000 Jericho Park Rd., Bowie, MD 20715
62	Glen Dale Comm Ctr	7800 Central Ave., Landover, MD 20785
63	Accokeek Library	15773 Livingston Rd, Accokeek, MD 20607
64	Ernest Everett Just MS	1300 Campus Way North., Bowie, MD 20721
65	Fire Dept. Services	6820 Webster Street., Hyattsville, MD 20784
66	PD- MNP/SOD	6700 Riverdale Rd. East Riverdale, MD 20737
67	PGC Jefferson Ave Warehouse	7600 Jefferson Ave, Landover, MD 20785
68	PD District 2/Bowie	601 SW Crain Hwy., Upper Marlboro, MD 20774

69	PGC PD District 4 (Eastover)	5135 Indian Head Hwy, Oxon Hill, MD 20745
70	PD District 5/Clinton	6707 Groveton Dr., Clinton, MD 20735
71	PGC PD District 6/Beltsville	4321 Sellman Rd. Beltsville, MD 20705
72	PGC PD-Training	13401 Dille Drive., Upper Marlboro, MD 20772
73	PGC HD-Cheverly	3003 Hospital Drive., Hyattsville, MD 20785
74	Central Reg Health Dept	5408 Silver Hill Rd., District Heights, MD 20747
75	HD-DYER/Southern Regional	9314 Piscatawy Rd., Clinton, MD 20735
76	PGC Fleet Maintenance	8019 Central Ave., Capitol Heights, MD 20743
77	PGC Public Works Marburger	8400 D'Arcy Rd., District Heights, MD 20747
78	PGC DER-Landfill	3500 Brown Station Rd., Upper Marlboro, MD 20774
79	TRIP Center to LGC	8400 D'Arcy Rd., District Heights, MD 20747
80	PGC DOC-Jail	13400 Dille Dr., Upper Marlboro, MD 20772
81	Lanham-CAB	14741 Gov. Oden Bowie Dr., Upper Marlboro, MD 20772
82	Beltsville Library	4319 Sellman Rd., Beltsville, MD 20705
83	Bladensburg Library	4820 Annapolis Rd, Bladensburg, MD 20710
84	Bowie Library	15210 Annapolis Road., Bowie, MD 20715
85	Fairmount Heights Library	5904 Kolb St., Fairmont Heights, MD 20743
86	Glenarden Library	8724 Glenarden Pkwy., Glenarden, MD 20706
87	Greenbelt Library	11 Crescent Rd., Greenbelt, MD 20770
88	Hillcrest Heights Library	2398 Iverson St., Hillcrest Heights, MD 20748
89	Hyattsville Library	6530 Adelphi Rd., Hyattsville, MD 20782
90	Largo Kettering Library	9601 Capital Lane., Upper Marlboro, MD 20774
91	Laurel Library	507 7th Street., Laurel, MD 20707
92	New Carrollton Library	7414 Riverdale Rd., New Carrollton, MD 20784
93	Oxon Hill Library	6200 Oxon Hill Rd., Oxon Hill, MD 20745
94	Spaulding Library	5811 Old Silver Hill Rd., District Heights, MD 20747
95	Surratts-Clinton Library	9400 Piscataway Rd., Clinton, MD 20735
96	Upper Marlboro Library	14730 Main St., Upper Marlboro, MD 20772
97	DPWT Greenbelt SHA	9300 Kenilworth Avenue, Greenbelt, MD 20770
98	DPWT Iverson @ 26th Ave	Iverson St & 26th Avenue
99	DPWT Lottsford Rd @ Arena Dr	Arena Dr & Lottsford Rd
100	DPWT Sheriff Rd E @ William Paca	Sheriff Rd & William Paca
101	DPWT Ritchie Rd @ Walker Mill Rd	Ritchie Rd & Walker Mill Rd
102	DPWT Ardwick Ardmores Rd.	Ardwick-Ardmore Rd & Pennsy Dr

103	Sheriff Rd @ Giant Food Warehouse	Sheriff Rd & Giant Food West
104	DPWT Marlboro Pike @ Donnell Dr	Marlboro Pike E & Donnell Dr
105	DPWT Marlboro Pike @ County Rd	Marlboro Pike Mid & Silver Hill Rd
106	DPWT Paint Branch @ River Rd	Paint Branch Pkwy & River Rd
107	DPWT Alexander Ferry Rd	Old Alex. Ferry Rd & Malcolm Rd
108	DPWT Walker Mill @ Rochelle Ave	Walker Mill Rd & Rochelle Avenue
109	PGC Vehicle Audits	4920 Richie Marlboro Rd., Upper Marlboro, MD 20772
110	PGC Animal Control	3750 Brown Station Road Upper Marlboro, MD
111	Animal Control (Old site)	8311 D'Arcy Rd., Forestville, MD 20747
112	PGC Hyattsville Judicial Center	5000 Rhode Island Ave., Hyattsville, MD 20781
113	PGCTV	9475 Lottsford Rd, Largo, MD 20774
114	PGC Hyattsville District Court	4990 Rhode Island Ave., Hyattsville, MD 20781
115	Lakeside	14432 Old Mill Rd, Upper Marlboro MD 20772
116	Berwyn Heights Town Office	5700 Berwyn Road, Berwyn Heights, MD 20740
117	Berwyn Heights Public Works	8418 Ballew Avenue, Berwyn Heights, MD 20740
118	Berwyn Heights Senior Center	8603 57th Avenue, Berwyn Heights, MD 20740
119	Bowie Belair Mansion	12207 Tulip Grove Dr. Bowie, MD
120	Bowie Belair Stables	2835 Belair Dr. Bowie, MD
121	Bowie Parks & Grounds Maintenance Bldg.	3106 Mitchellville Rd., Bowie, MD 20716
122	Bowie Ice Arena	3330 Northview Dr. Bowie, MD 20716
123	Bowie Genealogy Library	12219 Tulip Grove Rd. Bowie. MD 20715
124	Bowie Playhouse	16500 White Marsh Park Drive, Bowie, MD 20715
125	Bowie Harmel House	2608 Mitchellville Rd. Bowie, MD
126	Bowie Water Plant	2912 Bradford Ln. Bowie, MD
127	Bowie Public works, Wastewater and Recycling	16500 Annapolis Rd. Bowie, MD 20715
128	Bowie Robert V. Cetera Amphitheater	3330 Northview Dr. Bowie, MD 20716
129	Bowie Senior Center	14900 Health Center Drive Bowie, MD 20716
130	Bowie Gymnasium	4100 Northview Dr., Bowie, MD 20716
131	Bowie Water Tower	3107 Belair Dr., Bowie, MD 20715
132	Bowie Comm. Ctr.	3209 Stonybrook Dr. Bowie, MD

133	Bowie Huntington Comm. Ctr.	13022 Eighth St. Bowie, MD 20720
134	Bowie Community Ctr Pittsfield	1717 Pittsfield Ln, Bowie, MD 20716
135	College Park Public Services	4601A Calvert Road, College Park, MD 20740 - No longer connected
136	College Park Youth & Family Svcs.	4912 Nantucket Rd., College Park, MD 20740
137	College Park Housing Authority	9014 Rhode Island Ave, College Park, MD 20740
138	College Park Senior Program/Spellman House apartments	4711 Berwyn House Rd., College Park, MD 20740
139	Cottage City Town Hall	3820 40th Avenue, Brentwood, MD 20722
140	District Heights Municipal	2000 Marbury Drive District Heights MD 20747
141	Edmonston Town Hall	5005 52nd Ave, Hyattsville, MD 20781
142	Edmonston Town Hall	5005 52nd Ave, Hyattsville, MD 20781
143	Glenarden City Hall	8600 Glenarden Pkwy, Glenarden, MD 20706
144	Greenbelt City Hall	25 Crescent Rd, Greenbelt, MD 20770
145	Landover Hills Town Hall	6904 Taylor St., Hyattsville, MD 20784
146	Mt. Rainier City Hall	1 Municipal Pl, Mt. Rainier, MD 20712
147	Mt. Rainier City Hall	1 Municipal Pl, Mt. Rainier, MD 20712
148	New Carrollton City Hall	6016 Princess Garden Parkway, New Carrollton, MD 20784
149	New Carrollton Public Works	6318 Westbrook Dr. New Carrollton, MD 20784
150	University Park Town Hall	6724 Baltimore Ave., University Park, MD 20782
151	North Brentwood Town Hall	4009 Wallace Road, North Brentwood MD, 20722
152	PGC National Harbor @ Fleet St	National Harbor & Fleet St.
153	Brentwood Town Hall	4300 39 th Place, Brentwood, MD 20722
154	Ritchie OTN	1107 Ritchie Rd. Capitol Heights, MD 20743
155	Ritchie OTN	1107 Ritchie Rd. Capitol Heights, MD 20743
156	Ritchie OTN	1107 Ritchie Rd. Capitol Heights, MD 20743
157	Ritchie	1107 Ritchie Rd. Capitol Heights, MD 20743
158	Livingston	9611 Livingston Rd., Fort Washington, MD 20744
159	Livingston	9611 Livingston Rd., Fort Washington, MD 20744
160	Hyattsville	4314 Farragut St. Hyattsville, MD 20781
161	Hyattsville	4314 Farragut St. Hyattsville, MD 20781
162	Hyattsville	4314 Farragut St. Hyattsville, MD 20781
163	Lanham OTN	9609 Annapolis Rd., Lanham, MD 20706
164	Lanham OTN	9609 Annapolis Rd., Lanham, MD 20706

165	Lanham/Annapolis Rd.	9609 Annapolis Rd., Lanham, MD 20706
166	Bowie	2614 Kenhill Dr. Bowie, MD 20715
167	Bowie	15901 Fred Robinson Way, Bowie, MD 20716
168	Bowie	15901 Fred Robinson Way, Bowie, MD 20716
169	LGC	9201 Basil Court, Largo, MD 20774
170	LGC	9201 Basil Court Largo, MD 20774
171	LGC	9201 Basil Court, Largo, MD 20774
172	LGC	9201 Basil Court Largo, MD 20774
173	LGC-Inet Services	9201 Basil Court Largo, MD 20774
174	Southern Regional Service Center	7007 Bock Road, Fort Washington, MD 20744
175	Greenbelt Community Center/Gate	15 Crescent Rd., Greenbelt, MD
176	Greenbelt youth Center	99 Centerway, Greenbelt, MD
177	Greenbelt Aquatic/Fitness Center	101 Centerway, Greenbelt, MD
178	Greenbelt Police Department	550 Crescent Rd., Greenbelt MD
179	Greenbelt Public works	555 Crescent Rd, Greenbelt MD
180	Greenbelt SHL Rec	6101 Cherrywood Lane., Greenbelt, MD
181	Greenbelt Museum	10 Crescent Rd., Greenbelt MD
182	Bladensburg City Hall	4229 Edmonston Rd, Bladensburg, MD 20710
183	Colmar Manor Town Hall	3701 Lawrence St, Colmar Manor, MD 20722
184	Riverdale Town Hall	5004 Queensbury Rd, Riverdale, MD 20737
185	Hyattsville Municipal Ctr/Town Hall	4310 Gallatin St, Hyattsville, MD 20781
186	College Park City Hall	7401 Baltimore Avenue, College Park, MD 20740
187	Bowie Boathouse	3330 Northview Dr. Bowie, MD 20716
188	College Park Public Works	9219 51st Ave, College Park, MD 20740
189	Laurel Municipal Center	8103 Sandy Spring Rd, Laurel, MD 20707
190	Laurel Police Department	811 Fifth St., Laurel MD 20707
191	Laurel Armory	422 Montgomery St., Laurel, MD 20707
192	Robert J. Dipietro Community Center	7901 Cypress St., Laurel MD 20707
193	Laurel Public Works	305 First St., Laurel, MD 20707
194	Laurel Main St. Pool	9 th St. & Main St., Laurel, MD 20707
195	Berwyn Heights PD	5411 Berwyn Road, Berwyn Heights MD, 20740

SETTLEMENT - Exhibit 3

Maintenance Standards

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

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

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

notify the LFAs of the reason(s) for the relocation, replacement or rebuilding and the impact said relocation, replacement or rebuilding is expected to have on the Institutional Network. Relocations required by the LFAs shall be paid for by the LFA requiring the relocation.

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

SETTLEMENT - Exhibit 4

Annual Fee:

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

SETTLEMENT - Exhibit 5

Cable Modem Pricing

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

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

EXHIBIT B**List of Public Buildings**

2016 A,ROOM	14741	GOV ODEN BOWIE	UPPER MARLBORO
2016 B,ROOM	14741	GOV ODEN BOWIE	UPPER MARLBORO
ACADEMY, ANDREW JACKSON	3500	REGENCY PKWY	DISTRICT HEIGHTS
ACQUATIC CTR,GREENBEL	101	CENTERWAY	GREENBELT
ADMIN OFFICE,COUNTY	14741	GOV ODEN BOWIE DIS	UPPER MARLBORO
ADMIN OFFICE,COUNTY	14741	GOV ODEN BOWIE DIS	UPPER MARLBORO
ADMIN OFFICE,COURT	14735M	MAIN ST	UPPER MARLBORO
ADMIN,ARMISTEAD	8418	BALLEW AVE	COLLEGE PARK
ANNEX,BOWIE	3021	BELAIR DR	BOWIE
ANNEX,SUITLAND	5200B	SILVER HILL RD	DISTRICT HEIGHTS
APP MAINT DIV,PFGD	4200	FORESTVILLE RD	DISTRICT HEIGHTS
APPLE GROVE,ELEM SCH	7400	BELLEFIELD AVE	FORT WASHINGTON
AREA OFFICE,NORTHERN	7711	LIVINGSTON RD	OXON HILL
AREA OFFICE,SOUTHERN	6501	LOWLAND DR	LANDOVER
ARMORY,LAUREL	422	MONTGOMERY ST	LAUREL
ARROWHEAD,ELEM SCH	2300	SANSBURY RD	LARGO
ASSEMBLY ,JURY	14735	MAIN ST	UPPER MARLBORO
BARACK OBAMA,PGCPS	12700	BROOKE LN	UPPER MARLBORO
BARNABY MANOR,ELEM SCH	2411	OWENS RD	OXON HILL
BEN FOULOUS,ELEM SCH	4601	BEAUFORD RD	MORNINGSIDE
BEN STODDERT,MID SCH	2501	OLSON ST	CAMP SPRINGS
BLADENSBURG ES,PGCPS	4915	ANNAPOLIS RD	BLADENSBURG
BLADENSBURG,TOWN OF	4229	EDMONSTON RD	BLADENSBURG
BLADENSBURG,VFD	4213	EDMONSTON RD	BLADENSBURG
BLDG RM #270,COUNTY	9201	BASIL CT	LARGO
BONNIE JOHNS,PGCPS	8437	LANDOVER RD	LANDOVER
BOWIE MD,CITY OF	2614	KENHILL DR	BOWIE
BOWIE STATION,PG POLIC	601	CRAIN HWY	MITCHELLVILLE
BOWIE WSTE MA,CITY OF	16550	ANNAPOLIS RD	BOWIE
BOWIE,CITY OF	2912	BRADFORD LN	BOWIE
BRANCH ELMTY,PAINT	5101	PIERCE AVE	COLLEGE PARK
BRENT SCH,MARGARET	5816	LAMONT TER	NEW CARROLLTON
BRENTWOOD,NORTH TOWN HALL	4009	WALLACE RD	NORTH BRENTWOOD
CALVARY,MOUNT	6704	MARLBORO PIKE	DISTRICT HEIGHTS
CEDAR HEIGHTS,COMM CTR	1200	GLEN WILLOW DR	FAIRMOUNT HGT

CENER JUDICIA,CONFEREN	14735D	MAIN ST	UPPER MARLBORO
CENTER,COMMUNIT	5051	PIERCE AVE	COLLEGE PARK
CENTER,COMMUNITY ROBERT J. DEPIETRO	7901	CYPRESS ST	LAUREL
CENTER,HUNTINGTON	13022	8TH ST	BOWIE
CENTRAL SERVI,OFFICE	3415	N FOREST EDGE RD	DISTRICT HEIGHTS
CENTRAL SERVI,OFFICE O	1400	MCCORMICK DR	LARGO
CENTRAL SERVICES,OFFICE OF	1301	MCCORMICK DR	LARGO
CENTRAL,HIGH SCH	200	CABIN BRANCH RD	CAPITOL HEIGHTS
CHAPEL FORGE ECC,PGCPS	12711	MILAN WAY	BOWIE
CITY HALL, BOWIE	15901	FRED ROBINSON WAY	BOWIE
KENHILL CENTER, BOWIE	2614	KENHILL DRIVE	BOWIE
CITY HALL,CHEVERLY	6401	FOREST RD	CHEVERLY
CITY HALL, GLENARDEN	8600	GLENARDEN PKWY	GLENARDEN
CITY HALL,HYATTSVI	4310	GALLATIN ST	HYATTSVILLE
CITY HALL,HYATTSVI	4310	GALLATIN ST	HYATTSVILLE
CITY HALL,LAUREL	8103	SANDY SPRING RD	LAUREL
CITY HALL,LAUREL	8103	SANDY SPRING RD	LAUREL
CITY ICE RINK,BOWIE	3330	NORTHVIEW DR	BOWIE
CITY PARKS, BOWIE	3106	MITCHELLVILLE RD	BOWIE
CITY GYMNASIUM, BOWIE	4100	NORTHERN DR	BOWIE
CITY SENIOR CITY, BOWIE	14900	HEALTH CENTER DR	BOWIE
CITY PLAYHOUSE, BOWIE	16500	WHITE MARSH PARK DRIVE	BOWIE
CITY OF SEAT PLEASANT PD	6011	ADDISON RD	CAPITOL HEIGHTS
CITY HALL SEAT PLEASANT	6301	ADDISON RD	SEAT PLEASANT
CITY POLICE,COTTAGE	3820	40TH AVE	COTTAGE CITY
CLINTON GROVE ES,PGCPS	9420	TEMPLE HILL RD	CLINTON
COLLEGE PARK, PUBLIC WORKS	9217	51ST AVE	COLLEGE PARK
COLLEGE PARK,CITY HALL	7401	BALTIMORE AVE	COLLEGE PARK
COLMAR MANOR,TOWN OF	3701	LAWRENCE ST	COLMAR MANOR
COLUMBIA PARK,ELEM SCH	1901	KENT VILLAGE DR	LANDOVER
COMM CENTER,DEERFLD	13000	LAUREL BOWIE RD	LAUREL
COMM CTR,GOODLUCK	8601	GOOD LUCK RD	LANHAM
COMM FAC,CEN	7911	ANCHOR ST	LANDOVER
COMMISSION,CABLE	14741	GOV ODEN BOWIE	UPPER MARLBORO
COMMUNITY CTR,GREENBLT	15	CRESCENT RD	GREENBELT
COMMUNITY CTR,GREENBLT	6101	CHERRYWOOD LN	GREENBELT
COMMUNITY CTR,JEH	4400B	SHELL ST	CAPITOL HEIGHTS
COMMUNITY CTR,PEPPER MILL	610	HILL RD	CAPITOL HEIGHTS
COMNITY CNTR,KENTLAND	2411	PINEBROOK AVE	LANDOVER
CONCORD,ELEM SCH	2004	CONCORD LN	DISTRICT HEIGHTS

COUNTY COUNCIL,OFFICE OF	14741	GOV ODEN BOWIE DR	UPPER MARLBORO
COUNTY OFFICE,OITC	1301	MCCORMICK DR	LARGO
COUNTY,PG POLIC	6707	GROVETON DR	CLINTON
CROSSLAND,HIGH SCH	6901	TEMPLE HILL RD	CAMP SPRINGS
CTAM,CABLE TE	120	WATERFRONT ST	OXON HILL
DENT ES,J FRANK	2700	CORNING AVE	FT WASHINGTON
DEPARTMENT,POLICE	7600B	BARLOWE RD	LANDOVER
DEPARTMENT,POLICE	11108	FORT WASHINGTON RD	FORT WASHINGTON
DEPT PROTECT,POLICE	14741	GOV ODEN BOWIE	UPPER MARLBORO
DFMS,PG CPS	2600	BROOKS DR	DISTRICT HEIGHT
DIVISION,DPWT	9400	PEPPERCORN PL	LARGO
DOSWELL BROOK,ELEM SCH	1301	BROOKE RD	CAPITOL HEIGHTS
DUCKWORTH ELM,JAMES	11201	EVANS TRL	BELTSVILLE
EARLY CHLDHOOD,HOYER	2300	BELLEVIEW AVE	CHEVERLY
EDGAR A POE,ELEM SCH	2001	SHADYSIDE AVE	SUITLAND
EISENHOWER MS,DWIGHT	13725	BRIARWOOD DR	LAUREL
ELECTIONS,BOARD OF	1100	MERCANTILE LN	UPPER MARLBORO
ELEM SCHOOL,BEACON	6929	FURMAN PKWY	RIVERDALE
ELEM SCHOOL,CALVERTN	3400	BELTSVILLE RD	BELTSVILLE
ELEM SCHOOL,CARROLTN	8300	QUINTANA ST	NEW CARROLLTON
ELEM SCHOOL,CT REED	9501	GREENBELT RD	LANHAM
ELEM SCHOOL,KENILWOR	12520	KEMBRIDGE DR	BOWIE
ELEM SCHOOL,KENMOOR	3211	82ND AVE	LANDOVER
ELEM SCHOOL,LAUREL	516	MONTGOMERY ST	LAUREL
ELEM SCHOOL,PERRYWOO	501	WATKINS PARK DR	UPPER MARLBORO
ELEM SCHOOL,R FROST	6419	85TH AVE	NEW CARROLLTON
ELEM SCHOOL,RIDGCRST	6120	RIGGS RD	HYATTSVILLE
ELEM SCHOOL,SPELLMAN	3324	64TH AVE	LANDOVER
ELEM SCHOOL,UNIV PK	4315	UNDERWOOD ST	UNIVERSITY PARK
ELEM SCHOOL,WHITEHAL	3901	WOODHAVEN LN	BOWIE
ELEM,GREENBEL	66	RIDGE RD	GREENBELT
ELEMEN SCHOOL,MATTAPON	11701	DULEY STATION RD	UPPER MARLBORO
ELEMENTARY SC,AVALON	4815	DALTON ST	CAMP SPRINGS
ELEMENTARY SC,SUITLAND	4650	HOMER AVE	SUITLAND
ELEMENTARY,ADELPHI	8820	RIGGS RD	HYATTSVILLE
ELEMENTARY,BADEN	13601	BADEN WESTWOOD	BRANDYWINE
ELEMENTARY,BELTSVIL	4300	WICOMICO AVE	BELTSVILLE
ELEMENTARY,BONDMILL	16001	SHERWOOD AVE	LAUREL
ELEMENTARY,CHEROKEE	9000	25TH AVE	HYATTSVILLE
ELEMENTARY,COOPER	3817	COOPER LN	LANDOVER HILLS
ELEMENTARY,DEERFLD	13000	BOWIE RD	LAUREL

ELEMENTARY,DODGE PK	3401	HUBBARD RD	LANDOVER
ELEMENTARY,GLENARDN		ECHOLS AVENUE	GLENARDEN
ELEMENTARY,GLENRIDG	7200	GALLATIN ST	LANDOVER HILLS
ELEMENTARY,HEATHER	12605	HEMING LN	MITCHELLVILLE
ELEMENTARY,HIGHBRID	7011	HIGH BRIDGE RD	BOWIE
ELEMENTARY,HOLLYWOO	9811	49TH AVE	COLLEGE PARK
ELEMENTARY,HYATTSVL	5311	43RD AVE	HYATTSVILLE
ELEMENTARY,KINGSFOR	1401	ENTERPRISE RD	BOWIE
ELEMENTARY,LAMONT	7101	GOOD LUCK RD	HYATTSVILLE
ELEMENTARY,LEWISDAL	2400	BANNING PL	HYATTSVILLE
ELEMENTARY,NORTHVIE	3700	NORTHVIEW DR	BOWIE
ELEMENTARY,OAKLAND	13710	BOWIE RD	LAUREL
ELEMENTARY,RIVERDALE	5006	RIVERDALE RD	RIVERDALE
ELEMENTARY,ROCKLEDG	7701	LAUREL BOWIE RD	BOWIE
ELEMENTARY,TEMPLETO	6001	CARTERS LN	RIVERDALE
ELEMENTARY,WOODMORE	12500	WOODMORE RD	BOWIE
ELEMENTARY,WOODRIDG	5001	FLINTRIDGE DR	LANDOVER HILLS
ELEMENTARY,YORKTOWN	7301	RACE TRACK RD	BOWIE
ELMENTARY,MAGNOLIA	8400	NIGHTINGALE DR	LANHAM
ETHICS/ACCOUN,OFFICE	9201	BASIL CT	LARGO
EXECUTIVE,COUNTY	1301	MCCORMICK DR	LARGO
FAB,PGCPS	13300	OLD MARLBORO PIKE	UPPER MARLBORO
FAMILY SRVS,DEPT	6420	ALLENTOWN RD	CAMP SPRINGS
FINANCE,OFFICE OF	1301	MCCORMICK DR	LARGO
FIRE CHIEF,EMS DEPT OF THE	9201	BASIL CT	UPPER MARLBORO
FIRE COMMISSION,PG CO	6820	WEBSTER ST	LANDOVER HILLS
FIRE DEPT 41,BELTSVIL	3939	POWDER MILL RD	BELTSVILLE
FIRE DEPT,B H VOL	8811	60TH AVE	BERWYN HEIGHTS
FIRE DEPT,LANDOVER	6801	68TH AVE	LANDOVER HILLS
FIRE DEPT,LANHAM	7609	ANNAPOLIS RD	LANDOVER HILLS
FIRE DEPT,PG	6330	RIGGS RD	HYATTSVILLE
FIRE DEPT,RIVERDAL	4714	QUEENSBURY RD	RIVERDALE
FIREHOUSE #2,KENTLAND	10400	CAMPUS WAY S	LARGO
FIREHOUSE 1,KENTLAND	7701	LANDOVER RD	LANDOVER
FLINTSTONE ES,PGCPS	800	COMANCHE DR	FOREST HEIGHTS
FLOWERS HS,CHUBBERT	10001	OLD ARDWICK ARDMR R	SPRINGDALE
FOREST HGTS,ELEM SCH	200	TALBERT DR	FOREST HEIGHTS
FORESTVILLE,HIGH SCH	7001	BELTZ DR	DISTRICT HEIGHTS
FRANCIS EVANS,ELEM SCH	6720	OLD ALEX F RD	CLINTON
FRANCIS S KEY,MID SCH	2301	SCOTT KEY DR	DISTRICT HEIGHTS
FRED DOUGLAS,HIGH SCH	8000	CROOM RD	UPPER MARLBORO

FSB,PGCPS	4801	BROWN STATION RD	UPPER MARLBORO
G G SHUGART,MID SCH	2000	CALLAWAY ST	CAMP SPRINGS
GAYWOOD ES,PGCPS	6701	97TH AVE	LANHAM
GEORGES CC,PRINCE	301	LARGO RD	LARGO
GEORGE'S CTY,PRINCE	9201	BASIL CT	LARGO
GLASSMANOR,ELEM SCH	1011	MARCY AVE	OXON HILL
GOODARD JR HI,ROBERT	9850	GOOD LUCK RD	LANHAM
GOUR MIDDLE SC,ISAAC	8700	ALLENTOWN RD	FORT WASHINGTON
GOV'T BLDG,LIBRARY	11	CRESCENT RD	GREENBELT
GREEN VALLEY,ELEM SCH	2215	CHADWICK ST	CAMP SPRINGS
GREENBELT,CITY OF	25	CRESCENT RD	GREENBELT
GROVE ELEM,TULIP	2909	TRAINOR LN	BOWIE
HANSON MONTAS,JOHN	6360	OXON HILL RD	OXON HILL
HARRISON ELE,JAMES	13200	LARCHDALE RD	LAUREL
HEIGHTS ELEM,CAPITAL	601	SUFFOLK AVE	CAPITOL HEIGHTS
HGTS COMM CTR,BERWYN	6200	PONTIAC ST	BERWYN HEIGHTS
HIGH SCHOOL,BLAD	5610	TILDEN RD	BLADENSBURG
HIGH SCHOOL,DEMATHA	4313	MADISON ST	HYATTSVILLE
HIGH SCHOOL,DUVAL	9880	GOOD LUCK RD	LANHAM
HIGH SCHOOL,HIGHTP	3601	POWDER MILL RD	BELTSVILLE
HIGH SCHOOL,LAUREL	8000	CHERRY LN	LAUREL
HIGH SCHOOL,NORTHWST	7000	ADELPHI RD	UNIVERSITY PARK
HIGH SCHOOL,PARKDALE	6001	GOOD LUCK RD	RIVERDALE
HIGH SCHOOL,ROOSEVLT	7601	HANOVER PKWY	GREENBELT
HIGHLAND ELEM,CAROLE	1610	HANNON ST	TAKOMA PARK
HILL LAKE ELM,SPRGHILL	6060	SPRINGHILL DR	GREENBELT
TOWN HALL, LANDOVER HILLS	6904	TAYLOR ST	LANDOVER HILLS
HILL VOL FD,SILVER	3900	OLD SILVER HILL	SUITLAND
HILLCREST HGT,ELEM SCH	4305	22ND PL	CAMP SPRINGS
HILLS ELEMEN,CARMODY	401	JADELEAF AVE	CAPITOL HEIGHTS
HOOD,AGER ELM	6111	AGER RD	UNIVERSITY PARK
HOUSE,COURT	14735	MAIN ST	UPPER MARLBORO
HTS ELEM,ROGERS	4301	58TH AVE	BLADENSBURG
INDIAN QUEEN,ELEM SCH	9551	FORT FOOTE RD	FORT WASHINGTON
JAMES RANDALL,ELEM SCH	5410	KIRBY RD	CLINTON
JB MASON,PGCPS	2720	IVERSON ST	CAMP SPRINGS
JOHN BAYNE,ELEM SCH	7010	WALKER MILL RD	CAPITOL HEIGHTS
KENNEDYSCHOOL,DORA	8950	EDMONSTON RD	GREENBELT
KETTERING,ELEM SCH	11000	LAYTON ST	LARGO
KETTERING,MID SCH	65	HERRINGTON DR	LARGO
LANGLEY PARK,SR CTR	1500	MERRIMAC DR	HYATTSVILLE
LANGLEY PK MCCORMICK,PGCPS	8201	15TH AVE	HYATTSVILLE

LARGO,HIGH SCH	505	LARGO RD	LARGO
LAW,OFFICE	1301	MCCORMICK DR	LARGO
LONGFIELDS,ELEM SCH	3300	NEWKIRK AVE	DISTRICT HEIGHTS
LOWER CAMPUS,ACCOKEEK	14400	BERRY RD	ACCOKEEK
MAINTENANCE,FLEET	8019	CENTRAL AVE	CAPITOL HEIGHTS
MANAGE & BUDGET,OFFICE OF	1301	MCCORMICK DR	LARGO
MANAGEMENT,WASTE	3500	BROWN STATION RD	SPRINGDALE
MANOR COM CTR,GLASS	1101	MARCY AVE	OXON HILL
MARLBORO HALL,PGCC	301	LARGO RD	LARGO
MARLTON,ELEM SCH	8506	OLD COLONY DR S	UPPER MARLBORO
MARSHALL MIDD,THURGOOD	4909	BRINKLEY RD	CAMP SPRINGS
MASSIE ACADEM,SAMUEL P	3301	REGENCY PKWY	DISTRICT HEIGHTS
MATHEW HENSON,ELEM SCH	7910	SCOTT RD	LANDOVER
MATHIAS SCHL,SAINT	9473	ANNAPOLIS RD	LANHAM
MCHENRY ELEM,JAMES	8909	MCHENRY LN	LANHAM
MELWOOD,ELEM SCH	7100	WOODYARD RD	UPPER MARLBORO
MIDDLE SCHOOL,BUCKLDG	2611	BUCK LODGE RD	HYATTSVILLE
MIDDLE SCHOOL,CARROLL	6130	LAMONT DR	NEW CARROLLTON
MIDDLE SCHOOL,GREENBELT	6301	BREEZEWOOD DR	GREENBELT
MIDDLE SCHOOL,HYATTS	6001	42ND AVE	HYATTSVILLE
MIDDLE SCHOOL,KENMORE	2500	KENMOOR DR	LANDOVER
MIDDLE SCHOOL,M L KING	4545	AMMENDALE RD	BELTSVILLE
MIDDLE SCHOOL,N OREM	6100	EDITORS PARK DR	HYATTSVILLE
MIDDLE SCHOOL,WM WIRT	6200	TUCKERMAN ST	RIVERDALE
MIDDLSCHOOL,BENJAMIN	4901	COLLINGTON RD	BOWIE
MONTPELIER ES,PGCPS	9200	MUIRKIRK RD	LAUREL
N FORESTVILLE,ELEM SCH	2311	RITCHIE RD	DISTRICT HEIGHTS
NEW CARROLTON,CITY OF	6016	PRINCESS GDN PKWY	LANHAM
OGLE MIDD SCH,SAMUEL	4111	CHELMONT LN	BOWIE
OITC,PGC	9201	BASIL CT	LARGO
OLD FHHS,PGCPS	1401	NYE ST	FAIRMOUNT HEIGHTS
OVERLOOK,ELEM SCH	3298	CURTIS DR	CAMP SPRINGS
OWENS SCIENCE,HOWARD	9601	GREENBELT RD	LANHAM
OXON HILL,ELEM SCH	7701	LIVINGSTON RD	OXON HILL
P E WILLIAMS,ELEM SCH	9601	PRINCE PL	LARGO
PANORAMA,SPEC CEN	2002	CALLAWAY ST	CAMP SPRINGS
PARK HIGH SCH,GWYNN	13800	BRANDYWINE RD	BRANDYWINE
PARK MID,GWYNN	8000	DYSON RD	BRANDYWINE
PATUXENT,ELEM SCH	4410	BISHOPMILL DR	UPPER MARLBORO
PHILLIP,SAINT	5414	HENDERSON WAY	MORNINGSIDE
PK FIRE DPT,COLLEGE	8115	BALTIMORE AVE	COLLEGE PARK

PK PUBLIC WK, COLLEGE	9217	51ST AVE	COLLEGE PARK
PLEASANT, SEAT	5720	ADDISON RD	FAIRMOUNT HGTS
POLICE DEPT, BERWYN HEIGHTS	5411	BERWYN RD	BERWYN HEIGHTS
POLICE DEPT, BOWIE	15901	FRED ROBINSON WAY	BOWIE
POLICE DEPT, CAPT	401	CAPITOL HEIGHTS BLVD	CAPITOL HEIGHTS
POLICE DEPT, GREENBLT	550	CRESCENT RD	GREENBELT
POLICE DEPT, LAUREL	811	5TH ST	LAUREL
POLICE DEPT, PG CO	7600	BARLOWE RD	LANDOVER
POLICE DEPT, RIVERDALE	5004	QUEENSBURY RD	RIVERDALE
POLICE, MD PARK	7208	ALLENTOWN RD	FORT WASHINGTON
POLICE, PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE, PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE, PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE, PGC DEPT	4923	43RD AVE	HYATTSVILLE
POLICE, PG COUNTY	6700	RIVERDALE RD	RIVERDALE
POLICE, MOUNT RAINIER	3249	RHODE ISLAND AVE	MT RAINIER
POLICE, STATE	3500	FORESTVILLE RD	DISTRICT HEIGHTS
POLICE, US PARK	6501	GREENBELT RD	GREENBELT
POTOMAC LAND, ELEM SCH	12500	FORT WASHINGTON RD	FORT WASHINGTON
POTOMAC, HIGH SCH	5211	BOYDELL AVE	OXON HILL
PRINCETON, ELEM SCH	6101	BAXTER DR	SUITLAND
PUBLIC SRVCS, COLLEGE PARK	7401	BALTIMORE AVE	COLLEGE PARK
PUBLIC SRVCS BERWYN HEIGHTS	8418	BALLEW AVE	BERWYN HEIGHTS
PUBLIC WORKS, BOWIE	16500	ANNAPOLIS RD	BOWIE
PUBLIC WORKS, BOWIE	16500	ANNAPOLIS RD	BOWIE
PUBLIC WORKS, COL PK	9219	51ST AVE	COLLEGE PARK
PUBLIC WORKS, DEPT	305	1ST ST	LAUREL
PUBLIC WORKS, DEPT OF	3715	WELLS AVE	MT RAINIER
PUBLIC WORKS, GREENBELT	555	CRESCENT RD	GREENBELT
RAINIER ELEM, MT	4011	32ND ST	MOUNT RAINIER
REDEEMER, HOLY	4905	BERWYN RD	COLLEGE PARK
REIG SPEC ED, ELIZABET	15542	PEACH WALKER DR	BOWIE
RIDGE ELEM, POINTER	1110	PARKINGTON LN	BOWIE
ROAD COMM CTR, TUCKER	1771	TUCKER RD	FORT WASHINGTON
ROOM COURTHOU, TRAINING	14735D	MAIN ST	UPPER MARLBORO
ROSE VALLEY, ELEM SCH	9800	JACQUELINE DR	FORT WASHINGTON
SAMUEL CHASE, ELEM SCH	5700	FISHER RD	CAMP SPRINGS
SANITARYLANDF, BROWNSTA	3500	BROWN STATION RD	SPRINGDALE
SASSCER, PG CPS	14201	SCHOOL LN	UPPER MARLBORO
SCHOOL, BRANDYWINE	14101	BRANDYWINE RD	BRANDYWINE
SCOTCHTOWN HILLS ELEM SCH	15950	DORSET ROAD	LAUREL

SEABROOK ES,PGCPS	6001	SEABROOK RD	LANHAM
SEAT PLEASANT,ELEM SCH	6411	G ST	FAIRMOUNT HGT
TOWN (SENIOR) CENTER ,BERWYN HEIGHTS	8603	57TH AVE	COLLEGE PARK
SENIOR HIGH,BOWIE	15200	ANNAPOLIS RD	BOWIE
SETON HS,ELIZABET	5715	EMERSON ST	BLADENSBURG
SKYLINE ES ADMIN,PGCPS	6311	RANDOLPH RD	MORNINGSIDE
SPECL SCHOOL,GLENDALE	6700	GLENN DALE RD	GLENN DALE
ST ATTY OFC,OFFICE	14735	MAIN ST	UPPER MARLBORO
ST POLICE,MARYLAND	10100	RHODE ISLAND AVE	COLLEGE PARK
STATE UNIVERS,BOWIE	14000	JERICHO PARK RD	BOWIE
STATION 46,KENTLAND	10400	CAMPUS WAY S	LARGO
STEPHEN DECATUR,PGCPS	8200	PINEWOOD DR	CLINTON
STONE ELEM,THOMAS	4500	34TH ST	MT RAINIER
SUITLAND,HIGH SCH	5200A	SILVER HILL RD	DISTRICT HEIGHTS
SURRATTSVILLE,HIGH SCH	6101	GARDEN DR	CLINTON
SYLVANIA-WOOD,JUDGE	3000	CHURCH ST	GLENARDEN
TALL OAKS HS,PGCPS	2112	CHURCH RD	BOWIE
TALL OAKS,ACADEMY AT	2112	CHURCH RD	BOWIE
TANGLEWOOD,SPEC CEN	8333	WOODYARD RD	CLINTON
TAYAC ES,PGCPS	8600	ALLENTOWN RD	FORT WASHINGTON
TELEVISION,PG	9475	LOTTSFORD RD	LARGO
THOM CLAGGETT,ELEM SCH	2001	ADDISON RD S	DISTRICT HEIGHTS
THOM G PULLEN,MID SCH	700	BRIGHTSEAT RD	LANDOVER
THOMAS JOHNSON MS,PGCPS	5401	BARKER PL	LANHAM
TOWN HALL,BERWYN HEIGHTS	5700	BERWYN RD	BERWYN HEIGHTS
TOWN HALL,BRENTWOOD	4300	39TH PL	BRENTWOOD
TOWN HALL CAPITOL HEIGHTS	1	CAPITOL HTS. BLVD	CAPITOL HEIGHTS
TOWN HALL,COTTAGE	3820	40TH AVE	COTTAGE CITY
TOWN HALL EAGLE HARBOR	22308	HAWKINS DRIVE	AQUASCO
TOWN HALL FOREST HEIGHTS	5508	ARAPAHOE DRIVE	FOREST HEIGHTS
TOWN HALL MORNINGSIDE	6901	AMES STREET	MORNINGSIDE
TOWN HALL, RIVERDALE PARK	5008	QUEENSBURY RD	RIVERDALE
TOWN HALL UPPER MARLBORO	14211	SCHOOL LANE	UPPER MARLBORO
TV ROOM,ACCOKEEK	301	LARGO RD	LARGO
UPPER CAMPUS,ACCOKEEK	14500	BERRY RD	ACCOKEEK
VALLEY VIEW,ELEM SCH	5500	DANBY AVE	OXON HILL
VANSVILLE SCH,VANSVILL	6813	AMMENDALE RD	BELTSVILLE
WALDON WOODS ES,PGCPS	10301	THRIFT RD	CLINTON
WALKER MILL,MID SCH	800	KAREN BLVD	CAPITOL HEIGHTS
WASH FOREST,ELEM SCH	1300	FILLMORE RD	FORT WASHINGTON
WHEATLEY,SPEC CEN	1200	RITCHIE RD	CAPITOL HEIGHTS

WILLIAM HALL ACAD,PGCPS	5200	MARLBORO PIKE	CAPITOL HEIGHTS
WM BEANES,ELEM SCH	5108	DIANNA DR	SUITLAND
WOODS ES,GLENARDEN	7801	GLENARDEN PKWY	GLENARDEN
WORKS BLDG,PUBLIC	6318	WESTBROOK DR	NEW CARROLLTON
YOUTH CENTER,GREENBLT	99	CENTERWAY	GREENBELT

EXHIBIT C
PARTICIPATING MUNICIPALITIES

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

EXHIBIT D

LINE EXTENSION POLICY

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

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

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

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

More specifically:

If Franchisee receives a request for service, the Franchisee shall first determine the total construction costs of the extension. The "total construction costs" ("TCC") are defined as the actual turnkey cost to construct the entire extension required to serve the persons requesting services measuring from the Starting Point to the Ending Point, as specified in Section 3.2 of the

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

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

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

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

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

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

EXHIBIT E

PEG CHANNEL LISTING (HD Channels to be so marked)

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

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

EXHIBIT F
PEG ORIGINATION POINTS

Berwyn Heights	Town Hall
Bladensburg	Town Hall
Bowie	Gov Building
Bowie State University	Bowie State Campus
Brentwood	Town Hall
Capitol Heights	Town Hall
Cheverly	Town Hall
College Park	City Hall/Gov Building
Colmar Manor	Town Hall
Cottage City	Town Hall
District Heights	City Hall
Eagle Harbor	Town Hall
Edmonston	Town Hall
Fairmount Heights	Town Hall
Forest Heights	Town Hall
Glenarden	City Hall
Greenbelt	City Hall /Gov Building
Hyattsville	City Hall
Landover Hills	Town Hall
Laurel	Municipal Center
Morningside	Town Hall
Mt. Rainier	City Hall
New Carrollton	City Hall
North Brentwood	Town Hall
PGCC – Community college	PGCC Campus
PGCO Government	Gov Building
PGCO Public Schools	Gov Building
PGC Safety Channel	<i>(No source for 5+ years)</i>
Riverdale Park	Town Hall
Seat Pleasant	City Hall
University Park	Town Hall
University of Maryland	UMD Campus
University of Maryland University College	UMD Campus
Upper Marlboro	Town Hall

EXHIBIT G

CUSTOMER SERVICE STANDARDS

This Exhibit sets forth the minimum customer service standards that the Franchisee must satisfy. In addition, and subject to the provisions of this Agreement, the Franchisee shall at all times satisfy any additional requirements established by applicable federal and state law or regulation, including, without limitation, consumer protection laws, and the requirements of the Cable Code, including Section 12A-109, as the same may be amended from time to time.

I. DEFINITIONS

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

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

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

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

II. RELATIONSHIP TO COUNTY CODE

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

III. CUSTOMER SERVICE STANDARDS

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

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

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

becomes effective.

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

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

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

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

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

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

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

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

- (1) Franchisee must begin work on Service Interruptions within twenty-four (24) hours, including weekends, of receiving a Subscriber's call reporting

a Service Interruption or the need for repairs otherwise become known to Franchisee.

- (2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the County of a Cable Service problem.

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

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

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

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

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

O. All Franchisee promotional materials, announcements, and advertising of

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

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

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

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

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

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

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

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

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

- (1) Prompt Service. The Standard Installations of 350 feet or less shall be

performed within seven (7) business days after an order is placed, (Standard installations of 126 feet to 350 feet may require additional construction and need additional time), or at a later date requested by the Subscriber, subject to Section 3 of the Agreement.

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

EXHIBIT H**Franchise Bond
Bond No.**

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

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

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

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

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

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

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

earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

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

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

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

Principal _____ **Surety**

By: _____ By: _____
Attorney-In-Fact

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

Exhibit J



Date

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Dear XXXXXXXXXXXX:

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

Please find herein and attached a:

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

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

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

Regards,

Andre Fountain
Senior Specialist, Government & Community Affairs

1. Summary of Activities in Development of the Cable System

Programming Changes:

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

2. Summary of Complaints

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

3. Report of Service Calls

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

4. Annual Franchise Fee Statement

See attached quarterly franchise fee statements.

5. 10-K Report

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

6. List of Current Officers, Directors, and Ownership

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

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

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

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

Exhibit J

**Prince George's County Report
Q_202_**

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

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

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

A list of Outages** for the quarter is attached.
**Outages include those outages of at least 30 minutes affecting more than 100 Subscribers.

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

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

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

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

*Data is County-wide.

Outages Q_202_1

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



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
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Item Title: 03-2025 | CDBG PY 51 Resolution of support

A RESOLUTION authorizing the Town Administrator to apply to Prince George’s County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 51 for Infrastructure Projects

Work Session Item [] Council Meeting Item [X]	Documentation Attached: Resolution
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Recommended Action:

Approval for the Town Administrator to apply for grants for Town Projects

Item Summary: The Town Administrator requests Town Council approval to apply for CDBG PY51. This yearly program offered by the County for low—to moderate-income areas provides funds for infrastructure projects within the Town of Bladensburg. This year, the Town will target projects like roadway improvements and the continuation of the 57th Avenue Lighting Project.

The Town has been successful in obtaining funding for these Town Infrastructure projects, and this year, we are working on a proposal with our Town Engineers, Burdis and Burdis.

This resolution authorizes the application for funding and support for the Town's efforts. If funded, grant projects will occur in FY 2026.

The Town has recently completed the following projects:

- PY 48R – Roadway and Sidewalks – This project funded the sidewalk ramps adjacent to Bladensburg High School and sidewalk improvement by Emerson House.

Work in Progress:

- PY 48R – Bridge Repairs – The Town has contracted with Gordian, and this project will be completed in the Fall of 2024.

Future Work

- PY 50 – Sidewalks: This project will be put out for bid in the Winter/Spring of this year.

The Town Administrator will be available to answer any questions about this matter.

Budgeted Item: Yes [] No [X] Budgeted Amount: \$ TBD One-Time Cost: Yes Ongoing Cost:	Continued Date:
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Council Priority: Yes [] No []	Approved Date:
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Town of Bladensburg, Maryland

RESOLUTION NO. 3-2025

Date Introduced: October 14, 2024

Date Adopted: October 14, 2024

Date Effective: October 14, 2024

A **RESOLUTION** authorizing the Town Administrator to apply to Prince George’s County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 51 for Infrastructure Projects.

WHEREAS, the Town of Bladensburg and the Mayor and Town Council approve the Town Administrator submitting an application to Prince George’s County Department of Housing and Community Development on behalf of the Town of Bladensburg for Community Development Block Grant (CDBG) funding for PY 51; and,

WHEREAS, the Town of Bladensburg wants to support the quality of life for its residents through the use of CDBG PY 51 Funds for Roadway projects, Sidewalk repairs and,

WHEREAS, CDBG PY 51 provides financial assistance to municipalities and communities in Prince George’s County and

WHEREAS, the Town of Bladensburg supports Town staff’s efforts and wishes to submit an application to the Prince George’s County Department of Housing and Community Development requesting Funding for Infrastructure Projects within the Town.

BE IT RESOLVED THAT THE MAYOR AND TOWN COUNCIL, hereby fully support and approve the submission of an application to the CDBG PY 51 program and approve the final submission of the application, subject to any non-substantive revisions to the application by the Town Attorney and Town Administrator, which may be deemed appropriate.

BE IT FURTHER RESOLVED that this Resolution be and is hereby adopted this **14th** Day of **October 2024** and shall take effect immediately upon its adoption.

Attest:

Regine R. Watson, Town Clerk

Takisha D. James, Mayor



Angela D. Alsobrooks
County Executive

**CONDADO DE PRINCE GEORGE
DEPARTAMENTO DE VIVIENDA Y DESARROLLO COMUNITARIO
DIVISIÓN DE PLANIFICACIÓN Y DESARROLLO COMUNITARIO**

**SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG, en inglés)
AVISO DE DISPONIBILIDAD DE FINANCIACIÓN (NoFA, en inglés)**

Y

TALLER DE SOLICITUD Y PROPUESTA DEL AÑO DEL PROGRAMA (PY, en inglés) 51

El Departamento de Vivienda y Desarrollo Comunitario (DHCD, en inglés) del Condado de Prince George está aceptando solicitudes para el programa de subsidio en bloque para el desarrollo comunitario (CDBG) para **el año del programa (PY) 51, que abarca desde el 1.º de julio de 2025 hasta el 30 de junio de 2026**. Las solicitudes estarán disponibles en línea a partir del **martes 1.º de octubre de 2024**. El plazo para presentar las solicitudes finaliza el **viernes 1.º de noviembre de 2024 a las 5:00 p. m.**

Los fondos del programa CDBG se destinan a promover comunidades prósperas a través de la provisión de viviendas dignas, entornos de vida adecuados y la ampliación de las oportunidades económicas, fundamentalmente para las personas con ingresos bajos y moderados. Se aceptarán solicitudes y se tendrán en cuenta proyectos de rápida implementación. Además, los solicitantes con financiación pendiente de años anteriores, incluido el año del programa 49 y los anteriores, no podrán recibir financiación.

La solicitud del programa CDBG para el año del programa 51 estará disponible en línea en el sitio web del Departamento de Vivienda y Desarrollo Comunitario: <http://www.princegeorgescountymd.gov/1106/Community-Development-Block-Grant>. Las personas interesadas también pueden presentar su solicitud enviando un correo electrónico a CDBGCPD@co.pg.md.us.

Las solicitudes o propuestas deberán enviarse por correo electrónico a más tardar el
1.º de noviembre de 2024 a las 5:00 p. m.

a

CDBGCPD@co.pg.md.us

El DHCD patrocinará un **taller sobre propuestas**, que ofrecerá una visión general del programa CDBG y los requisitos específicos relacionados con la aplicación de los fondos, que incluyen, entre otros los siguientes:



- La financiación de la categoría de planificación y administración es limitada.
- La categoría de servicios públicos tiene un límite del 15 % del total de los fondos asignados para el año del programa correspondiente, de acuerdo con la sección 570.500(a) del Título 24 del Código de Regulaciones Federales (CFR, en inglés).

Tenga en cuenta que, de acuerdo con las tendencias históricas del Departamento, un solicitante solo puede solicitar financiación por un importe máximo de \$50,000.00.

La fecha y hora del taller son las siguientes:

FECHA: martes 1.º de octubre de 2024

DURACIÓN: 10:00 a. m. a 12:00 p. m.

LUGAR: Zoom (reunión virtual)

- Se solicita a los participantes interesados que envíen un correo electrónico a CDBGCPD@co.pg.md.us para recibir la invitación a la reunión por Zoom. Todos los inscriptos deben seguir las instrucciones para participar en la reunión.

Se dispondrá de lengua de señas para las personas con discapacidad auditiva y de servicios de interpretación. Para solicitar dichos servicios, llame al siguiente número telefónico: TTY (301) 699-2544.

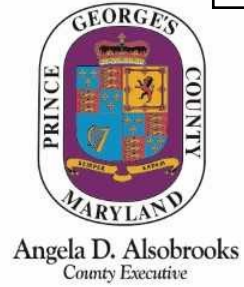
El condado de Prince George promueve de manera activa la igualdad de oportunidades y no discrimina por motivos de raza, color, sexo, religión, origen étnico o nacional, discapacidad o situación familiar en la admisión o el acceso a los beneficios de los programas o actividades.

Con la autorización de:

Aspasia Xypolia, Directora
Condado de Prince George
Departamento de Vivienda y Desarrollo Comunitario
9200 Basil Court, Suite 306
Largo, Maryland 20774

Fecha: 5 de septiembre de 2024





**PRINCE GEORGES'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT COMMUNITY
PLANNING AND DEVELOPMENT DIVISION**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NOTICE OF FUNDING
AVAILABILITY (NoFA)**

AND

PROGRAM YEAR (PY) 51 APPLICATION AND PROPOSAL WORKSHOP

The Prince George's County Department of Housing and Community Development (DHCD) will be accepting Community Development Block Grant (CDBG) Program applications for **Program Year (PY) 51, covering July 1, 2025, to June 30, 2026**. Applications will be available online on **Tuesday, October 1, 2024**. The application submission deadline is **Friday, November 1, 2024, at 5:00 P.M.**

CDBG funds are used to promote viable communities by providing decent housing, suitable living environments and expanding economic opportunities primarily to low and moderate-income persons. Applications will be accepted, and consideration will be given to shovel ready projects. Additionally, Applicants with outstanding prior years funding, including Program Year 49 and prior, may not be eligible for funding.

The CDBG application for Program Year 51 will be available on-line at the Department of Housing and Community Development's website:

<http://www.princegeorgescountymd.gov/1106/Community-Development-Block-Grant>.

Interested parties may also request an application by sending an e-mail to CDBGCPD@co.pg.md.us.

Application/Proposals must be submitted by email no later than

November 1, 2024, by 5:00 P.M. to

[**CDBGCPD@co.pg.md.us**](mailto:CDBGCPD@co.pg.md.us)



DHCD will sponsor a **Proposal Workshop**, which will provide an overview of the CDBG Program, and specific requirements related to the application of these funds including, but not limited to:

- Funding for the Planning and Administration category is limited; and,
- The Public Service Category is capped at 15% of the total entitlement funds for the applicable program year, in accordance with 24 CFR § 570.500(a).

Please note that based on the Department’s historical trends, an applicant may only seek funding up to \$50,000.00.

The workshop date and time are as follows:

DATE: Tuesday, October 1, 2024

TIME: 10:00AM – 12:00PM

PLACE: Zoom (virtual meeting)

- Interested participants are asked to R.S.V.P. by emailing to CDBGCPD@co.pg.md.us to receive the Zoom meeting invitation. All registrants must follow the instructions to join the meeting.

Sign language for the hearing impaired and interpretive services can be made available. To request these services, please call: TTY (301) 699-2544.

Prince George’s County affirmatively promotes equal opportunity and does not discriminate on the basis of race, color, gender, religion, ethnic or national origin, disability, or familial status in admission or access to benefits in programs or activities.

By Authority of:

Aspasia Xypolia, Director
Prince George’s County
Department of Housing and Community Development
9200 Basil Court, Suite 306
Largo, Maryland 20774

Date: September 5, 2024





Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: 04-2025 A Resolution of Support for Chesapeake Bay Trust Grant Funding	
Resolution 04-2025: A RESOLUTION authorizing the Town Administrator to apply to Chesapeake Bay Trust (CBT) on behalf of the Town of Bladensburg for the Prince George's County Stormwater Stewardship Grant Program is funding for Town Projects	
Work Session Item [] Council Meeting Item [X]	Documentation Attached: Resolution
Recommended Action:	
Approval for the Town Administrator to apply for grants for Town Projects	
<p>Summary: The Town is working on grant applications for two projects that will help reduce flooding runoff and create green spaces within the Town.</p> <p>What does CBT fund?: This grant program funds on-the-ground restoration activities that improve communities improve water quality, support the County's Climate Action Plan, and engage Prince George's County residents in the restoration and protection of the local rivers and streams of Prince George's County.</p> <p>Eligible Project Tracks and Funding Request Amounts:</p> <ul style="list-style-type: none"> • Track 1: Water Quality Implementation (generally \$50,000 to \$150,000) • Track 2: Tree Canopy: Outreach, Education, Maintenance, and Preservation (generally \$50,000 to \$300,000) • Track 3: Community Awareness and Engagement (generally \$10,000 to \$60,000) • Track 4: Illegal Dumping Data Analysis and Forensics (generally \$10,000 to \$50,000) • Track 5: Additional Project Support Fund (generally \$500 to \$5,000) <p>This program funds projects within Prince George's County, Maryland, excluding the City of Bowie. All projects are done in Prince George's County and support community members in Prince George's County.</p> <p>Application Deadline: December 12, 2024.</p> <p>This resolution authorizes the application for funding. If funded, grant projects will occur in FY 2026.</p> <p>Staff will be available to answer any questions about this matter.</p>	
Budgeted Item: Yes [] No [X] Budgeted Amount: \$ TBD One-Time Cost: Yes Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:



Town of Bladensburg, Maryland

RESOLUTION NO. 04-2025

Date Introduced: October 14, 2024

Date Adopted: October 14, 2024

Date Effective: October 14, 2024

A **RESOLUTION** authorizing the Town Administrator to apply to Chesapeake Bay Trust (CBT) on behalf of the Town of Bladensburg for the Prince George's County Stormwater Stewardship Grant Program is funding for Town Projects.

WHEREAS, the Town of Bladensburg and the Mayor and Town Council approve and fully support the Town Administrator submitting an application to Prince George's County Stormwater Stewardship Grant Program on behalf of the Town of Bladensburg for funding and

WHEREAS, the Town of Bladensburg supports the Sustainability Goals of Prince George's County with projects that the Town is submitting and,

WHEREAS, Prince George's County Stormwater Stewardship Grant Program provides grants to municipalities and communities in Prince George's County and,

WHEREAS, the Town of Bladensburg supports these efforts and wishes to submit an application to the Prince George's County Stormwater Stewardship Grant Program requesting funding for Green Infrastructure Projects such as rain gardens and permeable surfaces within the Town and,

BE IT RESOLVED THAT THE MAYOR AND TOWN COUNCIL hereby fully supports and approves the submission of an application to the Prince George's County Stormwater Stewardship Grant Program. The final submission of the application is subject to any non-substantive revisions to the application by the Town Attorney and Town Administrator, which may be deemed appropriate.

BE IT FURTHER RESOLVED that this Resolution be and is hereby adopted this **14th** Day of **October 2024** and shall take effect immediately upon its adoption.

Attest:

Regine R. Watson, Town Clerk

Takisha D. James, Mayor



**Prince George's County Stormwater Stewardship Grant Program
FY25 Request for Proposals**



Prince George’s County Stormwater Stewardship Grant Program

At A Glance

Program Summary:

The Stormwater Stewardship Grant Program funds on-the-ground restoration activities that improve communities, improve water quality, support the County’s Climate Action plan, and engage Prince George’s County residents in the restoration and protection of the local rivers and streams of Prince George’s County.

Deadline: December 12, 2024, at 4 pm EST

Eligible Project Locations: Prince George’s County, Maryland, excluding the City of Bowie

Request amounts are generally:

- Track 1: Water Quality Implementation (\$50,000 to \$150,000)
- Track 2: Tree Canopy: Outreach, Education, Maintenance, and Preservation (\$50,000 to \$300,000)
- Track 3: Community Awareness and Engagement (\$10,000 to \$60,000)
- Track 4: Illegal Dumping Data Analysis and Forensics (\$10,000 to \$50,000)
- Track 5: Additional Project Support Fund (\$500 to \$5,000)

Submit Your Application at:

<https://cbtrust.org/prince-georges-stormwater-stewardship>

Contact:

Scott Lopez
Program Officer
(410) 974-2941 ext.138

This Request for Proposals was released on 9/12/2024.

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Introduction

The Prince George’s County Stormwater Stewardship Grant Program is a partnership between the Prince George’s County Government and the Chesapeake Bay Trust (Trust). This program offers an opportunity to a diverse array of organizations, both those with community-related missions and those with primarily environmental missions, to support projects throughout Prince George’s County that aid communities while treating and controlling stormwater. The goal of this program is to improve communities, improve water quality in the County’s waterways, and engage County residents in stormwater and climate solutions. Funding for this program is provided through the Prince George’s County Department of the Environment (DoE).

Program Goals

This program seeks projects that improve aesthetics of communities and treat the stormwater runoff that comes from various types of properties, thus reducing the negative impact of this runoff on the County’s local streams, rivers, and other natural resources in areas where community residents live and recreate. Projects must accomplish on-the-ground restoration to result in improvements in water quality and watershed health (e.g., reducing pollutants carried by stormwater, reducing carbon emissions, increasing tree canopy, greening areas for beautification and increased community use/enjoyment, and better habitat for wildlife).

As part of an effort to more fully engage underrepresented groups in its grant-making, the Trust strongly encourages projects that increase awareness and participation of multicultural communities to improve watershed health and local ecological ownership. The strongest proposals will show committed collaborators that provide funding, technical assistance, and/or other in-kind services to support the successful implementation of the project.

Local Jobs and the Community

This grant program is focused on the environment, the local economy, and job creation. Prince George’s County’s “Jobs First Act,” County Bill (CB)-17-2011, Sec. 10A-158 to 10A-162 sets the goal of procuring at least fifty one percent (51%) of the dollar volume of its goods and services, including, but not limited to, construction goods and services, to Prince George’s County-based businesses and at least thirty percent (30%) to County-based small businesses. Proposals that meet or exceed the Jobs First Act are preferred.

Grant applicants are encouraged to coordinate with the County’s Supplier Development and Diversity Division (<https://dev.princegeorgescountymd.gov/departments-offices/central-services-new/supplier-development-diversity/commitment-business>) for County based certified small business utilization in connection with the implementation of proposed grant projects. County-based business and County-based small business certification under CB-74-2016 (DR2) undergo extensive certification review through their existing minority business enterprise certification procedures, which establish capabilities and their principal places of operation in the County. Consider local Prince George’s based businesses when contracting for services.

Eligible Project Locations

Projects must be implemented in Prince George’s County, Maryland. Currently, because the City of Bowie is managing its stormwater program independently of the County, projects in the City of Bowie are not eligible for funding in this program.

Eligible Applicants

Prince George's County and the Trust welcome applicants from the following organizations:

- Nonprofit organizations
- Prince George's County municipalities and/or public agencies
- Watershed organizations
- Public and independent higher educational institutions
- Community associations
- Faith-based organizations

Applicants that are not based in Prince George's County must have a Prince George's-based partner, the role of whom should be clearly articulated in the proposal and in a Letter of Commitment from that partner.

This program advertises to and aims to support new groups that wish to use grant funding to support their efforts where they align with the engagement and clean water goals of the County.

Eligible Project Types

Applicants can request funds in the following project tracks:

- [Track 1](#): Water Quality Implementation (generally \$50,000 to \$150,000)
- [Track 2](#): Tree Canopy: Outreach, Education, Maintenance, and Preservation (generally \$50,000 to \$300,000)
- [Track 3](#): Community Awareness and Engagement (generally \$10,000 to \$60,000)
- [Track 4](#): Illegal Dumping Data Analysis and Forensics (generally \$10,000 to \$50,000)
- [Track 5](#): Additional Project Support Fund (generally \$500 to \$5,000)

The general request amount for each project track is provided as guidance, though projects can exceed the request level with justification and prior discussion with the Trust.

Important Project Eligibility Notes: 1) Projects required for regulatory compliance and/or to satisfy any permit requirements (e.g., new or redevelopment), regardless of purpose, are not eligible and 2) Prince George's County DoE considers stipends and/or pay for participation ineligible budget items in this grant program. Contact the Trust for questions on this and to support your project ideas.

The Trust recommends and encourages applicants to request a meeting with the Trust prior to application submission (see "Contact" information below). See [Appendix A](#) "New Applicant Guidance" for guidance on the steps needed to develop project ideas, obtain estimates for work, and compile the pieces needed for robust applications for applicants who are new to water quality projects (Track 1).

Track 1: Water Quality Implementation (generally \$50,000 to \$150,000)

Water quality implementation projects must implement on-the-ground projects that provide a water quality benefit and treat runoff from impervious surfaces. Applicants may request funding for design, design-build, or construction of water quality projects. If requesting design funds, the applicant must provide a plan for implementation (i.e., construction) of the project. Projects that are furthest along in the design and permitting phases are prioritized. See [Appendix B](#) for design guidelines and information applicants should submit with their application.

New Applicants

We welcome new applicants!

Groups that **have predominantly community-oriented missions** (i.e., that are not environmental groups) are encouraged to submit applications.

Please contact the Trust for help to develop your project idea, assess its fit within this grant program, and discuss partnerships for any grant assistance you need.

Visit [Appendix A](#) in the RFP for more information for the grant-writing beginner and those new to water quality (track 1) projects.

Contact the Grant Program Manager, Scott Lopez, slopez@cbtrust.org or 410-974-2941 ext. 138 for assistance.

Projects must be appropriately sited and technically sound. Applicants are encouraged to rely on widely available management practices (BMPs). For practices that are relatively new or innovative, contact the Trust for guidance on what background and justification of its use must be provided.

Projects on public (not County-owned) property, property owned by a municipality, property owned by a nonprofit organization, community-owned property, and/or property with conservation easements are preferred. Projects on private residential property may be considered under certain conditions (e.g., sites with extremely high restoration and/or demonstration outcomes).

Small to medium-scale projects qualify for exceptions to permit requirements per subtitle 32 of the Prince George's County Code of Ordinances and can be completed within a year are preferred (i.e., less than 5,000 square feet disturbed and/or less than 100 cubic yards of soil excavated); these small to medium-scale projects typically have grade change that does not exceed twelve (12) inches at any point and do not alter the drainage pattern. However, for **larger projects that have greater than 5,000 square feet or greater than 100 cubic yards in total project disturbance** (i.e., [Appendix B](#), Category 3 project type) and/or **will require a permit**, applicants must reach out to the Trust as soon as possible to discuss the project and receive approval to apply. The Trust will work directly with the Prince George's County DoE to determine if the project is appropriate for this grant program. **If approved**, the following budget items must be included in the proposal for projects that involve BMPs, other than those related to land cover conversion, described in the MDE guidance titled *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated, November 2021* (MDE Additional Resources https://mde.maryland.gov/programs/water/StormwaterManagementProgram/pages/storm_gen_permit.aspx):

1. A Professional Engineer to design the implementation project/Best Management Practice (BMP) and stamp the plans to submit to the DoE (no permit needed) and/or the Department of Permitting, Inspections, and Enforcement (DPIE) (permit required);
2. Up to \$2,000 for soil testing and/or boring for practices that use infiltration (e.g., bioretention practice for large practices when a permit is required will need soil boring or raingarden practice (smaller project with no permit required) where soil testing or boring is used);
3. Up to \$4,000 for an expert permit reviewer to help with the permit process of large projects that require DPIE permitting (expert permit reviewer contact(s) will be provided by the Trust and Prince George's County DoE);
4. Up to \$2,000 for permit edits and comments for large projects that require DPIE permitting;
5. Up to \$2,000 for as-built plans for small to medium projects that do not require DPIE permitting; and
6. Up to \$5,000 for as-built plans for the large projects that require DPIE permitting.

If a permit is required, applicants are encouraged to consult the County's DPIE early in project development to ensure timely permit and inspection approvals during the course of the project, if awarded, and your project lead must consult with Prince George's County DoE engineers and DPIE plan reviewers during the permitting process and as-built plans will be required with the final product submittal.

Deliverables will include concept plans, final designs, and as-built plans in electronic format (pdf, Geographic Information System (GIS), AutoCAD (Computer-Aided Design), etc.). In addition, the drainage area to the practice, practice surface area, and pollutant load reductions and associated calculations (if applicable), and maintenance plan will be submitted with the final report. Finally, all trees planted will be reported in the County's Tree Tracking application, if available.

Example projects include:

- Bioretention cells, bioswales, rain gardens, and other Environmental Site Design stormwater techniques
- Impervious surface removal and replacement with conservation landscaping, permeable pavement, or other permeable surfaces
- Conservation landscaping (i.e., conversion of turf to native plant meadow)
- Rainwater harvesting and storage
- Green roofs

- Stormwater wetland creation and enhancement
- Streamside forest buffers
- Piloting innovative and new stormwater techniques (e.g., tree trenches or smart cisterns with automated release systems)

This program cannot support the following projects:

- Stream restoration or outfall stabilization
- Outfall repair and retrofit
- Stormwater pond retrofits (requests for native plantings on upstream areas of the pond are eligible)


Qualifications and Experience to Ensure Project Success: At least one partner engaged in the project must have appropriate experience with design, permitting, and implementation of the specific project type proposed in the application and possess a professional engineering license. This partner can be a subcontractor, volunteer (pro bono) partner, or a staff member associated with the applicant organization. “Appropriate experience” is defined as a history of involvement with similarly scaled implementation projects of similar types (e.g., three projects within the last five years, with at least one project preferably in Prince George’s County) and demonstrated knowledge of the state/County water quality design guidelines and permit requirements to ultimately implement the project.

Track 2: Tree Canopy: Outreach, Education, Maintenance, and Preservation (generally \$50,000 to \$300,000)

Track 2 for Tree Canopy Outreach, Education, Maintenance, and Preservation projects are intended to complement County efforts to preserve existing tree canopy and to plant native trees in areas with low canopy. The DoE seeks to “grow” their programs through empowering eligible applicants (e.g., residents, community groups, municipalities, faith-based organizations, and homeowner associations (HOAs)) to actively participate in tree planting and preservation. Activities to accomplish projects can include, for example, outreach, education, maintenance, and preservation components. All proposed project types must deliver final products that are measurable, quantifiable, and definitive in their demonstration occurring in the field (e.g., number of trees preserved, recommendations for tree canopy preservation based on information gathered, number of municipal staff trained, number of people who used leaf mulch practices, and area of invasive species removed and replaced with native plants).

The following project types will be accepted within this track:

- Increase Community Voice to Support the County’s Tree Canopy** – Empower community members to actively support and preserve the County’s existing tree canopy.
- Community Led Science Tree Projects** – Collect information on existing tree canopy preservation needs, health, and more to inform future management options.
- Training for Municipal Staff** – Provide technical training, support, information sharing, and innovative techniques to municipality staff.
- Leaf Mulch Public Engagement Campaign** – Communicate the benefits of leaf mulch to community members and empower them to take action.
- Invasives Management and Tree Maintenance Programs** – Address invasive species, support future native planting efforts, and provide tree health/preservation support.



Help is available!

The Trust’s Grant Program Manager is available to explain the application, conduct a preliminary site visit, review materials, and to answer your other questions.

Also, see these appendices for guidance:

[Appendix A](#): Guidance for Applicants that are New to Water Quality Implementation Projects provides basic steps for water quality projects for the beginner

[Appendix B](#): Design Guidelines and Information provides all the design components that you need for a water quality project

The project types are explained in more detail as follows:

- A) **Increase Community Voice to Support the County’s Tree Canopy** – Communities can increase their voice in support of preserving the County’s tree canopy. For example, applicants can propose to work with the existing businesses to understand obstacles to retaining trees on commercial and similar sites (e.g., identify and address common reasons for tree loss). Another example is for applicants, utilizing DoE data and tools, engage with a community to create canopy goals and priorities from the bottom up. The task would include engaging residents to build support for trees and the deliverables would include documented support as well as project priorities (e.g. shaded path to grocery store or shade around the lot). Applications will support the community’s and DoE’s goals to reduce tree loss in the County.
- B) **Community Led Science Tree Projects** – These projects will generate data on the existing tree canopy that needs preservation and/or track the health and functioning of trees planted by the County. The County will use this information to inform species selection in a changing climate, document benefits and ecological functioning of cooling groves and parks, and help reduce urban tree mortality. We especially seek projects that complement areas with public plantings completed by the County’s Urban Tree Program, are located in Justice40 areas (as defined by/introduced by Executive Order 14008), are in communities with low-tree canopy, and/or are inside of the Capital Beltway (Interstate 495). For example, municipalities could apply to and work within public spaces, however, projects cannot be located near (or on) right-of-way, state, or county roads. Deliverables and results must be measurable and relate to the nearby community(ies). Stakeholders must be engaged throughout the project, including from project inception to data collection to how the data is used/interpreted in the findings.
- C) **Training for Municipal Staff** – Most smaller municipalities do not have an arborist or other tree professional on staff. This can leave a municipality vulnerable to poor or out-of-date practices performed by tree care contractors. The training session(s) would be conducted by a certified/professional and cover:
- Best maintenance practices for watering and other tasks to be performed by municipal public works departments;
 - How to craft specifications for contracted tree services using best management practices;
 - Using County resources such as the Resilient Practices App and Tree Equity Tool;
 - Introduction to new technologies (such as tree trenches) and new standards of practice; and/or
 - Exchange of lessons learned and successes among municipalities.
- D) **Leaf Mulch Public Engagement Campaign** – This educational campaign empowers communities to learn how to turn leaves (often seen as a nuisance/problem in fall) into a sustainable/valuable (and free) resource known as mulch. Applications responding to this track will communicate the benefits of leaf mulch compared to hardwood mulch to a target audience. By highlighting leaf mulch’s many benefits (e.g., environmental, economic, and practical), leaves can be rebranded from a collection and disposal “problem” into a valuable, free resource. A successful campaign will provide communities with confidence to shred leaves and apply leaf mulch themselves and/or request this service from landscaping, lawn care, and similar companies. One final product will be the number of people who used the campaign to shred leaves into mulch. Projects should result in significant demonstration project(s) to help teach techniques versus only educational outreach. For example, municipalities could apply to lead the project and further discuss the components of a successful project by contacting the Trust or attending information sessions.
- E) **Invasives Management and Tree Maintenance** – Invasive management and tree maintenance efforts support tree health with projects, such as:
- Innovative techniques/programs for residents to replace invasive plants in their landscapes with native plants;
 - Technical assistance to municipalities and HOAs to establish invasive management on common areas;

- Funding for edge armoring/planting native buffers on municipal or HOA land;
- Invasive removal projects followed by native plantings and ongoing invasive management; and/or
- Providing low to no cost tree assessment and maintenance services for private property owners with specimen trees in urban areas.

Qualifications and Experience to Ensure Project Success: Applicants must demonstrate the ability to work in a community, build relationships, and connect resources from the Prince George’s DoE, as needed and appropriate, to the community member(s). The applicant or at least one partner engaged in the project must have appropriate experience to perform tree services. Qualifications to perform tree services include International Society of Arboriculture (ISA) certified arborist and the ability to assess trees, if damaged to advise for safety issues and/or provide services offered as part of this award; tree services provided must be done with licensed and bonded tree professionals. This partner can be a subcontractor, volunteer (pro bono) partner, or a staff member associated with the applicant organization. “Appropriate experience” is defined as a history of involvement with similarly scaled tree projects of similar types (e.g., three projects within the last five years, with at least one project preferably in Prince George’s County). Expertise in tree identification, tree care, tree preservation, and the ability to perform these services is required. Proof of insurance to perform tree pruning and preservation techniques as well as access to services of an International Society of Arboriculture (ISA) Certified Arborist to manage any tree operations must be provided as part of application (applicants may partner with commercial tree service provider to fulfill these requirements).

Track 3: Community Awareness and Engagement (generally between \$10,000 and \$60,000)

Community awareness and engagement projects must measurably increase public understanding and engagement as it relates to the benefits, challenges, and solutions to restoring Prince George’s County natural resources and community health, specifically in relation to the County’s Climate Action Plan and County programs such as Rain Check Rebate.

The County’s Climate Action Plan (<https://www.princegeorgescountymd.gov/3748/Climate-Change>) summarizes the climate threats in the county, the progress to date in advancing climate action, and presents strategies to achieve a carbon-free, resilient Prince George’s County. Projects must focus on education and engagement of community members to embrace nature-based solutions such as green infrastructure to combat nuisance flooding or land cover changes such as impervious removals to improve the water quality of our County’s watersheds. Applicants are also strongly encouraged to propose projects educating community members specifically on the importance of natural resource protection as critical to our community-wide climate resilience. Projects must incorporate sharing of County resources and actions that individuals and communities can take to address the stormwater related impacts of climate change.

The Rain Check Rebate Program (<https://cbtrust.org/prince-georges-county-rain-check-rebate/>) provides rebate incentives to homeowners, businesses, and others to install practices that will improve stormwater runoff quality, reduce pollution, and improve local stream and river health. Practices supported through this program include cisterns, rain gardens, pavement removal, permeable pavement, and more. Projects must increase awareness of the program, educate residents about one or more practices supported by the program, identify potential applicants, and help the identified applicants apply. The Rain Check Rebate staff will be available to provide support to awardees.

Projects should seek to increase knowledge within a priority audience, which can be described as a specific population of focus that is a clearly defined sub-segment of the public, on a topic in which a basic level of knowledge has not yet been established.

Projects should aim to build meaningful connections and relationships with the priority audience being reached by the outreach or educational message. Applicants should explain how the outreach messages will be co-created and/or shared with the priority audience, and how the education or engagement activities are co-designed with the priority audience whenever possible. Demonstration projects to be performed in parallel with outreach and educational activities are strongly encouraged under this track.

Example projects include:

- Workshops to educate community members about urban heat island, flooding hazards, and stormwater management adaptation related actions of the Climate Action Plan. This can include sharing resources and actions that can be implemented to address climate change impacts.
- Explore marketing opportunities to build public awareness of the Climate Action Plan and Stormwater Stewardship Grant Program.
- Develop a network of tree canopy experts outside of Prince George's County and remain informed about work happening in other communities to share with the County.
- Workshops and/or walking tours to educate community members, businesses, and/or other eligible applicants about the Rain Check Rebate Program and the eligible practices.
- Infusing climate resiliency into existing or new efforts to support simple to innovative solutions that align with the County's Climate Action Plan, e.g., adding native plants to highly visible spaces and sharing this plus other climate actions such as community health, renewable energy options, smart growth, green business development, residential resilience, just and equitable future, and public engagement that are feasible for the target audience, using methods that will resonate with them and easily fit into their schedules

Qualifications and Experience to Ensure Project Success:

Applicants must demonstrate the ability to work in a community, build relationships, and connect resources from Prince George's DoE, as needed and appropriate, to the community member(s). If providing technical assistance, network building, and/or capacity building for another community, sharing your knowledge of the latest science and best practices in the field (e.g., familiar with the Innovation Network for Communities work to help cities achieve carbon neutrality and climate resiliency if providing network support with a climate focus), and at least one past project that showcases your work. See tools and resources for the Trust's Capacity Building Initiative:

<https://cbtrust.org/grants/capacity-building/>.

Track 4: Illegal Dumping Data Analysis and Forensics (generally \$10,000 to \$50,000)

Beautification and litter/trash reduction are a priority to keep neighborhoods and communities healthy, thriving, and engaged in solutions where litter/trash are issues. The County is actively working on strategies to address and reduce litter/trash and in this track, we seek applicants who can assist in ongoing efforts to recommend future strategies the County, communities, and other parties (e.g., future grantees) can implement. Illegal dumping data analysis and forensics projects must use a science-based approach to analyze the illegal dumping data and based on the findings, provide recommendations and strategies the County can implement to address the issue.

In April 2023, the County implemented surveillance systems to monitor and catch illegal dumping activities throughout the County. The County will provide data captured from the surveillance systems to the awardee for analysis. Applicants must develop and explain their proposed methodology for the data analysis. The data analysis should help the County understand what is/has been illegally dumped and where, and how to address the issue. Awardees will not conduct any enforcement action.

Qualifications and Experience to Ensure Project Success: Applicants must demonstrate the ability to analyze data including metrics from reports or databases, images from surveillance systems, georeferenced information, and similar. The applicant or at least one partner engaged in the project must have appropriate experience with data analysis and illegal dumping. "Appropriate experience" is defined as a history of involvement with similarly scaled projects of similar types (e.g., three projects within the last five years) and demonstrated knowledge of the state/County illegal dumping regulations and strategies that are effective in addressing illegal dumping to ultimately implement the project.

Track 5: Additional Project Support Fund (generally \$500 to \$5,000)

The funding partners recognize the need to support expenses for your project that may be outside the RFP's budget categories. In this program "stipends" for paid public participation for grant projects are not allowed. Before applying for this track, consider detailing the expense and categorizing it under the existing budget and project framework.

However, if your project support cost is not able to be categorized and justified with the program's existing framework, consider applying for this track's additional support for the following:

- a. Professional training for applicant staff or hosting a training series for residents that results in a recognized certification or designation. For example, the support can pay for taking a class through the Chesapeake Bay Landscape Professional Certification Program or fees to become a Prince George's County Master Gardener;
- b. Giveaway door prizes (e.g., compost bin(s), leaf blower(s), rain barrel(s), and/or native plant(s)) for stakeholders attending a training or similar events to support program participation; and/or
- c. Limited honorariums for experts to conduct a class.

The funding partners envision a funding pool available to support project expenses that will enhance your project's public participation especially from historically under-engaged community members/stakeholders and/or build professional capacity to better support achieving the County's stewardship goals. This track will be combined with other tracks, may not be proposed as a standalone track, and must demonstrate how it directly supports the critical project tasks and outcome(s) with direct connection to another track of the RFP.

Evaluation Criteria

The following criteria will be used by external technical expert reviewers to evaluate applications. Refer to the "Application Review Process" section for more information about the review process.

Criterion	Criterion Description & Guidance	Scale
Consistency with Request for Proposals (RFP)	Is the project proposed consistent with the intent of the RFP and the track selected?	Scale of 1 to 15
Likelihood of Project Success	<p>What is the likelihood of success if this project is funded? Success should be defined as the accomplishment of outcome(s) proposed.</p> <p><u>Qualifications and Experience</u>: Does the applicant have the necessary qualifications to conduct the work that includes the history of successfully completing similar environmental projects? See the qualifications section of each project track for more details on specific qualification and evaluation considerations.</p> <p><u>Permission</u>: Has the applicant procured landowner permission (if necessary)? Are methodologies and/or designs sound and consistent with best practices?</p>	Scale of 1 to 20
Sustainability	Has the applicant addressed future project sustainability? For restoration projects, will the project be well-maintained and continue to function as designed to provide habitat and water quality benefits? Has the applicant proposed a relevant and robust evaluation plan that will be used to improve project sustainability in the future? Has the applicant addressed the need for ongoing resources needed to maintain the value of the project? How will the impacts of the work be felt after the award period has	Scale of 1 to 15

Criterion	Criterion Description & Guidance	
	ended? If the project is a community awareness and engagement project, will the impacts of the work be felt after the grant period has ended?	
Cost Effectiveness/ Budget	Is the budget appropriate and cost effective? Are the line items budgeted justified in the project narrative? In-kind and cash match is not required but will be viewed favorably.	Scale of 1 to 20
Justification	Does the applicant justify the need for the project and the practices proposed? Does the proposed project support broader goals of the organization and/or other existing community efforts?	Scale of 1 to 10
Partnerships	Are the selected partnerships appropriate? Are any partners missing that should be included? Partnerships can be defined as stakeholders or representatives from the priority audience or organizations and people who have committed to a specific role or resource to the project. If the lead applicant is not a member of the community impacted by the project (e.g., an external non-profit doing work on land owned by another entity), is a transfer of “ownership” to the community built into the project and the ability of the community to carry the work forward developed? Does the applicant provide Letter(s) of Commitment from project partners? View the Trust’s Letter of Commitment Guidance and Policy found at: https://cbtrust.org/forms-policies/ .	Scale of 1 to 10
Demonstration Value and Transferability	Does the project have demonstration value and/or transferability? How can this project be used as a model or pilot for future efforts? How will this project support the County?	Scale of 1 to 10
Total Score Possible		100

Funding partners reserve the right to fund projects and budget items that advance its mission and meet its specific funding priorities and criteria.

Funding Availability and Timeline

Funding Availability: The funding partners anticipate approximately \$2.16 M funds available in FY 25.

Project Timeline: Projects greater than \$100,000 should be completed within two years and projects less than or equal to \$100,000 should be completed within one year upon receipt of the award or as determined in the award agreement. Requests to extend the project completion period will be reviewed and considered on a case-by-case basis.

Deadline

Applicants must submit applications in the **Chesapeake Bay Trust Online System** by **4:00 PM EST on December 12, 2024**. Late applications will not be accepted, and the online funding opportunity will close automatically and promptly at 4 PM EST. Applicants are strongly encouraged to submit at least a few days prior to the deadline given potential for high website traffic on the due date. The Trust cannot guarantee availability of technical assistance for our online system on the deadline date.

Application Review Process

Each project proposal application is reviewed and evaluated by a technical external peer review committee, called the Technical Review Committee (TRC), composed of individuals who are experts in the fields supported by this RFP and individuals who represent communities served by projects funded by this RFP. The TRC ranks and scores all project proposal applications based on the criteria in the “Evaluation Criteria” section above, then meets to discuss the application merits. The TRC then recommends a suite of applications to the Trust’s Board of Trustees. The Trust and funding partner reserve the right to fund projects and budget items that advance its mission and meet its specific funding priorities and criteria.

Not all proposals will likely be able to be supported due to funding limitations. To allow applicants to set expectations prior to investing time in an application, the Trust provides historical application approval rates for the same or similar programs. The average approval rate from the last six rounds in this grant program is 54%, this includes both fully and partially funded applications.

Awards and Notifications

All applicants will receive a letter stating the funding partnership’s decision. An application may be declined, partially awarded, or fully awarded. If approved, the Trust will send an award agreement with award conditions and due dates of status, progress, and final reports. The Trust will send the first award payment to the requesting organization following: satisfaction of any phase one payment award contingencies, including upload of the signed award agreement. Ten percent of the total award will be held until the final report is submitted and approved. In cases where the awardee fails to submit a status report, progress report, or final report by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the awardee.

When the project is complete, awardees are required to complete final reports that may include but are not limited to submission of all receipts for supplies, invoices for subcontractors/contractors, and copies of timesheets for personnel time used (timesheets must include date, name, time worked per day, and coding to tie the time worked to the award).

All financial back-up documentation will be grouped and numbered to correspond to the budget line item reported as spent. Organizations with outstanding final, progress, or status reports will not be awarded additional grants.

The FY 25 Prince George’s County Stormwater Stewardship awards will be announced in March 2024.

Contact

For technical assistance contact Scott Lopez at (410) 974-2941 ext. 138 or slopez@cbtrust.org.

About the Chesapeake Bay Trust

The Chesapeake Bay Trust (Trust) (<https://cbtrust.org/>) is a nonprofit, grant-making organization dedicated to improving the bays, streams, rivers, forests, parks, and other natural resources of all our local systems, from the Chesapeake to the Coastal Bays to the Youghiogheny River. The Trust, supported in large part by Maryland’s Chesapeake Bay License Plate and partnerships with other regional funders, engages and empowers diverse groups to take actions that enrich natural resources and local communities of the Chesapeake Bay region. Since 1985, the Trust has awarded over \$160 million in grants to municipalities, nonprofit organizations, schools, and public agencies throughout Maryland and the Chesapeake Bay watershed.

The Trust is committed to the advancement of diversity and inclusion in its award-making and environmental work. As a result, the Trust strongly encourages applications directly from underrepresented groups, and for projects that

increase awareness and participation of communities that are traditionally underrepresented, such as communities of color. For a full description of the Trust’s efforts to engage under-engaged groups, see our strategic plan at www.cbtrust.org/strategic-plan and <https://cbtrust.org/diversity-inclusion/>.

About the Prince George’s County Department of the Environment (DoE)

To engage residents in the restoration and protection of the local rivers and streams of Prince George’s County, the Department of the Environment (DoE) (<https://www.princegeorgescountymd.gov/departments-offices/environment>) provides funding for this Stormwater Stewardship Grant program. DoE works for a healthy, beautiful, and sustainable County through programs that provide trees, clean water, flood control, recycling and waste management, litter prevention, animal services, and pet adoption in partnership with residents and other stakeholders.

Budget Instructions

Financial Management Spreadsheet – Application Budget Upload

You will be asked to upload your budget using the “Application Budget” worksheet of the Chesapeake Bay Trust’s **Financial Management Spreadsheet** (FMS), an excel file template. The template can be found by visiting <https://cbtrust.org/forms-policies/> where you can also watch a video with instructions on how to complete the FMS.

Financial Management Spreadsheet – Application Budget Information

This online application component will ask you to enter budget category and request totals. These totals will be automatically calculated in the FMS Application Budget; therefore, you only need to copy and paste the values from the FMS to the online application. Applicants may request funds for indirect costs, which must be listed separately (not combined with salary) and must be less than 20% of the total request.

Additional Budget Justification

This online application component will ask you to provide a descriptive budget narrative to justify and explain costs. If you plan to provide a fixed regular sum paid as a salary for the applicant’s staff or allowance project, detail the scope of work provided, the compensation amount and how that value was determined, and who the funds will support. In this program “stipends” for paid public participation for grant projects are not allowed; consider applying for the “additional project support fund” instead. Funds supporting bodies of work or applicant staff that are justified are allowed and encouraged. If the success of the work is contingent upon award of other funds, make this clear in your budget justification.

Watch our video on how to apply and how to submit an application using our online system at <https://cbtrust.org/grants/>.

Definitions

The Executive Officer is the individual that oversees the organization (e.g., Executive Director, Chief Executive Officer, Mayor, President or Vice President, Principal (for schools), etc.) and has the authority to sign/execute award agreements on behalf of the organization. The Executive Officer information is tied directly to all the organization’s applications and should not vary from application to application. If the Executive Officer could be listed as the Project Leader in a future proposal, we recommend listing a Board Member or other higher-ranking position of the organization as the Executive Officer in order to reduce the variation in the Executive Officer across applications.

The Program Leader will be responsible for all project coordination and correspondence with the Trust for the duration of the project. The email address entered here **MUST** be the same as the email address you used to log in to the online system. The Project Leader is the primary point of contact for the application, and the email address used to submit the application via the online system must be that of the Project Leader. Applications in which the email address associated with the Project Leader in the applicant information tab of the online opportunity does not match the email address used to submit the application will not be considered for funding. The Trust cannot conduct any official correspondence with contractors or other project partners. If at any time the Project Leader cannot continue in the position, the organization must contact the Trust and assign a new qualified Project Leader.

Online Application Submission Instructions

The Trust uses an online system for the application process, and if awarded, project management. To apply for an award, go to <https://cbtrust.org/prince-georges-stormwater-stewardship> and click on “Get Started” to begin a new application. This will open a new window asking you to log in or create an account on our online system. If you have applied in the past, use your existing username and password (if you have forgotten either of these use the ‘forgot password’ feature). If you have not used our online system before, click on “New Applicant” and follow the instructions.

Applicants must submit applications in the **Chesapeake Bay Trust Online System** by **4:00 pm EST on December 12, 2024**. Late applications will not be accepted, and the online funding opportunity will close promptly at 4:00 pm.

By submitting an application to this program, applicants acknowledge that: 1) they are compliant with federal employment and non-discrimination laws and 2) they have not been debarred, convicted, charged or had a civil judgment rendered against them for fraud or related offense by any government agency (federal, state or local) or been terminated for cause or default by any government agency (federal, state, or local). In addition, all final products will be provided to the funding partners for use and distribution at the sole discretion of the funding partners.

Online Application Form

You will be asked to provide the following information on the online application form. Some items are required in order to submit your application. Refer to the online application for details.

- Eligibility Quiz
 - This three-question quiz is meant to assist you in determining if your project meets the requirements of this award program and that your staff/organizational structure best supports a successful application.
- Applicant Information Tab
 - Provide the organization’s name, mailing address, phone number, organization type, mission, EIN number, and SAM UEI number.
 - Provide the Executive Officer and Project Leader’s name, title, address, phone, and email address.
 - Both an Executive Officer and a Project Leader, two separate individuals, must be identified for all applications.
 - The Executive Officer and Project Leader must both be able to make decisions on behalf of the organization either as a board member, an employee, or other approved position recognized by the organization but not a contractor of the application.
 - The Executive Officer is the individual that oversees the organization (e.g., Executive Director, Chief Executive Officer, Mayor, President or Vice President, Principal (for schools), etc.) and has the authority to sign/execute award agreements on behalf of the organization. The Executive Officer information is tied directly to all the organization’s applications and should not vary from application to application. If the Executive Officer could be listed as the Project Leader in a future proposal, we recommend listing a Board Member or other higher-ranking position of the organization as the Executive Officer in order to reduce the variation in the Executive Officer across applications.
 - The Project Leader will be responsible for all project coordination and correspondence with the Trust for the duration of the project. The email address entered here **MUST** be the same as the email address you used to log in to the online system. The Project Leader is the primary point of contact for the application, and the email address used to submit the application via the online system must be that of the Project Leader. Applications in which the email address associated with the Project Leader in the applicant information tab of the online opportunity does not match the email address used to submit the application will not be considered for funding. The Trust cannot conduct any official correspondence with contractors or other

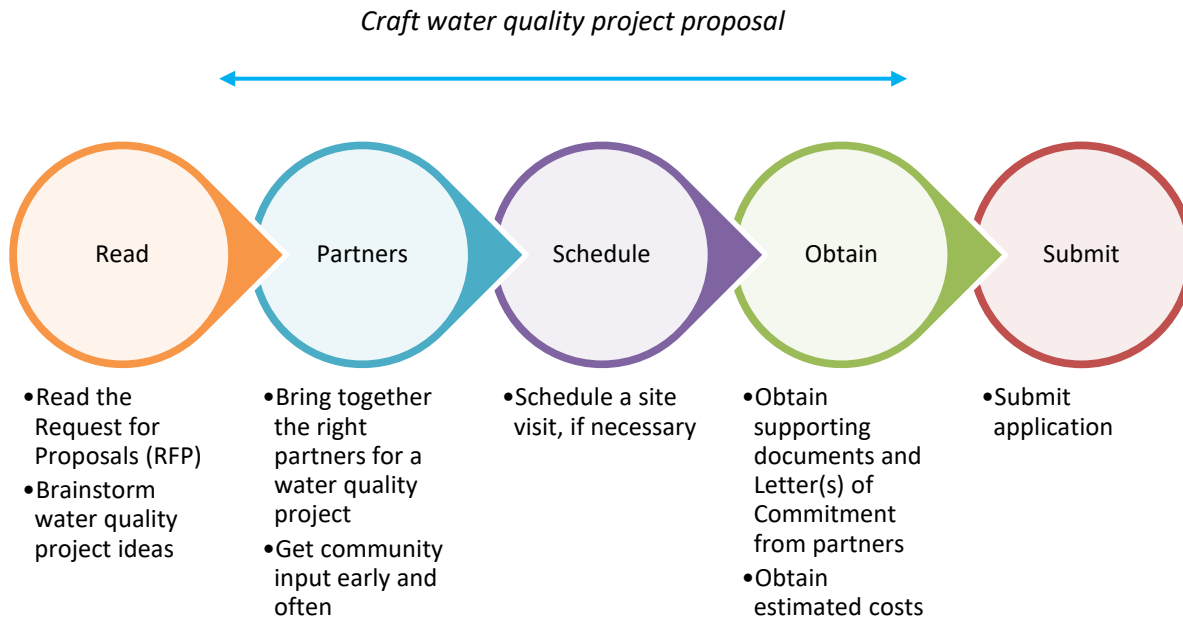
project partners. If at any time the Project Leader cannot continue in the position, the organization must contact the Trust and assign a new qualified Project Leader.

- To avoid conflict of interest issues, individuals associated with for-profit entities to be engaged in the project cannot serve in either role.
- Project Information Tab
 - Provide a project title; project track; project abstract; the watershed, county (Prince George’s County), and legislative district in which the project is located; and the latitude and longitude coordinates of the project location.
- Timeline Tab
 - Add your project start and end dates. Provide a project timeline that includes major tasks and their associated start and end dates.
- Deliverables Tab
 - Provide estimated metrics for your proposed project such as project participants and outreach and restoration outputs. Disregard deliverables that do not apply to your project.
- Volunteers Tab
 - Provide a description of volunteer activities, the number of volunteers, and total number of volunteer hours.
- Project Partnerships Tab
 - Provide a list of project partner organizations or contractors, individuals, their areas of expertise, and their role(s) in your project.
 - Applicants are encouraged to upload a Letter of Commitment for the project from each partner describing in detail the partner’s role or contribution to the project. Applications including strong Letter(s) of Commitment often receive higher scores. If not submitted with the application, Letter(s) of Commitment may be required prior to the release of any awarded funding. To better understand the Trust’s definition of and policy on Letter(s) of Commitment, visit our Forms and Policies webpage: www.cbtrust.org/forms.
 - All awardees will be expected to have a strong working partnership with the Prince George’s County DoE; however, **Letter(s) of Commitment from the County should not be included in the application and will not be considered if submitted.** Instead, reference should be made in the proposal for how the applicant plans to work with County staff to communicate and integrate County goals and efforts.
- Narrative & Supporting Documents Tab
 - Use the link below to download the required narrative questions template. Complete all questions and upload the completed template as a Microsoft Word or PDF.
 - **Narrative Questions Template:**
https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fcbtrust.org%2Fwp-content%2Fuploads%2FPGCSS-FY25-RFP-Project-Narrative-Questions_091224-release-date-1.docx&wdOrigin=BROWSELINK.
- Budget Tab
 - Upload your application budget, provide budget category and request totals, and provide additional budget justification. Use the Trust’s Financial Management Spreadsheet and fill out the “Application Budget” worksheet. Refer to the “Budget Instructions” of this RFP.
- Terms and Conditions Tab
 - Agree to the specified terms and conditions for the program for which you are applying.
- Demographics Tab (optional):
 - Provide voluntary demographic information. Provide information about your organization’s current diversity, equity, inclusion, and justice (DEIJ) efforts and future goals.

Appendix A: Guidance for Applicants that are New to Water Quality Projects

This guidance outlines the steps needed to develop project ideas and grant applications for those who are new to water quality projects (track 1 projects). Many steps are involved in developing a project. Some involve engaging partners or obtaining expert technical advice. For example, experts can help the applicant to select a proposed water quality project location, project type, and estimated costs to enable an applicant to develop an appropriate budget request.

The following steps are a general framework for a water quality project to submit in a grant application. Please note that applicants are welcome to contact the Trust for assistance during any of these steps in project development.



Step 1: Develop a Project Idea

- a. The first step is to brainstorm on general project ideas.
- b. Here is an example water quality project idea: When it rains, the parking lot floods and stormwater flows from our property. A water quality project (e.g., a rain garden) to slow the flow of stormwater and allow it to soak into the ground could work at the site.

Step 2: Obtain Community and Landowner Input

- a. The most successful projects seek community input early and often (often after each of the steps below) and work with the landowner at the first step.
- b. Community meetings are a venue at which to exchange information and discuss the proposed project with the project stakeholders.
- c. Community input provides the history of the site and the buy-in needed for a successful project.
- d. Build community input into your project idea.

Step 3: Perform a Site Assessment to Identify Opportunities

- a. Generally, a grant application will require the proposer to have some degree of specifics about the project idea, such as project type and location. How you obtain more specific ideas depends on your own level of expertise in the topic area. Do you personally or does a close project partner have expertise to perform a site assessment that will identify water quality project opportunities or do you intend to obtain this expertise? If yes, skip to #4. If not, continue in Step 3.
 - If conducting your own site assessment to identify water quality project opportunities for this grant, see the Site Inventory and Mapping for Small to Medium Scale Restoration Projects. This is located in [Appendix A](#) of the Stormwater Stewardship Guidance

(<https://cbtrust.org/wp-content/uploads/PG-CBT-Stormwater-Stewardship-Guidance-2015.pdf>) listed in the Additional Resources section on the grant's webpage.

- b. Identify one or more individuals or partners who do have expertise to visit the site and provide assistance. Identifying which experts to contact can be challenging. The Trust Project Manager can provide the first site visit to get you started and offer immediate next steps. Options to do this can include contacting local nonprofit environmental organizations who perform this work as part of their mission. Another option can be contacting one or more for-profit consulting firms or contractors to provide input, whom you might work with or provide an opportunity to bid on the project should the grant be funded. Contact the Trust to discuss the best ways to obtain expert advice in this step.

Step 4: Obtain Scope of Work and Estimated Costs from Stormwater Engineering Services

- a. If your project is large or complicated (i.e., generally more than 5,000 square feet in size), you will need engineering services to develop the water quality project idea and to estimate the design and construction costs. This may be the same firm you engaged above, and this can be accomplished in Step 3. **Applicants are encouraged to keep projects small and simple** (i.e., less than 5,000 square feet of disturbance; see [Appendix B](#) for more details).
- b. Contact one or more firms that provide stormwater management engineering services and request a visit to your site to suggest what work should be done and how much this work might cost. Not all firms will conduct site visits for free. However, some will view you as a potential client if the award is made.
 - i. Stormwater engineer service firms will provide more detailed water quality project ideas and estimated costs to help you form your proposal.
 - ii. In person site assessments are best but can be done remotely where one person is at the site and the others join virtually OR site visits can be done at different times (e.g., to navigate safely during COVID-19 and still see the site in person).
 - iii. Join the site visit(s) with as many team members as possible.
- c. Based on the site visit, request the firm's scope of work and estimated costs
 - i. See [Appendix B](#) Design Guidelines and Information in this Request for Proposals to determine what minimal elements are needed.
 - ii. These minimal elements are the basics needed for a water quality project design that can then be implemented.
 - iii. You can request these minimal elements from the engineering firms in their scope of work and estimated cost.
- d. Compare the firm's scopes of work and estimated costs
 - i. Review each scope of work and the budgets.
 - ii. See if the firms recommend changes to your project idea or if there are other services needed to complete the project.
 1. Gather more information, if needed.
 2. Contact the firm with any questions.

Step 5: Prepare your Grant Proposal

- a. Select a scope of work and estimated budget that suites your needs from Step 3 or 4 above.
 - i. Use this information to provide details in your grant application.
 - ii. Use the firm's scope of work and budget in your grant application in these areas:
 1. Proposal narrative, budget narrative, and budget spreadsheet.
 2. Add attachments that support your proposal, such as a firm's scope of work and estimated cost.

Appendix B: Design Guidelines and Information to Gather and Submit with Your Application for Track 1: Water Quality Implementation Projects

Applicants submitting proposals for Track 1: Water Quality Implementation should submit as much information as possible to demonstrate to reviewers what you plan to do, how far you are in the process, and how likely it is that your project will succeed. This Appendix provides guidance on what should be included in your project design that is submitted as part of your application to implement a restoration practice.

The most successful applications will provide detailed information for projects that are furthest along in the design, engineering, and/or permitting process. If you do not have some of the information listed for the category your project falls under, then state why you do not have it and if integral to the project's success should it be funded, state how you will attain the required information. Contact the Trust for assistance.

For this RFP, restoration practices are broadly grouped into the following three categories:

- **Category 1: Projects with Minimal Ground Disturbance** (Preferred)
 - Rainwater harvesting and storage
 - Conservation landscaping
 - Streamside forest buffers
- **Category 2: Small-Scale Restoration Projects with Minor Ground Disturbance** (less than 5,000 square feet disturbed and/or less than 100 cubic yards of soil excavated)
 - Bioretention cells, bioswales, rain garden projects
 - Impervious surface removal with replanting/stabilization of an area
 - Tree trenches
- **Category 3: Complex Restoration Projects** (projects that have greater than 5,000 square feet disturbed or greater than 100 cubic yards of soil excavated in total project disturbance. Applicants must reach out to the Trust to discuss the project and receive approval to apply. The Trust will work with the Prince George's County DoE, to determine if the project is appropriate for this grant program.
 - Bioretention cells and rain garden projects
 - Impervious surface removal with replanting/stabilization of an area
 - Stormwater wetland creation and enhancement
 - Green roofs (Applicants must reach out to the Trust to discuss green roof projects. Green roof projects will require DoE and/or DPIE structural review and approval.)
 - Notes:
 - Projects in this category will likely be subject to permitting requirements; refer to local planning and zoning and/or public works regulations for details
 - Projects in this category that do not relate to land cover conversion described in the MDE guidance titled Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated, November 2021 (MDE Additional Resources https://mde.maryland.gov/programs/water/StormwaterManagementProgram/pages/storm_gen_permit.aspx); must include the following in the application budget (See "Budget Instructions" Section of the RFP):
 - A Professional Engineer to design the implementation project/BMP and stamp the plans to submit to the DoE (no permit needed) and/or the DPIE (permit required);
 - Up to \$2,000 for soil testing and/or boring for practices that use infiltration (e.g., bioretention practice for large practices when a permit is required will need soil boring or raingarden practice (smaller project with no permit required) where soil testing or boring is used);

- Up to \$4,000 for an expert permit reviewer to help with the permit process on large projects that require DPIE permitting (expert permit reviewer contact(s) will be provided by the Trust and DoE);
- Up to \$2,000 for permit edits and comments for large projects that require DPIE permitting; and
- Up to \$2,000 for as-built plans for small to medium projects that do not require DPIE permitting; and
- Up to \$5,000 for as-built plans for the large projects that require DPIE permitting.

Identify if your project is a category 1, 2, or 3, then gather as much of the information specified in the Table 1 (as appropriate for the proposed project) for that category and submit this in response to the narrative question #8.2. If you are unsure which category your project belongs to, contact the Trust for assistance.

Table 1. Technical information needed for each project based on if your project is a Category 1, 2, or 3.			
Technical Information	Category		
	1	2	3
Site address and/or latitude and longitude coordinates	✓	✓	✓
Site photos	✓	✓	✓
Description of the stormwater BMP type(s), size(s), and impervious surface treated (in square feet)	✓	✓	✓
Map showing property and project boundaries	✓	✓	✓
Map showing stormwater BMP location(s), type(s), and size(s)	✓	✓	✓
Planting plan and native plant list. Funding is restricted to native species only. Cultivars of native plants are not preferred if straight native plant species are available. View the Trust’s native plant resources (https://cbtrust.org/additional-resources/).	✓	✓	✓
Detailed maintenance plan signed by the entity responsible for maintenance and the landowner (if different). The maintenance plan must detail maintenance activities in the short-term (1 to 5 years) and in the long-term (5 to 10 years). See the Trust’s maintenance plan template and resources at https://cbtrust.org/additional-resources/ .	✓	✓	✓
Landowner letter of commitment for projects planned on properties other than your own. The letter must state that permission has been granted from the entity owning the land on which the project will be completed and commits to preserve and maintain the project. See the Trust’s Letter of Commitment and Guidance Policy at (https://cbtrust.org/forms-policies/).	✓	✓	✓
Two-foot topographic data, available from Maryland’s Environmental Resources and Land Information Network (https://dnr.maryland.gov/pages/Merlin.aspx) and/or from the Prince George’s County GIS and planning offices (https://www.pgatlas.com/).		✓	✓
Map showing the drainage area boundary and size and the percent impervious cover. Estimate the total area of impervious surface treated (in square feet) by the project. Report the following: <ul style="list-style-type: none"> • Amount of stormwater runoff which will be treated by the BMPs. To do this, simply list the type of practice proposed, the size of the practice, the total area treated by the practice OR amount of nutrients/sediment reduced by the BMPs (calculate TN, TP, and TSS load reductions using existing guidance, calculators such as the Green SIMPLE tool*, and/or professionals in the field) • Total area of impervious surface treated by the practice 		✓	✓
Mapped utilities and roads		✓	✓

Map of the soil survey and field confirmation of soil drainage class. Use the USDA Natural Resources Conservation Service Web Soil Survey (https://websoilsurvey.nrcs.usda.gov/app/HomePage.htm)		✓	✓
Soil borings/results for proposed infiltration practices		✓	✓
Design plans that show proposed grade changes, drainage structures, rock placement, piping, underdrains, etc.		✓	✓
Detailed earthwork volumes (existing soil to be removed, bioretention soil to be added, etc.)		✓	✓
Proposed surface water intake (where runoff enters your project area) and project outfall (where water will exit your project area)		✓	✓
Plan-view and cross-sections that show elevations as applicable and size of all BMPs proposed		✓	✓
Field survey of topography for existing conditions			✓
Mean high water, full pool elevation, bankfull (as applicable to the project type)			✓

*Green SIMPLE tool full link: https://cbtrust.org/wp-content/uploads/Green_SIMPLE.xlsx

Pollutant Load Reduction Calculator: The Green Stormwater Infrastructure siMple Pollutant Load reduction Estimator (Green SIMPLE) was developed to help Chesapeake Bay communities more easily and consistently estimate the water quality benefits of proposed stormwater retrofit and community greening projects. The tool is an easy-to-use spreadsheet that is consistent with the pollutant loading rates and load reduction efficiencies used in the Chesapeake Bay Model. It allows users to estimate pollutant load reductions from individual projects as well as to compare a suite of candidate projects based on factors such as cost-effectiveness, pollutant load reduction, maintenance burden, and constructability.



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: 05-2025 A RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS VEHICLES	
05-2025 A RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS VEHICLES THROUGH A MUNICIPAL AUCTION VENDOR	
Work Session Item <input type="checkbox"/> Council Meeting Item <input checked="" type="checkbox"/>	Documentation Attached: Resolution 05-2025 List of Vehicles
Recommended Action:	
The approval of this resolution for the disposal of surplus vehicles.	
<p>Summary: The Town Administrator proposes to dispose of surplus vehicles to ensure the most efficient and transparent process, with the best possible value return to the Town.</p> <p>The resolution will authorize the following actions:</p> <ol style="list-style-type: none"> 1. Authorization of Surplus Vehicle Disposition The Town hereby declares the attached identified vehicles as surplus property to be disposed of in accordance with this resolution. 2. Designation of Disposal Method The Town Administrator is authorized to sell the surplus vehicles through a municipal auction vendor. The selected vendor shall assist with sales, marketing, and the transfer of titles to the respective purchasers. 3. Compliance with Legal Requirements The Town Administrator shall ensure that all surplus vehicles are disposed of in compliance with the applicable local, state, and federal laws governing municipal property disposition. 4. Financial Management All proceeds from the sale of the surplus vehicles shall be deposited into the appropriate Town accounts as determined by the Town’s financial policies. <p>The disposal will allow the Town to focus its efforts on the current fleet, and the Town will bring a separate item to the Partnership with vendors for a replacement that can dispose of higher-value vehicles.</p> <p>Attached is a copy of the list of surplus vehicles for the Town. The vehicles will be disposed of during FY 2025, and the proceeds will go into the MISC REVENUES Line item. If there are any questions, staff will be available to answer them.</p>	
Budgeted Item: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Budgeted Amount: \$ NA - Revenue Item One-Time Cost: Ongoing Cost:	Continued Date:
Council Priority: Yes <input type="checkbox"/> No <input type="checkbox"/>	Approved Date:

Disposal of Town Vehicles List
 October 14, 2024

Section 9, Item D.

Veh #	Year	Make	Model	VIN	Reg Plate	Mileage
0919	2011	Chev	Impala	2G1WD5EM0B1300919	LG93754	69983
4286	2023	Chev	Silverado	1GCPDAEK0PZ244286	8GA2720	NA - Inoperable
4786	2011	Chev	Impala	2G1WD5EM6B1184786	MG0201	123397
5332	2011	Chev	Impala	2G1WD5EM5B1185332	LG92855	86117
6168	2007	Chev	Impala	2G1WS55R979326168	MG0207	155700
6768	1999	Chev	Tahoe	1GNFK13R0XJ386768	01717LG	197495
7348	2022	Ford	Explorer	1FM5K8AB8NGB47384	20188LG	NA - Inoperable
7653	2007	Chev	Malibu	1G1ZS58F87F197653	LG81881	NA - Inoperable
8743	2014	Chev	Impala	2G1WD5E3XE1108743	01176LG	104081
9135	2013	Chev	Impala	2G1WD5E39D1189135	LG96701	140783
9304	2001	Chev	Tahoe	1GNEK13T91J169304	MG0209	NA - Inoperable



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Purnell Hall, Public Works Supervisor Michelle Bailey Hedgepeth, Town Administrator
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Item Title: Approval of a Contract with CRS in an amount not to exceed \$48,650

Approval of a Contract with CRS Roofing Services for roof repairs to Town Hall and the Code Enforcement Building –in an amount not to exceed \$48,650.00

Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Bids
--	--

Recommended Action:

Staff recommends approval of a contract with CRS Roofing Services for the repair of the Town Hall Roof at 4229 Edmonston Road and the Code Enforcement Building (Annex) at 4217 Edmonston Road –in an amount not to exceed \$48,650.00

Item Summary:
Over the last several months, the Town of Bladensburg has sought proposals to repair and replace the roof at Town Hall. Over the last few years, we have had a series of leaks at 4229 Edmonston Road, Bladensburg, MD 20710, and the Code Enforcement Building at 4217 Edmonston Road, Bladensburg, MD 20710. This work was put off due to the need and desire to build a new Town Hall, but it can no longer be avoided.

Name	Pricing - Monthly
DV Roofing LLC	Town Hall: \$ 39,018.75 Annex: \$27,768.75 Total: \$66,287.50
CRS Roofing Services	Town Hall: \$19,950.00 Annex: \$28,700.00 Police \$19,950.00 Total: \$68,650.00
Boyd	Town Hall/PD: \$31,500.00 Police \$71,650.00 Total: \$103,150.00
Ruff Roofing	Town Hall/PD: \$52,000.00 Annex \$73,200.00 Total: \$125,200.00

CRS Roofing is the lowest and most responsive bidder. The Public Works Supervisor will be able to answer any questions regarding this contract.

Budgeted Item: Yes [X] No [] Budgeted Amount: One-Time Cost: Ongoing Cost: Annual Cost	Continued Date:
Council Priority: Yes [] No []	Approved Date:

CRS ROOFING SERVICES

Section 9, Item E.

CERTIFIED ROOFING SYSTEMS & CONTRACTING CORP

4700 UPSHUR STREET BLADENSBURG MD 20710 301-454-0830

Email: info@crsroof.com

Website: www.crsroof.com

Fax 301-209-7630

August 30, 2024

CRS Job No. 23-2047

**This proposal is submitted to:
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710**

**For the property located at:
Annex
4217 Edmonston Road
Bladensburg, MD 20710**

The proposed work to be performed is as follows:

FLAT ROOF REPLACEMENT

We will remove existing roofing system down to the structural steel deck on flat roof only. Total area to be removed is approximately 2,360 square feet. **NOTE:** this roofing system has not been tested for asbestos containing roofing materials (ACRM). Analysis, removal and disposal of ACRM are not included in this proposal. In the event ACRM are found, you will be so advised immediately pursuant to this contract.

We will inspect the condition of the structural deck and report findings to owner or owner's agent. Repairs required to correct concealed damaged will be completed on a time and material basis at the rate of \$85.00 per man hour plus materials marked up 30% GPM.

We will install new tapered polyisocyanurate insulation (1/8 inch per foot taper). Maximum thickness of new insulation will be approximately 5 ½ inches. Minimum thickness of insulation will be ½" inch. Insulation will be attached using mechanical fasteners and galvanized stress plates.

We will install one (1) layer of Firestone BaseGard SA self-adhering base ply sheet over the insulation. We will install one (1) layer of Firestone APP180 white granule surfaced modified bitumen cap sheet over the base ply. We will double flash vertical to horizontal junctures, equipment curbs and deck penetrations using Firestone APP160 smooth surfaced and APP 180 white granule surfaced modified bitumen flashing material. Membrane and base flashing will be installed pursuant to manufacturer's specifications. The full height of all perimeter parapet walls will be covered with new modified bitumen flashing material.

We will shop fabricate and install a new .032 aluminum cleat required for securing new coping. We will shop fabricate and install new .032 Kynar finished aluminum coping. Coping will be secured using cleat on outside and a mechanical fastener on the inside.

We will shop fabricate and install new .032 Kynar finish aluminum edge flashing detail as required to terminate membrane. We will overlap metal by a minimum of 4" and seal overlapped area using non-solvent based sealant.

We will reuse one existing cast iron deck drain.

We will shop fabricate and install new copper pitch pockets.

We will fill pitch pockets, to within one (1) inch of the top, with a non-shrink grout and top off with a two part pourable sealer.

We will install new two-piece lead flashing on all plumbing stacks and at deck drains. Lead flashing will be primed on both sides prior to its installation.

NOTE: In the event that water ponds for more than 48 hours, additional drains may be required in order to comply with manufacturer's installation and/or warranty requirements. Cost of drains will be computed on the basis of physical installation requirements.

We will provide a 20-year NDL (No Dollar Limit) material and workmanship warranty pursuant to terms and conditions as outlined in manufacturer's warranty. With this type warranty, failures associated with the installation process (*workmanship and/or material) are covered pursuant to the warranty.

Job site will be policed on an ongoing basis and resulting debris will be removed upon completion.

Price: Twenty Two Thousand Eight Hundred Dollars (\$22,800.00) Initial _____

SHINGLE ROOF REPLACEMENT

We will remove existing shingles from structural deck (1 layer). We will also remove plumbing vent pipe collars.

We will inspect condition of structural deck and report findings to owner or owner's representative. Damaged wood sheathing found during this process will be replaced at a rate of \$2.50 per square foot.

We will prepare structural deck, seat any protruding nails, secure loose decking, and install one layer of #15 felt underlayment over entire deck.

We will furnish and install new GAF Timberline HD architectural shingles with limited lifetime warranty. The shingle color can be chosen from a manufacturer's chart of readily available colors. Shingles will be installed pursuant to manufacturer's specifications using four fasteners per shingle. Valleys will be shingled in the closed valley method. This process includes one layer of weather watch waterproofing membrane attached to the structural deck. Shingles are then installed over the waterproofing membrane to insure a weather tight seal at this most vulnerable transition.

We will install one layer of self-adhering ice & water waterproofing membrane attached to the structural deck at all eaves and valleys. Shingles are then installed over the waterproofing membrane to insure a weather tight seal at this most vulnerable transition.

We will install and paint new neoprene vent pipe collars on plumbing stacks using exterior grade paint in a color similar to shingle selection.

We will replace all step flashing, apron flashing and counter flashing. Apron and counter flashing will be aluminum in a color to closely match the existing trim color.

We will install new aluminum drip edge at all gutter lines and rake edges.

We will install new shingle over ridge vent.

We will remove miscellaneous debris from gutters, seat gutter spikes, and flush with water as necessary.

Grounds will be policed on an ongoing basis and resulting debris will be removed upon completion. The process includes the use of a magnetic rake to aid in the removal of nails over grass-covered areas.

Price: Five Thousand Nine Hundred Dollars

(\$5,900.00)

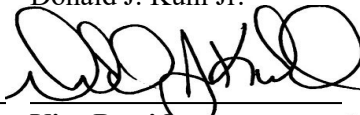
Initial _____

Procedures recommended in our proposal are presented on the basis of our experience and familiarity with this roofing system. We recommend this proposal is reviewed by your Attorney and an Engineer for accuracy, completeness and compliance with local building codes.

Payment is to be made in accordance with the following schedule: Progress payments based on work completed and materials stored on site.

Acceptance of Proposal: The specifications, conditions noted herein and on the over side, and cost of the proposed work noted herein are satisfactory. CRS Roofing Services is authorized to perform the specified work. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 10 days.

Certified Roofing Systems and Contracting Corp.
Donald J. Kuhl Jr. W. Douglas Fields



Customer Signature and Date

Vice President

President and Authorized Agent **August 30, 2024**

CERTIFIED ROOFING SYSTEMS AND CONTRACTING CORP., HEREIN AFTER KNOWN AS CRS, CONDITIONS OF CONTRACT: This contract EXCLUDES the following: (a) replacement of deteriorated woodwork, wood or other sub-surface material found during progress of this work; (b) defects in design and/or roof decks not properly constructed, formed, or graded to outlets; (c) damage caused by or as a result of migrating or ponding water; (d) damage caused by or as a result of HVAC equipment, including but not limited to, duct work, duct fittings, baffles, or mounting curb transition required for operation of equipment; (e) electrical, mechanical, or refrigerant disconnect, reconnect, or modification thereto unless otherwise specified herein; (f) local building codes and/or safety requirements imposed by Governmental regulations not specified herein; (g) damage to items stored in attic; (h) drywall damage, dust and/or debris contamination to any interior space, nail pops, plaster damage including cracking associated with the routine installation process ; (i) physical property damage associated with accessing work site including, but not limited to underground sewer lines, gas, water, electric lines or damage to grass covered areas, sidewalks, curbs or driveways. (j) Damage to existing roofing system, building or its contents as a result of routine activities associated with the roofing installation/repair process. Unless otherwise specified herein, the owner or his agent is responsible for obtaining all permits and for costs involved therein. In the event HVAC units that have been physically moved or relocated by CRS fail to operate, the agent, occupant or unit owner must contact CRS. Failure to do so may result in CRS being absolved from responsibility and/or liability for costs associated with repair to restore operation of HVAC units involved. Roofing related work described in this proposal may require the use of certain power equipment, which may involve drilling, cutting and/or scraping. Building occupants should be made aware that excessive noise may be created as a result of the use of this equipment. In the event management and/or job conditions require work to be completed beyond normal working hours, overtime rates are applicable for work completed between the hours of 4:30 p.m. and 7:30 a.m., Monday through Friday, and all work completed on Saturdays, Sundays, and Holidays. In the event repairs beyond the scope of our contract are required, they will be completed at a rate of \$85.00 per man-hour plus 30% GPM on all materials. Additional repairs beyond the scope of our proposal will not be completed without written authorization. All agreements are contingent upon strikes, accidents, inclement weather, delivery of materials, and delays beyond our control. This proposal is based on the assumption that the existing roofing system does not contain asbestos or any material containing asbestos. In the event asbestos or asbestos containing materials are discovered during the course of the work described in this proposal, Contractor shall immediately cease work and report the condition to Owner or Owner's agent. Additional cost will be computed subject to a further evaluation. This contract incorporates all provisions for work as noted herein. No representative, employee, agent of CRS, or any other person has any authority to make changes to this contract. Owner or Owner's agent agrees to pay a service charge of 1½% monthly (18% annum) on all balances 30 days past due, which will be added to balance due. In the event that it becomes necessary to place this account in the hands of an attorney for collection, Owner/Owner's agent agrees to be liable for said costs, including 30% collection fee or the maximum legal limit, court costs, and reasonable attorney fees. Our workers, equipment, and vehicles are fully covered by workmen's compensation and liability insurance.

CRS is hereby authorized to investigate my/our credit record and to verify my/our credit, employment, and income references.

THIS WORK CARRIES NO GUARANTEE UNLESS OTHERWISE SPECIFIED HEREIN.

CRS WORKMANSHIP GUARANTEE: For a period of **two** years thereafter by*Manufacturer, except as follows: In the event water leakage occurs within the period of guarantee, due to workmanship and provided routine maintenance is conducted and documented in accordance with accepted industry standards, we hereby agree to repair same without charge. We do not guarantee the following, which are excluded from coverage: (a) roof maintenance, materials or correction of conditions other than leaks. In the event a reported leak is unrelated to the installation process, investigation and repairs required shall be paid by the owner/agent. Failure by the owner to pay these cost within 30 days from the date of billing shall render this guarantee null and void; (b) natural disasters including but not limited to wind speeds, including gusts greater than 55 mph, hurricanes, lightning, tornadoes, and earthquakes and/or other phenomena associated with these events; (c) Damage to existing roofing system, building or its contents as a result of routine activities associated with the roofing installation/repair process; (d) any damage associated with moisture intrusion, unless said damage is associated with the installation process and then only when CRS is notified of such leak upon its discovery (e) damage to the roofing system installed by CRS due to: (1) settlement, distortion, movement, failure or cracking of the roof deck, walls or foundation of the building; (2) improper installation and/or insufficient insulation, defects or failure of any material used in existing roofing assembly or materials installed by CRS; (3) inadequate and/or insufficient ventilation, infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials; (4) defects in design or building components not conforming to accepted industry standards; (5) expansion or contraction of any flashing or metal work including but not limited to roof mounted duct work and HVAC equipment; (6) underlying materials or structures having failed or ceased to conform to accepted industry standards; (7) chemical attack of the roof membrane; (8) vandalism; (9) damage resulting from any new installations on or through the membrane or from traffic of any nature on the roof; (10) any repairs or other applications to the membrane or base flashing after the date of completion, unless performed by CRS and (11) areas of roof which pond water for more than 48 hours.

This Guarantee becomes effective only when labor for the installation process and materials have been paid to the Contractor pursuant to this Contract.

For service after installation: During normal business hours of 8:00 a.m. - 4:30 p.m. Monday through Friday, call (301) 454-0830.

Emergency assistance is available after business hours, weekends and holidays by calling the above number. Our answering service will refer you to the duty supervisor.

CRS ROOFING SERVICES

Section 9, Item E.

CERTIFIED ROOFING SYSTEMS & CONTRACTING CORP

4700 UPSHUR STREET BLADENSBURG MD 20710 301-454-0830

Email: info@crsroof.com

Website: www.crsroof.com

Fax 301-209-7630

October 10, 2023

CRS Job No. 23-2049

**This proposal is submitted to:
Town of Bladensburg
4229 Edmonston Road
Bladensburg, MD 20710**

**For the property located at:
Police Department
4229 Edmonston Road
Bladensburg, MD 20710**

The proposed work to be performed is as follows:

We will remove existing roofing system (2 layers) down to the structural steel deck. Total area to be removed is approximately 1,131 square feet. **NOTE:** this roofing system has not been tested for asbestos containing roofing materials (ACRM). Analysis, removal and disposal of ACRM are not included in this proposal. In the event ACRM are found, you will be so advised immediately pursuant to this contract.

We will inspect the condition of the structural deck and report findings to owner or owner's agent. Repairs required to correct concealed damaged will be completed on a time and material basis at the rate of \$85.00 per man hour plus materials marked up 30% GPM.

We will install new tapered polyisocyanurate insulation (1/8 inch per foot taper). Maximum thickness of new insulation will be approximately 4 1/2 inches. Minimum thickness of insulation will be 1.5 inch. Insulation will be attached using mechanical fasteners and galvanized stress plates.

We will install one (1) layer of Firestone BaseGard SA self-adhering base ply sheet over the insulation. We will install one (1) layer of Firestone APP180 white granule surfaced modified bitumen cap sheet over the base ply. We will double flash vertical to horizontal junctures, equipment curbs and deck penetrations using Firestone APP160 smooth surfaced and APP 180 white granule surfaced modified bitumen flashing material. Membrane and base flashing will be installed pursuant to manufacturer's specifications. The full height of all perimeter parapet walls will be covered with new modified bitumen flashing material.

We will shop fabricate and install a new .032 aluminum cleat required for securing new coping. We will shop fabricate and install new .032 Kynar finished aluminum coping. Coping will be secured using cleat on outside and a mechanical fastener on the inside.

We will shop fabricate and install new .032 Kynar finish aluminum edge flashing detail as required to terminate membrane. We will overlap metal by a minimum of 4" and seal overlapped area using non-solvent based sealant.

We will reuse one existing cast iron deck drain.

We will shop fabricate and install new copper pitch pockets.

We will fill pitch pockets, to within one (1) inch of the top, with a non-shrink grout and top off with a two part pourable sealer.

We will install new two-piece lead flashing on all plumbing stacks and at deck drains. Lead flashing will be cleaned and primed on both sides prior to its installation.

NOTE: In the event that water ponds for more than 48 hours, additional drains may be required in order to manufacturer's installation and/or warranty requirements. Cost of drains will be computed on the basis of physical installation requirements.

We will provide a 20-year NDL (No Dollar Limit) material and workmanship warranty pursuant to terms and conditions as outlined in manufacturer's warranty. With this type warranty, failures associated with the installation process (*workmanship and/or material) are covered pursuant to the warranty.

Job site will be policed on an ongoing basis and resulting debris will be removed upon completion.

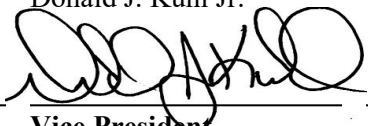
Procedures recommended in our proposal are presented on the basis of our experience and familiarity with this roofing system. We recommend this proposal is reviewed by your Attorney and an Engineer for accuracy, completeness and compliance with local building codes.

Payment is to be made in accordance with the following schedule: Progress payments based on work completed and materials stored on site.

TOTAL: Nineteen Thousand Nine Hundred Fifty Dollars (\$19,950.00)

Acceptance of Proposal: The specifications, conditions noted herein and on the over side, and cost of the proposed work noted herein are satisfactory. CRS Roofing Services is authorized to perform the specified work. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 10 days.

Certified Roofing Systems and Contracting Corp.
Donald J. Kuhl Jr. W. Douglas Fields



Customer Signature and Date

Vice President

October 10, 2023
President and Authorized Agent

CERTIFIED ROOFING SYSTEMS AND CONTRACTING CORP., HEREIN AFTER KNOWN AS CRS, CONDITIONS OF CONTRACT: This contract EXCLUDES the following: (a) replacement of deteriorated woodwork, wood or other sub-surface material found during progress of this work; (b) defects in design and/or roof decks not properly constructed, formed, or graded to outlets; (c) damage caused by or as a result of migrating or ponding water; (d) damage caused by or as a result of HVAC equipment, including but not limited to, duct work, duct fittings, baffles, or mounting curb transition required for operation of equipment; (e) electrical, mechanical, or refrigerant disconnect, reconnect, or modification thereto unless otherwise specified herein; (f) local building codes and/or safety requirements imposed by Governmental regulations not specified herein; (g) damage to items stored in attic; (h) drywall damage, dust and/or debris contamination to any interior space, nail pops, plaster damage including cracking associated with the routine installation process ; (i) physical property damage associated with accessing work site including, but not limited to underground sewer lines, gas, water, electric lines or damage to grass covered areas, sidewalks, curbs or driveways. (j) Damage to existing roofing system, building or its contents as a result of routine activities associated with the roofing installation/repair process. Unless otherwise specified herein, the owner or his agent is responsible for obtaining all permits and for costs involved therein. In the event HVAC units that have been physically moved or relocated by CRS fail to operate, the agent, occupant or unit owner must contact CRS. Failure to do so may result in CRS being absolved from responsibility and/or liability for costs associated with repair to restore operation of HVAC units involved. Roofing related work described in this proposal may require the use of certain power equipment, which may involve drilling, cutting and/or scraping. Building occupants should be made aware that excessive noise may be created as a result of the use of this equipment. In the event management and/or job conditions require work to be completed beyond normal working hours, overtime rates are applicable for work completed between the hours of 4:30 p.m. and 7:30 a.m., Monday through Friday, and all work completed on Saturdays, Sundays, and Holidays. In the event repairs beyond the scope of our contract are required, they will be completed at a rate of \$85.00 per man-hour plus 30% GPM on all materials. Additional repairs beyond the scope of our proposal will not be completed without written authorization. All agreements are contingent upon strikes, accidents, inclement weather, delivery of materials, and delays beyond our control. This proposal is based on the assumption that the existing roofing system does not contain asbestos or any material containing asbestos. In the event asbestos or asbestos containing materials are discovered during the course of the work described in this proposal, Contractor shall immediately cease work and report the condition to Owner or Owner's agent. Additional cost will be computed subject to a further evaluation. This contract incorporates all provisions for work as noted herein. No representative, employee, agent of CRS, or any other person has any authority to make changes to this contract. Owner or Owner's agent agrees to pay a service charge of 1½% monthly (18% annum) on all balances 30 days past due, which will be added to balance due. In the event that it becomes necessary to place this account in the hands of an attorney for collection, Owner/Owner's agent agrees to be liable for said costs, including 30% collection fee or the maximum legal limit, court costs, and reasonable attorney fees. Our workers, equipment, and vehicles are fully covered by workmen's compensation and liability insurance.

CRS is hereby authorized to investigate my/our credit record and to verify my/our credit, employment, and income references.

THIS WORK CARRIES NO GUARANTEE UNLESS OTHERWISE SPECIFIED HEREIN.

CRS WORKMANSHIP GUARANTEE: For a period of **two** years thereafter by*Manufacturer, except as follows: In the event water leakage occurs within the period of guarantee, due to workmanship and provided routine maintenance is conducted and documented in accordance with accepted industry standards, we hereby agree to repair same without charge. We do not guarantee the following, which are excluded from coverage: (a) roof maintenance, materials or correction of conditions other than leaks. In the event a reported leak is unrelated to the installation process, investigation and repairs required shall be paid by the owner/agent. Failure by the owner to pay these cost within 30 days from the date of billing shall render this guarantee null and void; (b) natural disasters including but not limited to wind speeds, including gusts greater than 55 mph, hurricanes, lightning, tornadoes, and earthquakes and/or other phenomena associated with these events; (c) Damage to existing roofing system, building or its contents as a result of routine activities associated with the roofing installation/repair process; (d) any damage associated with moisture intrusion, unless said damage is associated with the installation process and then only when CRS is notified of such leak upon its discovery (e) damage to the roofing system installed by CRS due to: (1) settlement, distortion, movement, failure or cracking of the roof deck, walls or foundation of the building; (2) improper installation and/or insufficient insulation, defects or failure of any material used in existing roofing assembly or materials installed by CRS; (3) inadequate and/or insufficient ventilation, infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials; (4) defects in design or building components not conforming to accepted industry standards; (5) expansion or contraction of any flashing or metal work including but not limited to roof mounted duct work and HVAC equipment; (6) underlying materials or structures having failed or ceased to conform to accepted industry standards; (7) chemical attack of the roof membrane; (8) vandalism; (9) damage resulting from any new installations on or through the membrane or from traffic of any nature on the roof; (10) any repairs or other applications to the membrane or base flashing after the date of completion, unless performed by CRS and (11) areas of roof which pond water for more than 48 hours.

This Guarantee becomes effective only when labor for the installation process and materials have been paid to the Contractor pursuant to this Contract.

For service after installation: During normal business hours of 8:00 a.m. - 4:30 p.m. Monday through Friday, call (301) 454-0830.

Emergency assistance is available after business hours, weekends and holidays by calling the above number. Our answering service will refer you to the duty supervisor.



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator Regine Watson, Town Clerk
Item Title: Board of Supervisors of Elections (BOSOE) Update Election 2025	
Board of Supervisors of Elections (BOSOE) Update Election 2025	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: BOSOE Attachments
Recommended Action:	
Council review and comments on the proposed materials, processes, and operational guides for the October 2025 Election	
<p>Summary: The Board of Supervisors of Elections has been meeting online over the last several months to address the issues raised by the Council and Community regarding the 2023 Election Process. Throughout these meetings, the BOSOE has thoughtfully discussed and developed processes and guidelines to not only clarify issues but also provide a framework that can be used for future elections.</p> <p>Overview of the Presentation: The presentation will take on the following aspects that were assigned to the Board and Town staff to address deficiencies in the previous elections.</p> <ol style="list-style-type: none"> 1. Addressing the Issues from 2023 - Town Administrator 2. Developing Processes and Guidelines with BOSOE - BOSOE 3. Ongoing Actions and Tasks of the Town Clerk – Town Clerk <p>As part of this update, the following documents were developed in conjunction with our Town Attorney, Ferguson. They have been reviewed for legal sufficiency and are in compliance with the Town Charter/Code, state and federal election laws, and statutes.</p> <p>The Board will meet in November to review the last part of their task, which is guidelines for Election Judges. This information will also be shared with the Council for review. The Town Clerk will also frequently update the 2025 Election process.</p> <p>The town administrator and town clerk will be able to answer any questions during this meeting.</p>	
Budgeted Item: Yes [] No [X] Budgeted Amount: \$ NA One-Time Cost: NA Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:

Board of Supervisors of Election (BOSOE)

Update on the Town Election 2025
Town Council Meeting, October 14, 2024

What to expect?

Overview of the Presentation: The presentation will take on the following aspects that were assigned to the Board and Town staff to address deficiencies in the previous elections.

Addressing the Issues from 2023 -
Town Administrator

Developing Processes and Guidelines with BOSOE - **BOSOE**

Ongoing Actions and Tasks of the Town Clerk – **Town Clerk**

Addressing Issues Raised

Michelle Bailey Hedgepeth, Town Administrator

Election 2023



On October 2, 2023, an Election was held in the Town of Bladensburg. There were issues in the following areas:

- Candidate Process and Certification
- Notifications and Deadlines
- Absentee Ballots and Certification
- Mail Delivery Notification
- Public Trust in the Process



In November 2023, a BOSOE meeting was held, and staff was requested to investigate internal procedures to ensure transparency and the timely qualification of candidates.



Town Staff conducted research with other agencies and obtained

- Election process and procedures
- Vendors and Sources
- Candidate Materials
- Ballot Handling Process

Process | Key Issues Addressed

Review of Town Procedures and Documents – November 2023
– May 2024

Meetings with BOSOE on DRAFT Materials – November 2023 –
October 2024

Review of Documents and Materials with Town Attorney –
Jan – October 2024

Hiring of Town Clerk to Manage the Process – August 2024

Updating Council on Progress – November 2023 – October
2024

BOSOE Timeline and Meetings 2024



Proposed Internal Town Election Timeline 2025 July and August

- Monday, July 21, 2025: Application packet materials are ready for candidates to be provided (12 weeks before the election)
- Friday, August 22, 2025, by 4:00 pm: To file as a Candidate: Submit a Candidate Certificate and Financial Disclosure Form to the Town Clerk's Office (45 days before election per Charter)
- Friday, August 22, 2025, at 4:00 pm: Candidate Bios Due Where is this required
- Monday, August 25, 2025: Absentee Ballot applications become available
- Monday, August 25, 2025: Ballot information for the draft ballot is sent to the election machine/ballot vendor
- Tuesday, August 26, 2025: Board of Supervisors of Elections Meeting 1
- Thursday, August 28, 2025: The draft ballot was emailed to me for review
- Friday, August 29, 2025: Ballots are approved and sent to print

Proposed Internal Town Election Timeline 2025 September/ October

- Thursday, September 4, 2025: Absentee ballots are taken to the post office
- Tuesday, September 9, 2025: Board of Supervisors of Elections Meeting 2
- Monday, September 22, 2025, by 4:00 pm: Applications for absentee ballots must be received by the Town Clerk.
- Monday, September 29, 2025, by 4:00 pm: Deadline to be a qualified write-in candidate. Write-in candidates must file a declaration of intent and the required financial disclosure form.
- Monday, October 6, 2025, by 7:00 pm: Deadline to vote for an Absentee Ballot
- Monday, October 6, 2025: Town Election Date 7:00 am to 7:00 pm

Developing Processes and Guidelines with BOSOE

BOSOE Members

Internal Policies and Procedures

The BOSOE worked diligently to create Internal Policies and Procedures for Staff and the BOSOE to follow during the election period. Highlights from the documents include:

- The Qualification of Candidates
- Ballot Issuance
- Collection Procedure
- Receiving and Securing Ballots Received

Election Candidate Handbook

Purpose: The Town of Bladensburg Candidate Handbook is a guide for all candidates wanting to run for Town Council.

Overview:

- General Information and Qualifications
- Election Rules & Regulations
- Campaign Finance Reporting for Candidates
- Campaign Signs and Other Political Matters
- Frequently Asked Questions
- Campaign Contribution Limitations

Election Judge Manual

Purpose:

The Town of Bladensburg Election Judge Manual is a guide for all election judges appointed to oversee the Town Council.

Guide Overview:

General Information and Judge Roles

Security Rules & Awareness

Voter Assistance & Voter Diversity

People & Activities in the Polling Place

Ballot Judges



Input from the BOSOE

The Board made suggestions on the following specific items:

- Resources to candidates by the Town
- Clarity on timelines and requirements
- Review of materials by the board and chair during the process
- Swearing in of staff participating in collection efforts



Ongoing Actions and Tasks of the Town Clerk

Regine Watson, Town Clerk

Moving Forward



Professional Development and Training

- Attending Municipal Clerk Meetings – Ongoing
- Interfacing with the County Board of Elections – Ongoing
- Training Town Staff and Board Members - Ongoing



Working with the Council on the Appointments for the following Boards

- Board of Supervisors of Election: Must be appointed - by March 2025
- Ethics Commission Members: The Town needs more members for Spring 2025



Evaluating Vendors for Ballots and Elections Equipment

- Absentee Ballot Drop Boxes – Fall 2024
- Vendor Selection: Absentee and General Ballot Printing – January 2025
- Vendor Selection: Voting Machine – January – March 2025



Voter and Candidate Information

- Working on Publications and Information for Town Elections – January – March 2025
- Posting Candidate Material and Timelines – June / July 2025
- Holding Informational Sessions for Candidates – June / July 2025
- Conducting the Election – July – October 2025

BOSOE and Town Next Steps

The Board will meet in November to review the last part of their task, which is Guidelines for Election Judges. This information will also be shared with the Council for review.

The Town Clerk will also frequently update the Council on the 2025 Election process.

Presentation Summary

- Staff has addressed and made recommendations for many of the concerns raised in October 2023.
- The informal adoption of procedures in other towns is a staff process guided by the BOSOE. Policies are modified and updated over time to reflect the following:
 - Changes in local law/state statute
 - To address questions and issues that arise
 - To streamline and improve processes
- Staff recommends that BOSOE adopt these policies and review them each Election cycle. Thus, the Town Clerk will complete an After-Action Report after every election to be presented at the December meeting following the election.
- Staff further recommends that the BOSOE review the Candidate Handbook for each election cycle and update it to reflect any modifications or questions raised in the previous election cycle.

Questions

Thank you – Regine Watson, Town Clerk



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator Purnell Hall, Public Works Supervisor
Item Title: America in Bloom 2024 Evaluation Report	
America in Bloom 2024 Evaluation Report	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: 2024 Evaluation Report
Recommended Action:	
Review the America In Bloom 2024 Evaluation report and provide any comments to the Town Administrator.	
<p>Item Summary: America in Bloom (AIB) is a nationwide initiative that promotes beautification, community involvement, and environmental enhancement by using flowers, plants, trees, and various lifestyle improvements. Founded in 2001 by horticulture industry professionals, AIB initially focused on connecting people with the benefits of plants and flowers. However, it expanded its scope to encompass broader community development aspects such as heritage preservation, environmental efforts, and overall community vitality.</p> <p>The Town received its Assessment on October 3, 2024. It placed third in its Category in Vitality, and the Public Works Director and Community Media Specialist attended the Annual Conference in late September 2024. At this event, staff learned a great deal from other participating Towns and Cities.</p> <p>After review, this beneficial report and it has given staff some projects and ideas on ways to improve our quality life and overall appearance. During the visit, the evaluators provided insight into what has been implemented, and the Council will see some future items that will support our application and our submissions to another program like Sustainable Maryland.</p> <p>The Town Administrator will be able to answer questions regarding this report, and the Public Works Director will share his experiences at the National Conference as part of this item.</p>	
Budgeted Item: Yes [] No [] NA Budgeted Amount: One-Time Cost: Ongoing Cost: NA	Continued Date:
Council Priority: Yes [X] No []	Approved Date:

America in Bloom 2024 Evaluation Report

Section 9, Item G.



Community: Bladensburg, Maryland
Evaluation Dates: June 3-4, 2024

Lead Advisor: Connie Baggett
Co-Advisor:Carolynn Sears

America in Bloom envisions communities across the country as welcoming and vibrant places to live, work, and play – benefitting from colorful plants and trees; enjoying clean environments; celebrating heritage and planting pride through volunteerism.

Evaluation Areas	Possible Points	Actual Points	Percent
Community Vitality	128.00	97.00	75.78%
Floral Impact	96.00	17.00	17.70%
Landscaped Areas	96.00	36.00	37.50%
Urban Forestry	104.00	12.00	11.53%
Environmental Initiatives	160.00	96.00	60.00%
Celebrating Heritage	120.00	75.00	62.50%
Overall Impression	112.00	72.00	64.28%
Evaluation Tour Preparation and Actions	12.00	11.00	91.66%
Total Points and Percent	828.00	416.00	50.24%
Star Rating	6		
Community Involvement Total	64	29	45.31%

Star ratings are based on overall percentage.

- | | | | | |
|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1 star = 0% - 9.99% | 2 stars = 10% – 19.99% | 3 stars = 20% – 29.99% | 4 stars = 30% – 39.99% | 5 stars = 40% – 49.99% |
| 6 stars = 50% – 59.99% | 7 stars = 60% – 69.99% | 8 stars = 70% - 79.99% | 9 stars = 80% – 89.99% | 10 stars = 90% - 100% |

Community representatives to receive the Evaluation Report (three minimum)		
Name	Title	Email
Michelle Bailey-Hedgepeth	Administrator	mbaileyhedgepeth@bladensburgmd.gov
Vito Tinelli	Treasurer	vtinelli@bladensburgmd.gov

GUIDELINES AND INFORMATION:**Communities are required to provide the following prior to evaluation:**

- Community Profile organized to follow the criteria and metrics. For repeat communities, call out what is new and/or implemented due to advisors' recommendations.
- Evaluation Tour Itinerary with start and finish times for each day
- Community Map with community boundaries and the tour route
- Communities are responsible for addressing the metrics in the Community Profile, Evaluation Tour Itinerary, and during the Evaluation Tour.

The areas to be scored:

Advisors will review Community Profiles, Community Maps, and Evaluation Tour Itineraries to confirm the appropriateness of the areas to be evaluated and contact communities prior to the tour so adjustments can be made.

- All areas (municipal, commercial, and residential) within the boundaries of the entrant's community/municipality (except as noted below) are scored and a representative portion of all areas must be included.
- Property to be scored, whether public or private, must be subject to the codes and regulations of the entrant's community/municipality.
- When a property does not meet these requirements, but the community's volunteers significantly impact the property with labor and/or funding, then advisors may include in their scoring the property not subject to the codes and regulations of the entrant community.
- A community may request recommendations for areas toured but not scored.

Metrics are noted with unique codes based on the criteria. Ratings include:

N/A (Not Applicable): Communities should strive to implement all metrics; however, advisors will use N/A when a metric is not scorable in a community. N/A metric is not included in the point totals and does not affect percentages. Examples when N/A may apply in a metric: commercial/business areas do not exist; state or county statutes prevent implementation of a metric.

Not Started (0 points): programs or procedures are not in place.

In Progress (1-2 points): programs or procedures are developed, and a plan of action is implemented.

In Place (3-5 points): programs or procedures are utilized and beneficial.

Surpassing (6-8 points): programs or procedures are exceptional, utilized, and beneficial throughout the community.

Other:

- This Evaluation Report's scoring, general observations, and general and criteria recommendations are based upon the community's efforts including its levels of participation in, or implementation of the metrics in each of the criteria.
- Future projects and programs are not scored.
- The scoring for the seven evaluation criteria is adjusted to the climate and environmental conditions of the community's location. Make sure the advisors are made aware of any challenges that were faced during the year.

General Observations and Recommendations (recommendations are indicated in italics):

Welcome, Bladensburg, to America in Bloom! The first year is the hardest and you have laid the groundwork for your participation in the following years. Small and close to Washington, D.C., Bladensburg has easy access to the world and yet maintains the intimacy of a small town. Diversity defines the town of Bladensburg. According to the 2020 census, the population composition includes 53.49% Black or African American, 39.47% Hispanic or Latino, and 3.04% white. Its 9,657 residents live in one square mile located on the scenic Anacostia River blending traditions, languages, and experience. There are 3,819 housing units in Bladensburg. Of the occupied units, approximately 18% are owner occupied and 80% have renters in them.

https://data.census.gov/profile/Bladensburg_town,_Maryland?g=160XX00US2407850

Lying in the Atlantic coastal plain, characterized by gently rolling hills and valleys, and within Prince George's County, Bladensburg was formerly home to the highest population of enslaved Africans within the state of Maryland. During the Civil War hundreds of enslaved men joined the Union Army and fought for freedom against Confederate Forces. In the 21st century Prince George's County is the largest and highest-income black-majority county in the United States (Rowlands, D.W. (January 13, 2020). "[How the region's racial and ethnic demographics have changed since 1970](#)". D.C. Policy Center.). Understanding the local arc of history supports pride and confidence.

Niche.com, a company that analyzes ratings and reviews of neighborhoods, schools, and colleges, says this about Bladensburg: Living in Bladensburg offers residents an urban feel and most residents rent their homes. In Bladensburg there are a lot of parks. Many families live in Bladensburg and residents tend to be liberal. Niche evaluates Bladensburg with an overall C- grade saying its "rankings are calculated using dozens of public data sets and millions of reviews."

Among the vibrant communities across the country that make up America In Bloom and its movement to elevate cities, Bladensburg is certainly one of the most welcoming places. Bordered by the Anacostia River and a lush park on the riverside, your community has resources about which other towns can only dream. Local elected officials have a clear vision for growth and a top-notch staff well on the way to making a name for Bladensburg in the region.

The diversity and clear desire among residents and officials alike to make this community stand out in positive ways give Bladensburg an advantage in economic development efforts and in the ongoing challenge to improve quality of life. And given the assets of beauty, heritage and community spirit, Bladensburg is rich indeed. Congratulations on the decision to focus on the seven criteria outlined by America In Bloom. Your community is well on its way to achieving any goal set. Seldom does a community enjoy the heritage of fascinating history wound up in the birth of the United States, early history of Indigenous people, incredible natural resources in the Anacostia River and multiple park properties nearby and in Bladensburg itself.

America in Bloom asks the community to complete and submit its own community profile and sends advisors to the community to meet the people, see the community for themselves, and make recommendations. It was such a pleasure to visit your community, meet you and staff members, the Mayor and members of the council, the Chiefs of the Police and Fire Departments and other community members. The community spirit is palpable and so many good things—the new library, Waterfront Park—are in place or set to happen. Beautiful Bladensburg is heading in the right direction. We want to encourage your continued participation and look forward to seeing Bladensburg progress towards its goals. Thank you for participating in America in Bloom, for your generous and warm welcome to your community, and hospitality throughout our visit!

Bladensburg is focused on continuous improvement and has recently identified two major projects. The town has created a solid foundation, and we anticipate it will surge forward in the coming years. Bladensburg is a busy community! Their calendar is packed with events. They have been able to distinguish themselves from surrounding communities and will continue to do so, focusing on the seven criteria of America in Bloom. Community cohesion is enhanced and fostered through communication, outreach, and community partnerships. Communication is achieved through an active Facebook page, website, newsletter, and banners. Strong community bonds within Bladensburg are palpable and almost guarantee success.

In general, we offer three specific recommendations:

1. *Begin now to revise the Community Profile as a living document. It is a useful, analytical tool for promoting your community and a reference for where you have been.*

Add dates and details, such as quantities and locations of earlier and recently accomplished projects and improvements. Examples: number of window boxes and containers, when installed and where; number of solar panels, when installed, and where; number of rain gardens, when installed and where: etc. This information will help you and future advisors to objectively assess progress toward stated goals. Keep in mind that while it is helpful to know about future projects, only completed projects can be scored.

Ask what is missing from the Community Profile and work to include it in the profile.

Examples: Many events were found on the Bladensburg Facebook page that are not in the Community Profile, including recognitions of community workers and volunteers.

Each year you participate in AIB is an opportunity to work on your Community Profile. Add photos, awards received, future plans and comments made by residents and visitors. Use the Profile to attract new businesses, residents, and tourists to Bladensburg. Provide copies to City Council, real estate agents and post them to your website. It is a window to your community.

2. *Focus on the two projects recently identified by the town: the project to restore and maintain Bostwick House and the campaign for a Beautiful Bladensburg. These projects will serve the community well.*

3. *Strengthen the floral and landscape displays throughout the community. From fostering social connections to promoting mental well-being, flower-based initiatives have been proven to create a positive impact on individuals and the communities. Pumping up your floral and landscape displays will significantly support the campaign for a Beautiful Bladensburg. Historical Assets like the George Washington House, Bostwick House, Magruder House and Market Master House could be included on an annual tour that could help with fundraising for their restoration and preservation. Consider creating videos to highlight these places, signage, and maps to focus more attention on each. To have such assets in abundance is exceedingly rare, and promotion of these treasures can boost tourism and funding for the community in general. Consider creating social media sites for Historical Bladensburg so you can showcase these assets.*

4. *Create a Bladensburg In Bloom committee to address the seven criteria of Community Vitality, Floral Impact, Landscaped Areas, Urban Forestry, Environmental Initiatives, Celebrating Heritage, and Overall Impression. Dividing the duties makes the program much more successful in the long run.*

5. *The commitment to environmental initiatives is obvious and commendable. As plans progress to redesign stormwater infrastructure, add designed rain gardens for public areas and offer residents instructions on flood mitigation gardening techniques for residences. As more homes add rain gardens to their yards, stormwater impacts can be lessened. Earmark EPA funding opportunities at this website to include grants for ongoing environmental work: <https://www.epa.gov/green-infrastructure/green-infrastructure-funding-opportunities>.*

6. *Housing reflects charming cottage neighborhoods with varying styles of gardening to apartment complexes with multi-family units. Consider adding a seed/plant swap event for residents to help spark interest in floral and vegetable gardening.*

Creative approaches to policing, volunteer firefighter recruiting and partnerships in community gardening are only a few of the high points in your community. By reaching various groups in your community and knitting them together, your residents become a force to be reckoned with. Events in Bladensburg are expertly planned and promoted on social media. The activities are fun and well-supported-- further cementing those community ties and garnering support for projects. As you outline your plans, these are some of the foundational building blocks of a successful approach.

7. *As you set your budgets and agenda for coming years, be sure to include funding for training public works staff in various landscaping, forestry, and floral skills—perhaps join forces with master gardeners and your local Cooperative Extension Service. Many landscaping/gardening supply firms now include designers on staff to help provide a cohesive look throughout your community.*

We offer additional recommendations in all seven America in Bloom areas in the following pages. It is suggested that the evaluation be circulated widely and discussed in small groups. Schedule a time to review specific recommendations with key staff members and groups and your America in Bloom committee.

We were enchanted to get to know your town and hear all the lovely things people had to say about their hometown. Your journey with AIB is just beginning but the progress you are already making bodes well for your future success. Heartfelt thanks to Michelle Bailey Hedgepeth for her time, energy, and dedication to improving the community. We were honored to meet and talk with Bladensburg leadership, including Mayor Takisha James, Councilwomen Trina Brown, Kalisha Dixon, Marilyn Blount and Carrol McBryde and we expect to see tremendous growth in the coming years.

Connie Baggett and Carolynn Sears
America In Bloom Advisors

COMMUNITY VITALITY: Policies, programs, activities, and facilities that lead to a vibrant community and promote a sense of health and well-being. Includes, but not limited to, senior and community centers, libraries, museums, arts/cultural organizations, mentoring programs, schools, faith-based organizations, parks, playgrounds, dog parks, sports fields, water activities, trails, golf courses, and other active and passive recreational opportunities for all ages and abilities.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. An economic development plan is in place and implemented. It includes the direction for short- and long-term economic growth, and programs to improve the economy. It is regularly evaluated, measured, and/or reevaluated.					6
2. Communication of ordinances and policies pertaining to Community Vitality are easily accessible. Topics include, but are not limited to, culture, education, government, recreation, and technology. Examples of communication avenues include, but are not limited to, lectures, print, city website, city hall, library, and social media.					6
3. Master plan exists for current and/or future public green space. Growth, enhancements, and/or protection of undeveloped areas is included. It is reviewed and routinely updated.				5	
4. Public parks and/or green spaces are available. Properties may include pocket, school, neighborhood, city, county, state, and national parks and green spaces. Parks and green spaces meet the needs of the community and are clean, maintained, welcoming, and utilized.					6
5. Active and/or passive recreation opportunities are available and meet the needs of the community. Examples include, but are not limited to, water sports, golf, baseball, pickleball, skiing, soccer, hiking, nature trails, bird watching, picnic areas, and fishing. Year-round programs are available.					7
6. Seating is available near walking, exercise, playground areas, and/or public transportation stops. The seating and area are clean and accessible.					6
7. Shade is provided for participants and/or spectators at cultural and sporting events. Structures include, but are not limited to, shade sails, dugouts, pergolas, arbors, and trees. Structures are maintained and inspected for safety.					6
8. Community gathering space is available. The space is accessible and used throughout the year for all ages and abilities. Examples include, but are not limited to, community center, senior center, YMCA, churches, libraries, and town hall.					6

9. Age- and ability-appropriate play areas are accessible. Equipment is ADA-compliant and/or inspected by a Certified Playground Safety Inspector.					6
10. Active outdoor community events are offered throughout the year. Examples include, but are not limited to, Bike-to-Work Day, Walk to School Day, and 5K events.					7
11. Community celebrations and/or cultural performances meet the needs of the community. Examples include, but are not limited to, festivals, art, dance, theatre, music, and cinema.					7
12. Secure food programs are available. Examples include, but are not limited to, hunger relief efforts, food pantries, garden plots, rooftop gardens, community gardens, farmers markets, and Community Supported Agriculture.					6
13. Alternative transportation programs are available. Transportation is available in all areas of the community. Examples include, but are not limited to, bicycle/scooter rental, car/van pools, public transportation, and/or ride sharing to all areas of the city.				5	
14. Safety policies, programs, and/or services are in place. Examples include, but are not limited to, police, fire, emergency medical services, community health, crime prevention, homeland security, gang prevention, traffic, homelessness, civil and human rights. Information is easily accessible and communicated.					7
15. Youth-focused programs are in place for multiple ages and/or abilities. Examples include, but are not limited to, sports, gardening, clubs, and lectures					6
16. Non-municipal volunteer boards are active and/or comprised of representatives from business and residents. Examples include, but are not limited to, In Bloom committee, Rotary, Veterans, Chamber of Commerce, Scouting, HOAs, and faith-based organizations.				5	
Totals:	Possible Points		Actual Points		Percent
1. Community Vitality	128		97		75.78%

Community Vitality Recommendations:

Community Vitality encompasses the policies, programs, facilities, and activities that lead to a vibrant community. We commend you on a remarkable list of events and programs available to your residents! With attention to civil rights history, walking audits and policies to address pedestrian hazards, social equity and racial healing, Bladensburg has tangible proof of impressive leadership.

Bladensburg has a variety of facilities contributing to passive and active forms of recreation and building community vitality. Located within blocks of one another are the Town House, Police Department and Fire Department with a complete ambulance service, a complement of fire apparatus, and live-in facilities for 15 to 24 members. Senior and Community Centers, parks, playgrounds, sports fields, and trails plus the Bladensburg Waterfront Park serve as places of activity and gathering.

Bladensburg knows how to have fun! This small community hosts a surprising number of events throughout the year. Town events engage residents of all ages and abilities, providing opportunities for social interaction, physical activity, and cultural enrichment. From January through December, vibrant is the word that describes Bladensburg as they celebrate MLK with a day of community service, Bladensburg Day, Juneteenth, July 4, and so much more. The Bladensburg Volunteer Fire Department hosts Bingo every Friday, Saturday, and Sunday to support the fire department.

The Bladensburg Police Department contributes significantly to the community by organizing several events monthly. A partner in the truest sense of the word, the BPD's commitment to community policing is evident. Community policing is a philosophy put into action. Organizational strategies support partnerships and problem solving to proactively address conditions that give rise to crime, social disorder, and fear of crime. The BPD's Community Action Team (CAT) focuses on community problem solving, building trust, and youth and seniors events such as National Night Out, Movies in the Park, Shop with a Cop, Ice Cream with a Cop, Coffee with a Cop, Back to School. Rock the Block and other programs.



During our visit, we attended the Citizens' Police Academy 2024 Graduation and witnessed the mutual respect and affection between the instructors, department, graduates, and other members of the audience.

Bladensburg, don't stop there! Here are a few recommendations:

Borrow ideas from other communities for events, such as Rocky's (your PD's therapy dog) Bark in the Park day and encourage the Fire Department to offer free CPR and Stop-the-bleed training, to host an Open Firehouse day, or events like Touch a Fire Truck, or on a hot summer day, Cool off with a Firetruck. Consider remembering the first flight of a hot air balloon with free 'trips' on a tethered hot air balloon in the Bladensburg Balloon Park.

The Publick Playhouse, owned and operated by the Prince George's County Department of Parks and Recreation, is a cultural center offering a variety of music, dance, films, and other events, including theater camps and classes to the community. Located just outside of Bladensburg, the community should continue considerations to incorporate this asset. The Playhouse provides a variety of activities that nicely complement outdoor, recreational ones.

Consider the installation of a Bike Repair Station in the Bladensburg Waterfront Park and Anacostia Trail System, near the trail head of the system linking Bladensburg to Washington, D.C. The addition of a bike repair center will be appreciated should a tire go flat or a repair be needed. Contact Rails to Trails <https://www.railstotrails.org> for possible grant funding.

Regarding the Community Profile, here are some recommendations:

Small communities rely on partnerships with other organizations and on a core of volunteers. In the Profile, be sure to acknowledge (1) any and all partnerships and (2) volunteer opportunities and (3) the many ways you already recognize what they contribute to community vitality. For example, your Facebook posts illustrate the Bladensburg Employee Awards Night, National Public Works Week and Council Meeting Recognition, National Police Week, and International Firefighters Day.

Highlight community volunteer opportunities, including the 100% volunteer Bladensburg Volunteer Fire Department, and develop programs focused on community improvement initiatives such as Habitat for Humanity and Repair Cafes (see Environmental Initiatives).

Your efforts at communication are admirable. Bladensburg keeps the community informed. In the Profile, include information about how you communicate with residents, e.g., webpage, Facebook, monthly newsletter, and anything else. The Facebook posts are lively and charming, especially when the post spotlights local residents.

For the Profile, review Bladensburg Facebook page and other sources for missing events such as MLK Day of Community Service, July 4, Growing Green with Pride, Caribbean Festival, Memorial Day, Cinco de Mayo, Waterfront Art Festival. Consider listing events by month. Feel free to omit a description of event when the name is fairly explanatory. Include a sampling of events, under separate headings, offered by the town's Parks and Recreation, the Police Department, and partners such as the Library, MNCPPC, and the Publick Playhouse.

In the Profile, indicate how many Community Centers are in Town. Consider making a new heading and breaking out Outdoor Spaces (with subheadings for 25 acres of active and 30 acres of passive recreational facilities, e.g. The David C. Harrington Community Park, Rosaina Baldi Park, 52nd Street Tot Lot, Bladensburg Balloon Park, and Bladensburg Community Center. Provide a full inventory of outdoor spaces available to the public: parks, playgrounds, fields, trails, and sites for water activities. Describe the facilities and activities available at Bladensburg Waterfront Park, including the Anacostia Trail System of miles of uninterrupted trails along the tributaries of the Anacostia river linking the Town to Washington, D.C.

Include activities for children and teens (e.g., BPD Explorer Program for 12-20 yr old; Eco-farm Beginning Farmer Training Program) and promote more.

With multiple agencies and events providing gatherings and goal-oriented projects, Bladensburg is off and running. Events cater to every segment of the population, with all age groups, ethnic groups, and a celebration of diversity in mind. Parks and playgrounds are maintained in good condition overall with ample opportunities for outdoor recreation.

Police have adopted the “not warriors—guardians” approach to policing and as a result the public has embraced

local law enforcement. The police chief and fire chief work together to address public safety issues with an outstanding attitude of true public servanthood.

Consider capitalizing on the positive influence of officers through videos and posters promoting anti-litter campaigns. Add litter receptacles in areas where litter has become an issue—and include more public art wherever possible even if it is temporary chalk art. Get student groups involved, particularly any Girl or Boy Scout groups in your community.

Kudos for all the hard work to provide these events and amenities to your residents! Of special note is the high-quality social media and public information/marketing for Bladensburg. Work on signage is evident and more improvements are in the works.

Consider adding a splashpad at one of the central park areas. As one of the area's port towns, a water feature is a natural fit. A public gathering space that draws children throughout the summer is a sure-fire way to build consensus for future projects. Grant funding is available for these amenities, and maintenance and liability are low. Check for grant opportunities at: <https://www.nps.gov/subjects/lwcf/outdoor-recreation-legacy-partnership-grants-program.htm>.

Consider suggesting that partner organizations add shade sails to the outdoor seating area of the fantastic new library. This beautiful space would perfectly blend with the sailing ship theme with needed shade. A great fabric to try is Architec 400 fabric that offers a 12-year warranty.

Our final recommendation for Community Vitality is this: ask your residents and get buy-in for America In Bloom initiatives. Survey members of the community at least annually to see what their priorities are for Bladensburg, including events and amenities. Ideas and input will help drive your best projects forward and the hive mindset can often solve problems. Consider increasing the number of images published on social media of events as well as live videos. You will build attention and support for your priority projects quickly!

FLORAL IMPACT: Strategic design, use, installation, and maintenance of floral displays and seasonal accents for beautification, including but not limited to annuals, perennials, bulbs, tropical plants, flowering topiaries, colorful foliage, and cultivated and native plants for season-round interest for displays in containers, hanging baskets, window boxes, raised planters, trellises, and in-ground plantings.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Plant combinations are carefully selected for location and environmental conditions. The combinations create visual interest, provide dramatic effects, and appear coordinated. Routine maintenance is evident.			2		
2. In-ground flower displays are designed with mature plant heights, color, and texture in mind. Plants are healthy, robust, and floriferous. Routine maintenance is evident.			2		
3. Containers and/or hanging baskets are in use, scaled to their surroundings, and have suitable plants. Plantings are robust, floriferous, and provide a dramatic effect. Routine maintenance is evident.			1		
4. Floral displays are located throughout the community. Displays are well maintained and attractive. Examples include, but are not limited to, flowerbeds, raised beds, planters, hanging baskets, window boxes, carpet bedding, topiaries, and/or mosaics are located throughout the community.			2		
5. Regular pruning, dead-heading, weeding, removal, and/or replacement of dead plants is conducted on public properties.			2		
6. Demonstration/display gardens are available. Plants are labeled. The garden is promoted to the public. Garden is available for events to residents and businesses.			2		
7. Efficient water-wise strategies are in use. Examples include, but are not limited to, drought-resistant plants, use of gray water, and timing of irrigation. Strategies are easily accessible and communicated. Examples of communication avenues include, but are not limited to, lectures, print, city website, city hall, library, and social media.		N/S			
8. Appropriate fertilization (chemical and/or non-chemical) procedures for municipal, parks, and/or school properties are implemented. The procedures produce effective results. Educational information about fertilization is communicated. Examples of communication avenues include, but are not limited to, lectures, print, city website, city hall, library, and social media.			2		

<p>9. Training programs for proper floral displays care and maintenance are offered to seasonal staff and/or volunteers. Training is conducted by Master Gardeners, County Extension, local garden centers, state agencies, and/or contractors.</p>		N/S			
<p>10. Efforts are in place to educate and raise public awareness of the importance of flowers in the landscape. Educational information about selection and care of flowers for beautification is available and communicated to the public. Examples of communication avenues include, but are not limited to, lectures, print, city website, city hall, library, and social media.</p>			2		
<p>11. Recognition programs are in place monthly, quarterly, and/or annually for attractive displays created by businesses and/or residents.</p>			2		
<p>12. Programs are in place to encourage, recruit, and/or engage volunteers of all ages and segments in the community's floral displays. Routine opportunities present themselves for residents and/or businesses to get involved.</p>		N/S			
<p>Totals:</p>			Possible Points	Actual Points	Percent
<p>2. Floral Impact</p>			96	17	17.70%

Floral Impact Recommendations:

Flowers add beauty, joy, and serenity to our lives. Flowers can have a positive effect on individuals and transform a community. Use hanging baskets and containers of flowers as well as inground plantings to create inviting spaces for social interaction and connection and build a stronger, more resilient community. Flower power!



A priority is to determine how many plantings and /or displays will need to be or can be watered. First consider the efficient use of the town's existing 500-gal tank and staff. Consider how much of the town can be watered with 500 gallons/ trip, how many trips a driver can make/day, etc. Alternatively, for each planting, evaluate the feasibility of different approaches, e.g., installation of irrigation lines, modifying a golf cart to hold a water tank, or contracting for services. A watering plan is critical for beautiful, blooming containers, hanging baskets, and landscaped areas.

When a plan for watering has been determined, plan and budget annual and perennial flowers for each season and in each location (procurement, scheduling, planting, and maintenance).

Use mass planting of bulbs for impact in the spring (daffodils in early spring, alliums in later spring). Organizing volunteers to plant bulbs in the fall requires little time, brings people of all ages together, and provides a time to share experiences and bond. Once planted, bulbs require a minimum amount of watering and care, and return year after year.

Bladensburg has many small shopping areas. Develop a planting plan for each small business area, one at a time, using large containers and/or hanging baskets. Consider how to create continuity within the business area and within the town. Perhaps a resident, cooperative extension, or nursery/ garden center would provide design services. With a drawing in hand, offer planted containers or baskets to the small businesses at cost plus a minimal planting fee. Be prepared with information about how flowers attract customers. To assure care throughout the growing season, request participants sign an agreement regarding the watering and weeding of the containers. To further motivate business owners throughout the growing season, post photos of participating businesses on the town's Facebook page.

Recruit the services of County extension, Master Gardeners, a local nursery/ garden center to provide training for public works staff regarding planting and care of plants. In general, the 2023 in-ground plantings were too sparse. For impact, the plants should be placed closer together.

Adopt-a-spot: For specific planted areas, review a summer management plan (watering, and weeding) and involve residents who agree to implement it in selecting and planting plants. Ask the County extension, Master Gardeners, and/or local nursery/ garden center to provide training for volunteers.

Approach the County Extension, Master Gardeners, local garden club, Library and Eco-farm to provide training and educational programs, workshops, and demonstrations about the importance of flowers in the landscape,

the selection and care of flowers for beautification and to support birds, butterflies, and other pollinators. Consider ways to bring programs into the community, to seasonal staff, volunteers, and residents.

Recruit and engage volunteers of all ages and segments of the community from businesses, residents, schools, and organizations in all phases of designing, planning, and care of floral and landscape displays. Enlist the help of the local library, Master Gardeners, County Extension, local garden center, state agencies, contractors, and Eco-farm.

If a group of volunteers seems particularly enthusiastic, encourage them to create pollinator garden(s) in public spaces and start a pollinator pathway initiative based upon the original work of Sarah Bergmann in Seattle, WA. Use Maryland native plants. For a full complement of resources, go to <https://www.pollinator-pathway.org/start-a-pathway>

In the Community Profile, be specific (#, location, installation date) about existing displays, containers, baskets, planters, window boxes, trellises, etc. and new installations. Add details about (1) town-organized clean-up days and (2) who is providing environmental education e.g., Eco-farm and Anacostia Watershed, etc.



Flowers can change everything about the way people see their community and change the impression of people visiting. In study after study, the findings underline the positive impact of strategic plantings on retail sales, economic development project success, mental and physical health of residents and more. Bladensburg has already homed in on key areas: entry points and Town Hall. To be effective, displays must be large enough to draw attention with banks of color. Plantings that benefit pollinators are encouraged. Beautiful wildflower areas at the George Washington House could be a good guide for additional plantings for wildlife support at other area parks.

Consider working with a floral landscape designer to come up with your signature displays annually. Spring and fall plantings (or décor) can be coordinated across your community so people begin to recognize the signature plantings for Bladensburg. Master gardeners, Cooperative Extension and some garden supply/nursery companies can work with you to find plantings that suit your budget and aesthetic with a good mix of annuals and perennials.

Consider adding a few fruit trees annually to the playground areas for residents to enjoy. Pears, figs, mulberries and pawpaws do well in Zone 7. Consult with Cooperative Extension on which varieties are best suited for your specific places with low maintenance in mind.

Consider implementing a medallion award for residents who consistently surpass expectations with their gardens and florals. It can be renewed annually and displayed at the front gate or mailbox inspiring others to reach for the recognition. These residents could be honored at a community event each year and on social media with a gift card to a local nursery supply store—perhaps one willing to sponsor the program.

<p>LANDSCAPED AREAS: Strategic design, use, installation, and maintenance of the managed landscape. This includes hardscape features, cultivated and native trees, shrubs, ornamental grasses, vines, succulents, edibles, evergreen topiaries, turf, groundcovers, and pollinator-friendly plant material.</p>	<p>Not Applicable (N/A)</p>	<p>Not Started (N/S) 0</p>	<p>In Progress 1-2</p>	<p>In Place 3-5</p>	<p>Surpasses 6-8</p>
<p>1. Action plan developed and implemented for proper maintenance, pruning, removal, and/or replacement of dead and overgrown plants. Best practices are utilized.</p>				5	
<p>2. Plan developed each season for procurement, scheduling, planting, and/or maintenance of flowers and/or landscapes.</p>			2		
<p>3. Landscape ordinances and/or policies are in place. City landscape ordinance requires specifications for landscaping and maintenance for new and improved residential, commercial, and public development. Ordinances and/or policies are easily accessible.</p>				4	
<p>4. Landscaping is found throughout the community including public areas, parks, gateways, and/or key buildings. Landscape displays are selected for location, environmental conditions, and/or impact. Attractive designs are utilized and well maintained. Landscapes serve as focal areas in the community.</p>				3	
<p>5. Landscape displays enhance community entryways. The use of trees, shrubs, annuals, perennials, signage, hardscapes, and/or lighting create a welcome display. The displays are attractive and/or well maintained.</p>				3	
<p>6. Residential landscape provides streetscape appeal and reflects community value in landscaping. They are neat, attractive, and well maintained.</p>				4	
<p>7. Effective use of naturalization, xeriscaping, rain gardens, and/or suitable plant varieties to enhance such features as traffic calming, bank stabilization, and water management. Displays are well maintained.</p>			2		
<p>8. Lawn and turf areas display health and vigor. Procedures and practices, such as Integrated Pest Management (IPM) and/or permaculture, are used to manage lawn and turf areas, including mowing, edging, watering, and/or weeding.</p>					7
<p>9. Procedures in place to monitor and/or manage diseases and/or pests in the landscape. Pertinent information is available and/or communicated to the public. Examples of communication avenues include, but are not limited to, lectures, print, city website, city hall, library, and social media.</p>			2		

<p>10. Qualified landscape personnel and/or experienced contractors are available to design, install, source, and/or maintain public landscape floral and landscape sites. Additional support provided by growers, garden centers, County Extension, and/or city departments are utilized to create and implement municipal floral and landscape displays.</p>			2		
<p>11. Training programs for proper landscape display care and maintenance are available for seasonal staff and/or volunteers. Examples include, but are not limited to, Master Gardeners, County Extension, local garden centers, state agencies, and contractors.</p>			2		
<p>12. Programs are in place to encourage, recruit, and/or engage volunteers of all ages and segments of the community in the landscape displays. Volunteers from businesses, residents, schools, and/or organizations participate in the design, planting, and/or care of floral and landscape displays.</p>		N/S			
<p>Totals:</p>	Possible Points		Actual Points	Percent	
<p>3. Landscaped Areas</p>	96		36	37.50%	

Landscaped Areas Recommendations:

Bladensburg has just begun to introduce landscape plantings into the community. In many ways, garden beds are easier to tend during the growing season than hanging baskets and containers. A substantial layer of mulch keeps weeding and watering to a minimum. Shrubs, perennials, and bulbs provide the framework with annuals adding blooms throughout the summer.

Cultivate a team of volunteers for planning, planting, and maintaining landscaped areas. Perhaps invite them to a special tour of the Ecofarm and workshop on propagating native plants. Identify the leaders and recruit more volunteers to propagate plants for public spaces with the incentive of taking home a plant or two for themselves.

Start planning landscape plantings a few areas at a time. Establish a budget; ask your cooperative extension or a local nursery for complementary design services. If necessary, plant only a few areas at a time, but plant for impact. One advantage of in-ground plantings is that they require less watering than hanging baskets and containers. Plantings of annuals should be dense enough yet allow for growth.

Encourage the use of native plants. Native plants are the indigenous terrestrial and aquatic species that have evolved and occur naturally in a particular region, ecosystem, and habitat. There are many benefits associated with gardening with native plants. For example, native plants require less water, fertilizer, and pesticides; provide habitat and food for local birds, insects, and other animals; are more resistant to local pests and diseases; are often more drought-tolerant than non-native species; promote healthy soil through natural processes; help maintain the genetic diversity of the region; and lower the risk of invasive plants taking over. For native plants of Maryland see <https://extension.umd.edu/resource/recommended-native-plants-maryland/>

Several small native plant garden designs are available here https://lgnc.org/pdfdocs/brandes_book.pdf. A large garden can be created by replicating small gardens several times.

Recruit volunteers living in the vicinity to adopt-a-garden. Potential sites would be the Bat Garden at VVV, the Edmonston swale, the Rain Garden at Town Hall, welcome gardens at entry points, etc. A garden requires regular weeding and a minimum of 1" of water a week. Plants in containers need more water, sometimes every day. The smaller the pot, the higher the water requirements. The addition of fertilizer will support more flowering.

At Town Hall, the Rain Garden needs additional plants appropriate to the task (see list below) and signage + QR code leading to a plant list.

At Edmonston Road, the site is too deep to be a rain garden and needs to be re-conceptualized. A typical rain garden is between four and eight inches deep. For now, Public Works should review plans for Edmundson Channel and discuss if creating a stone drainage swale parallel to the road would fit the plan. By filling the existing swale with 10-12" stone (rip rap) to within a foot of the break, the flow of water will be slowed and erosion prevented. Planting densely at the break in the slope will further control erosion and create an attractive feature. See list (below) of attractive plants suitable for the wet and dry conditions associated with rain gardens.

Rain Garden Plant List

<https://doee.dc.gov/sites/default/files/dc/sites/ddoe/publication/attachments/RaingardenHow2HomeownerUWExtension.pdf>

<https://ulstercountyny.gov/sites/default/files/documents/Rain%20Garden%20Plant%20List.pdf>

Consider a location for a “Pollinator Garden” or “Monarch Waystation.” Read about a pollinator pathway, connecting pollinator gardens and originally created by Sarah Bergmann in Seattle, WA. Research Monarch Waystation here <https://monarchwatch.org/waystations/>

Discuss installing a Keyhole garden, perhaps in the 54th and Tawssig pocket park, with Eco-farm staff. The African keyhole garden was designed by CARE in Zimbabwe during the mid-1990s to encourage people to grow their own food. Traditionally the design relied on materials that were close at hand, such as bricks, stones, branches, hay, ashes, manure, and soil, to create an easy-care garden for disabled people. For a public park you will want to assemble materials aesthetically.

In the Profile, be specific (#, location, installation date) about existing Pet Stations, rain barrels and cisterns, etc. Add the Bat Garden at George Washington House which has an informative sign and QR code. Also, cross reference garden installations mentioned in environmental initiatives, e.g., rain gardens, pollinator garden(s) and pathway(s), Bat garden, Keyhole garden, and Monarch Waystations.

Approach the County Extension, Master Gardeners, local garden club, Library and Eco-farm to provide educational programs, workshops, and demonstrations regarding the planting and mulching of trees how to monitor and/or manage diseases and/or pests, Integrated Pest Management, creating bird-friendly and pollinator-friendly gardens, rain garden, using native plants, etc.

Park areas in Bladensburg are well-kept and inviting with lush lawn areas and neatly trimmed shrubs. Kudos for accomplishing all you do with a very limited staff!

There are a few areas, however, where extra attention would get a lot of mileage. At the memorial area near the Peace Cross and other monuments, consider setting some volunteer workdays to weed and mulch. With the high traffic volume, this could be your best marketing spot if it is well-maintained.

Well-planned landscaping goals will transform your community rapidly!

URBAN FORESTRY: Strategic design, use, installation, and maintenance of trees on public and private lands.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	Section 9, Item G.	
				In Place 3-5	Surpasses 6-8
1. The municipal plan addresses the role urban forest initiatives play in the green infrastructure of the community. Policy is enacted and enforced that includes performance requirements to meet the minimum crown canopy and/or succession planting.				3	
2. Efforts are in place to educate and raise the public awareness of the importance of urban forestry. Examples include, but are not limited to, the use of print, videos, websites, apps, and social media.			2		
3. Municipal ordinance enacted and enforced for tree planting and/or preservation. Ordinance addresses the handling and removal of damaged, dying, or dead trees. Ordinance includes public property, private property, and new construction projects. Communication of ordinances and policies are easily accessible.		N/S			
4. Tree board and/or department is available, active, and/or interact with the community. Examples include, but are not limited to, tree planting events, addressing safety concerns, education, and making recommendations to municipality.		N/S			
5. Certified municipal personnel, trained arborist, urban forester, and/or Department of Natural Resources (DNR) entity actively manages the urban forest. Businesses and residents are updated routinely on urban forestry matters. Information delivered via city website, paper, and social media.			2		
6. Trees are healthy and contribute to public health and wellness. Procedures are in place for the appropriate selection, diversity of tree species, proper spacing, planting depth, and/or monitoring and managing diseases and pests. Pertinent information is available and/or communicated to the public.			2		
7. Policies are implemented for the protection of historic trees located on public and private properties. Tree programs exist that spotlight and honor historic trees. Trees are labeled and/or indexed. Historic trees are highlighted in a brochure and/or tree walk.		N/S			
8. Programs in place to increase, support, promote, and/or protect trees. Examples include, but are not limited to, civic native tree nursery, repurposing fallen trees, managing destructive pests, and urban orchards.			2		

<p>9. Trees are identified in public sites such as arboretums, parks, and/or cemeteries. Examples include, but are not limited to, identification labels, descriptive signage, QR codes, kiosks, maps, apps, and brochures.</p>	<p>N/S</p>				
<p>10. Policies are implemented and education is available for the safe participation by volunteers and staff in planting trees on public properties. Ongoing urban forest tree care training and educational information and/or seminars available for residents and/or businesses.</p>	<p>N/S</p>				
<p>11. Effective communication of recommended trees is available to the public. Topics include "Right Tree in the Right Place," mulching, placement, spacing, and/or maintenance. Examples of communication include, but are not limited to, lectures, print, city website, library, City Hall, and social media.</p>	<p>N/S</p>				
<p>12. The municipality is a member of urban forestry organizations, participates in programs, and/or earns designations and awards. Examples include but are not limited to Tree City USA, Arbor Day Foundation, The Nature Conservancy, and regional or state agencies.</p>		<p>1</p>			
<p>13. Programs are in place to encourage, recruit, and/or engage volunteers of all ages and segments of the community's urban forestry. Volunteers from businesses, residents, schools, and/or organizations participate in the design, planting, and/or care of the urban forest.</p>	<p>N/S</p>				
<p>Totals:</p>	<p>Possible Points</p>	<p>Actual Points</p>	<p>Percent</p>		
<p>4. Urban Forestry</p>	<p>104</p>	<p>12</p>	<p>11.53%</p>		

Urban Forestry Recommendations:

With the support of CKAR grant, 150 trees were planted in Bladensburg. With proper care, these trees will continue to grow and provide ecoservices to the community. Trees can slow down run-off and hold water. Trees help communities to stay cool and minimize heat islands. Properly sited trees can shade buildings and reduce energy use by up to 20%. In the summertime, trees reflect up to 70 to 90% of the sun's energy back into the atmosphere. On a hot day, the cool sheltering shade of a tree is noticeably and appreciated. Trees can reduce air temperatures by up to 10 degrees. Trees can improve air quality as well as capture and hold carbon dioxide, helping to address climate change.

Writing and adopting a tree ordinance is time-consuming, but having one in place leads the way to other actions such as becoming a Tree City. The purpose of any tree ordinance is to establish a framework for the conservation and management of trees on public property, private property, or both. A tree ordinance reflects the values of a community and the worth of its urban forest. The ordinance encourages tree planting and the care of existing trees for beautification, air cooling and purification, noise abatement, property values, wildlife habitat and other benefits. As the following information about Key forestry issues in Maryland indicates, there will be opportunities for Bladensburg to increase its urban tree canopy in coming years.

Key issues in Maryland are growth and care of forests and habitats, managing forest health and fire, providing clean water, creating healthy, livable communities with trees and forests, and responding to climate change. Forest health and suppression efforts addressed spongy moth (formerly called gypsy moth), hemlock woolly adelgdi, and surveying for beech leaf disease, beech bark disease, walnut twig beetle, Phytophthora ramorum, elm zigzag sawfly, Sirex noctillio, southern pine beetle, and saltwater intrusion damage. The State is poised to provide tree equity to underserved communities through its partnership with Historically Black Colleges and Universities in Maryland, a new Maryland Urban and Community Forest Committee grant program, participation in tree equity training, and the new 5 Million Tree Initiative, which specifies that 500,000 trees are to be planted in urban, underserved areas by 2032.

https://apps.fs.usda.gov/nicportal/temp/pdf/sfs/naweb/md_brief.pdf

Residents should be aware that [The Maryland Department of Natural Resources \(DNR\) Forest Service](#) protects trees along Maryland public road right of way through enforcement of the [Roadside Tree Law](#). Passed in 1914, this law and its regulations protect roadside trees by ensuring their proper care and protection adjacent to public utilities. Accordingly

You may cut down or prune a roadside tree without a permit if the tree:

is uprooted or its branches are broken and are in contact with telephone, telegraph, electric power, or other wires carrying electricity, or if the tree (or its branches) is an immediate danger to person or property; or

stands within the right of way of a public road that has not been surfaced with stone, shell, gravel, concrete, brick, asphalt, or other improved surface material. You may do so only if the tree is cut down and removed by, or at the request of, the abutting landowner for the landowner's own use.

Except as provided above, a person shall obtain a permit to perform tree care to a roadside tree.

The person providing tree care under A (1) of this regulation must inform the Maryland Department of Natural Resources Forest Service by calling or writing within one week of the action taken. Inform the Forest Service of the place or general area where the action was taken, and, if necessary, propose a plan to upgrade the work to tree care standards. The Forest Service will approve, modify, or reject your proposed plan two weeks following an examination of the work.

Recommendations

Seek the assistance of your state forester, Donald Van Hassent, to develop a tree ordinance and apply to become a Tree City: donald.vanhassent@maryland.gov

Be alert to grant opportunities related to tree equity training, and the 5 Million Tree Initiative, which specifies that 500,000 trees are to be planted in urban, underserved areas by 2032.

Continue to participate in Urban Tree Canopy Project. Provide details about tree planting activities and workshops (dates, # participants, # of trees planted or given away, etc.)

Provide training for staff and volunteers on tree care from planting and watering new trees to mulching, pruning, and recognizing hazard trees which could cause harm to humans, cars, or buildings. Be advised that, in Maryland, anyone being paid to work on, evaluate, give advice about trees must be licensed through the [Maryland Department of Natural Resources Forest Service](#).

Approach the State Forester, County Extension, Library and Eco-farm to provide educational programs, workshops, and demonstrations on the benefits of urban trees and care of urban trees. Include information about the proper mulching of trees in an educational campaign.

Recruit help to organize a contest to identify heritage trees in Bladensburg, perhaps from the local library or a high school environmental studies class or club. Label the trees with brass QR codes. create a map, and/or a scavenger hunt using smart phone technology.

ENVIRONMENTAL INITIATIVES: Environmental and sustainable leadership, policies, plans, and programs for water, resource conservation; pollution control; trash, recycling, and reuse; climate change issues, green Infrastructure, and alternative energy resources.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Comprehensive plan to identify, protect, restore, and/or maintain natural areas. Examples include, but are not limited to, removal of invasives, no-mow areas planted with native grasses and wildflowers, and succession tree plantings.				5	
2. A municipal environmental plan is accessible and reviewed annually. The plan promotes water conservation, alternative energy use, food security and sustainability, carbon reduction, and/or responsible land management.				5	
3. Environmental board and/or Green Team are available, active, and/or interact with the community. Examples include, but are not limited to, sustainability initiatives, events, education, and making recommendations to the municipality.					6
4. Public awareness strategies regarding environmental issues are implemented and effective, such as the 3 Rs (reduce/recycle/reuse), Earth Day events, pollution prevention, "leave no trace," landfill reduction, and community clean-up days. Municipal employees and/or volunteers receive training on environmental initiatives and participate in events.				4	
5. Communication of environmental plan and ordinances is easily accessible. Topics include sustainability, water quality, recycling, composting, reducing pesticide use, and light pollution. Examples of communication avenues include, but are not limited to, lectures, print, city website, city hall, library, and social media.				5	
6. Programs to educate, encourage, and/or expand the understanding of the role and importance of pollinators and ecological habitats are available for all ages. Programs are held routinely.					7
7. Green infrastructure policies and/or techniques are used throughout the community. Examples include, but are not limited to, naturalization, xeriscaping, rain gardens, suitable plant varieties to enhance such features as traffic calming, bank stabilization, stormwater run-off, and water management.				3	

<p>8. Green infrastructure and natural asset inventory mapping are implemented. The inventory is regularly updated and includes climate, vegetation, soils, topography, wetlands, air, and/or water quality.</p>			2		
<p>9. Home and business energy audits are available and promoted. Incentives are available and communicated for items such as solar energy, water conservation, home appliance replacement, weatherization.</p>				5	
<p>10. Water conservation measures are used throughout the community. Examples include, but are not limited to, water-saving shower heads, full loads for dishwashers and washing machines, sink and toilet leaks, and lawn irrigation. Methods of water conservation are shared with the community through lectures, print, city website, library, City Hall, and/or social media.</p>				4	
<p>11. Management strategies implemented for the effective reuse/repurpose of buildings, structures, and/or land. The municipality has a reuse plan in place.</p>					6
<p>12. Collection is available for trash, recyclables, compostables, and food waste. Events and/or sites are offered for drop-off of hazardous, household, electronics, shredding and/or difficult-to-recycle items. Sites are available for year-round recycling.</p>					7
<p>13. Recycling and trash containers are available in public areas. Containers to address both recyclables and trash present themselves together. Labeling is consistent. Routine trash and recycle pickup are scheduled. Additional containers are available during special events. Events promote zero waste.</p>					7
<p>14. Reuse opportunities are offered. Clothing, books, household goods, resale shops, tool lending, durable medical equipment, and/or equipment repair initiatives are available for donations and/or purchase.</p>					7
<p>15. The municipality uses energy-efficient vehicles in its fleet for police, fire, public transit, and/or city employees. Options may include electric, fuel cell electric, plug in electric hybrid, compressed natural gas, and/or hybrid electric vehicles.</p>			2		
<p>16. Electric vehicle charging stations are located throughout the community. Charging stations are available to city, residential, and/or visitor vehicles. 240-volt home charging outlet installation incentive is available and promoted.</p>					7
<p>17. Mulch from renewable and/or sustainable sources is appropriately used by the municipality. Mulch is available for residential use.</p>		N/S			

<p>18. Educational programs for all ages are available and promote environmental initiatives such as rain barrels, backyard habitats, rain gardens, solitary bee hotels, xeriscaping, chemical reduction, water conservation, and green business practices.</p>				5	
<p>19. Youth organizations such as Scouts, Green Teams, schools, and 4H encourage involvement in environmental initiatives. Participants are recognized for their efforts and/or achievements. Efforts are communicated to the public through social media, newsletters, city website, and other methods.</p>				3	
<p>20. Programs are in place to encourage, recruit, and/or engage volunteers of all ages and segments of the community's environmental initiatives. Volunteers from businesses, residents, schools, and/or organizations participate in events, programs, boards, and promotions.</p>					6
<p>Totals:</p>	<p>Possible Points</p>		<p>Actual Points</p>		<p>Percent</p>
<p>5. Environmental Initiatives</p>	<p>160</p>		<p>96</p>		<p>60.00%</p>

Environmental Initiatives Recommendations:

Bladensburg's efforts in regard to the environment are visible and commendable. On our first trip to the town, we travelled from the hotel to Town Hall in the town's hybrid van, parked in a parking lot paved with pervious blocks, beside several e/v charging stations including one high speed station, and under solar and wind powered lights! What an impressive introduction to the community!

It is important to prepare for the environmental impacts caused by climate change. "In the future, it is expected that climate change will affect Maryland in a variety of ways. More obvious impacts could include an increased risk for extreme events such as drought, storms, flooding, and forest fires; more heat-related stress; the spread of existing or new vector-borne disease; and increased erosion and inundation of low-lying areas along the State's shoreline and coast. Adaptation, together with mitigation, is necessary to address climate change." Read up at:



http://climatechange.maryland.gov/site/assets/files/1454/chap8_adaptation_final_lowres.pdf

Recently how the depth and frequency of rainfall is increasing in Bladensburg was documented for the Residential Flood Barrier Initiative (2023 Prince George's County Department of Public Works & Transportation). A plan for flood barriers has been proposed for two locations in Bladensburg. *Cross reference Landscaped Areas for a swale at Edmonston Road.*

Small lifestyle changes we each can take accumulate significantly to reduce the causes of climate change and prepare for its impact. Simple things like conserving energy at home and work; carpooling, walking, or bicycling to work; and planting a tree or native plant make a real difference in our neighborhoods for both people and wildlife. Here are some recommendations:

Continue to participate in Growing Green with Pride, a county wide environmental initiative with beautification elements. For the Profile, track and provide details (dates of clean-up days & projects & # of participants, dates & # of participants at environmental education events).

Continue to participate in Sustainable Maryland and Partnership with U of Maryland's Environmental Finance Center

Keep stuff out of the waste stream. (1) Recruit leadership to set up an annual or semi-annual Repair Café. Repair Cafés operate by organizing volunteers to make free repairs of all kinds for fellow community members. Clothes, furniture, electrical appliances, bicycles, crockery, appliances, toys, jewelry—everyone has something that is broken and often can be repaired. A Repair Café is a temporary meeting place that "pops up" once or twice a year, where people bring together the tools and expertise and things to be fixed. Check out the website, visit a Repair Cafe in your area (and have a cup of coffee or tea) and start one yourself. It is an idea that grows, makes people happy, and keeps material goods out of the waste stream. The first one was held in Amsterdam in 2009 and now there is a network of over 2,500 Repair Cafes worldwide!

(2) Repair the Little Free Library/ Pantry at the corner of the 52nd Tot Lot and adding more Little Free Libraries/Pantries in different parts of the community.

(3) Consider establishing “a take it or leave it shed” for residents to informally swap useful items and/or (4) consider a town-wide tag sale to encourage residents to sell items that are still useful for a nominal amount rather than sending it to a landfill.

Learn more about the native plants and wildlife of Bladensburg. Consider how to share and add information through the town’s webpage about the plants and wildlife in Bladensburg. Look into the Bioblitz conducted by Anacostia Watershed. A Bioblitz, also known as a biological inventory or biological census, attempts to capture an overall count of the plants, animals, fungi, and other organisms living in a place at a certain time. Species are identified and categorized into groups that have similar characteristics.

Encourage residents to join in citizen scientist efforts through (1) the use iNaturalist to take photos of birds, insects, other wildlife, and plants growing naturally in Bladensburg and post their observations, (2) organizing a community Christmas Bird Counts (Dec/Jan) <https://www.audubon.org/community-science/christmas-bird-count>, and (3) participating in Audubon’s Back yard Bird feeder count (Feb) <https://www.audubon.org/community-science/great-backyard-bird-count>.

Encourage Parks and Recreation, Anacostia Watershed, and other outdoor oriented organizations to organize bird walks or boating events, star-gazing events, etc. and post announcements to community web pages, Facebook, etc. The more people know about nature the more they will protect it.

Consider encouraging residents to install bluebird houses and create a bluebird trail through town. <https://www.sialis.org/startingatrail/>

Increase the educational programs that go to the people and strengthen the presence of youth groups and activities.

To the Profile, add a heading Environmental Resources and describe (1) Eco-farm (demonstration composting, vermicomposting, Young Farmer educational program, community gardens, etc. (2) Anacostia Watershed (volunteer opportunities, tree nursery, aquatic plant propagation, wetland restoration and cleanup, etc.)

Cross reference certain garden installations under landscape design and environmental initiatives, e.g., rain gardens, pollinator garden(s) and pathway(s), Bat garden, and Monarch Waystation

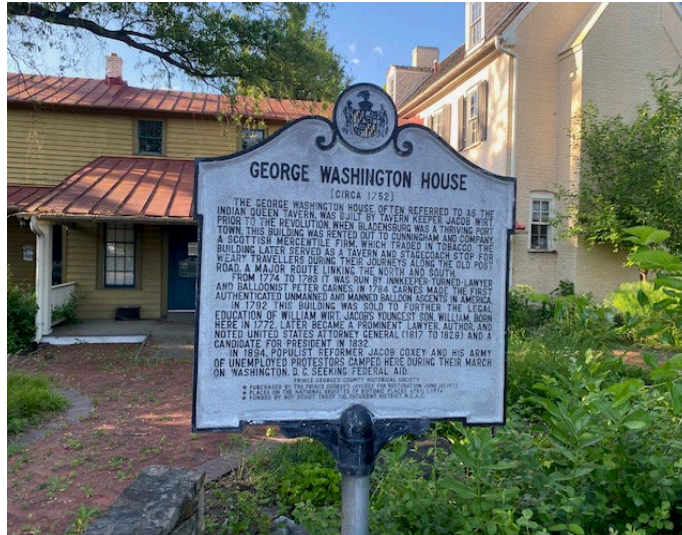
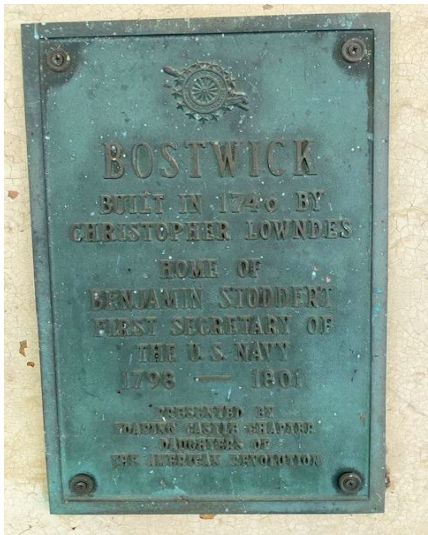
In the Profile, provide examples of what Bladensburg has done to participate and remain in Maryland’s Port Towns Sustainable Community Program and provide details: how many solar panels, when and where; when and where 8 Big Belly trash cans installed; how many e/v stations and when/where they were installed. Provide more background information about the Town’s Green Team initiative.

CELEBRATING HERITAGE: Recognition, designation, protection, commemoration, and celebration of historical, cultural, natural, agricultural, and industrial resources.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Historic Preservation, Historic Society, and/or Architectural Review Board are available, active, and/or interact with the community. Activities/responsibilities include, but are not limited to, review proposals for construction and rehabilitation, promote historic preservation incentives, submit recommendations to National Register, and designate local historic landmarks.					6
2. Historic Preservation ordinances are enacted and enforced. Ordinances effectively provide commercial and/or residential designation, guidance, and/or protection. Ordinances, policies, and restoration resources are available, easily accessible, and communicated.				3	
3. Historic districts, neighborhoods, structures, landmarks and/or objects are identified and/or labeled. Designation by such organizations as the Department of Archives and History and/or National Register are in place and/or in progress.					7
4. Cemeteries and monuments are in place and well maintained. Historical plaques are used and well maintained. Examples of plaque locations include, but are not limited to, buildings, sites, residences, districts, historical events and people, and battle sites.					7
5. Historical museums and/or interpretive displays are available and maintained. Events and educational opportunities are held for all age groups to utilize historic assets.				5	
6. Archives, artifacts, community records, and/or oral histories are collected, safely stored, preserved, and/or catalogued.			2		
7. Volunteers and/or staff are trained to maintain historical sites, archives, records, collections, artifacts, structures, and/or landscapes. Historic educators are trained to effectively communicate a community's history.					6
8. Historic preservation incentives are available and promoted. Incentives may include but are not limited to tax credits, waived permit fees, eased setbacks, and/or rebates.				3	

9. Programs are in place for the purchase, installation, and/or long-term maintenance of memorial features. Examples include, but are not limited to, memorial benches, trees, brick pathways, and lamp posts.			2		
10. Natural and agricultural areas are identified and protected. Designation by such organizations as The Nature Conservancy, the National Park Service, Department of Natural Resources are in place and/or in progress.				5	
11. Parades, festivals, events, and/or programs are held to commemorate the community's heritage, culture, and/or diversity. Participants represent all segments of the community.					7
12. Programs and/or events are available to bring history to life. Examples include, but are not limited to, theater dramas, reenactments, and historic characters at public events.					6
13. Community heritage and/or cultural diversity are supported and promoted to all ages. Educational opportunities such as websites, publications, tours, interpretive signage, mobile apps, and/or programs.					6
14. Youth of all ages and abilities participate in historical programs. Examples include, but are not limited to, lectures, tours, events, reenactments, research, and reader's theater. Participants are recognized for their efforts and/or achievements.				5	
15. Programs are in place to encourage, recruit, and/or engage volunteers of all ages and segments of the community's heritage preservation efforts. Volunteer representatives from businesses, residents, schools, and/or organizations participate in events, programs, boards, and promotions.				5	
Totals:			Possible Points	Actual Points	Percent
6. Celebrating Heritage			120	75	62.50%

Celebrating Heritage Recommendations:

Knowing local history is incredibly valuable because it allows individuals to develop a deeper understanding of the community they live in, its people, current issues, and challenges they face. Knowing local history can foster a sense of belonging and identity. Additionally, local history can provide practical benefits, such as informing decisions about preservation and development efforts.



The history of Bladensburg is long, includes trauma, and surely includes elements of the rarely told story about the fight of African Americans for freedom. The Town was established in 1742, after leading citizens saw the need for a port to cater to the tobacco growers of the Eastern Branch of the Potomac River. At the time, the mouth of the Anacostia was one mile wide and twenty to forty feet deep and Bladensburg one of the best protected ports in the region. As a bustling seaport, the Port O' Bladensburg was second only to Yorktown (Va) in the ocean tonnage handled for the colonies. In 1840, due to sedimentation from surrounding tobacco farms, the port had to close.

Many different kinds of commodities were shipped in and out of this port, including enslaved people, many of whom became forced labor on the area tobacco farms and plantations. Historical accounts and monuments often intentionally omit or downplay the horrors of the transatlantic slave trade and the life of African Americans on tobacco farms and plantations. By acknowledging and confronting this painful history, approaching the subject with empathy, respect, and a

commitment to accuracy, Bladensburg can address the effects of historical trauma with its residents and visitors and provide a model to the nation centered on healing and moving towards a more just and equitable society.

Consider the role of public art in dealing with history, commemorative memorials, and historical trauma.

Intentional plantings along with public art can help to memorialize and honor Bladensburg history by acknowledging the deeply rooted inequities of tobacco farming and slavery. Art can make historic connections with the contemporary community to tell the full story of Bladensburg.

For examples, look at slaverymonuments.org, slaveryandremembrance.org, <https://middlepassageproject.org/>, and a Md based project, from Absence to Presence <https://www.resite-studio.com/from-absence-to-presence>. Consider approaching artists for guidance such as Titus Kaphar, an “artist whose paintings, sculptures, and installations examine the history of representation by transforming its styles and mediums with formal innovations to emphasize the physicality and dimensionality of the canvas and materials themselves. His practice seeks to dislodge history from its status as the “past” in order to unearth its contemporary relevance.” from <https://www.kapharstudio.com> Norman Lee and Shane Albritton at RE:Site Studio explore notions of community, identity, and narrative in the context of public space. Drawing on a site’s cultural landscape, they create work that resonates with local or historical meaning, making unseen connections between themes and ideas. Their practice combines divergent aesthetics with interpretive design and fine art backgrounds. RE:site creates public art, memorials, and commemorative spaces that connect past and present by inviting the public to share in experiential moments, prompting collaborative viewership, curiosity, discovery, and dialogue. Another resource is Monument Lab based in Philadelphia <https://monumentlab.com/>.

[Via Partnership, a public art consulting practice](https://www.viapartnership.com/), works with communities in the Washington metropolitan area including DC, Arlington, Alexandria and Frederick, MD to plan for and commission public art. Many of these projects have been focused on commemorating the histories of enslaved laborers and deep inequities in how our communities have developed. They would be happy to speak with you about how to consider and plan for commemorative projects. An example of their work is Queen City by Nekisha Durrett. <https://www.bbc.com/travel/article/20240619-queen-city-the-lost-black-community-swallowed-up-by-the-pentagon>

Funds for these types of public art projects may be available through the Maryland State Arts Council or through an Our Town grant from the National Endowment for the Arts, among other grant opportunities.

As the 250th Independence Day celebration approaches, prepare to include the story of those who have been marginalized throughout the history of the country and the documented story of the long struggle for freedom and rights for African Americans and how it has led the way for other human rights including women’s right, gay rights, immigrant, and disability rights.

Other recommendations are:

Request the ULI Technical Assistance Panel include amenities and aesthetics, floral designs under Site Integration for the Boswick house.

Feature a colonial kitchen garden at or in the vicinity of one of Bladensburg’s historic homes.

In the Profile, include other multicultural celebrations that have happened in Bladensburg; list and include other war memorials in town; Insert a heading for Aman Trust, background information, and the historic homes in their care.

OVERALL IMPRESSION: Adequate and effective amenities are provided and in good condition. The community is welcoming, attractive, and leaves a positive impression.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Signage ordinances are enacted and enforced. Ordinances address temporary stake signs, billboards, and/or permanent signs. Enforcement helps to reduce visual clutter and/or helps to enhance the community's identity.				5	
2. Ordinances are enacted and enforced to address issues such as overgrown lots, abandoned vehicles, unscreened dumpsters, public nuisances, unregulated garage sales, building facades, and/or empty storefronts windows. Ordinances are routinely reviewed and updated as needed.					6
3. Code enforcement/compliance officer is available. Violations are detected, investigated, and/or resolved. Code enforcement includes but is not limited to Public health, safety, consumer protection, building standards, and land use.					7
4. Communication of ordinances is easily accessible. Examples of communication include, but are not limited to, lectures, print, city website, library, City Hall, and social media.					6
5. First impressions are positive in residential, business, and/or municipal areas. Properties, buildings, structures grounds, decks, patios, and yards are neat and in order. Examples include, but are not limited to, lack of vandalism, graffiti, broken windows, peeling or faded paint, and rust. Programs exist and are effective to minimize graffiti, litter, and nuisance areas.				5	
6. Community infrastructure is in good condition. Examples include, but are not limited to, roadways, road shoulders, curbs, corner pads, medians, sidewalks, railroad crossings, sewers, transformers, and/or utility poles.					6
7. Community amenities are in good condition. Examples include, but are not limited to, signs, site furnishings, public restrooms, water features, lamp posts, benches, bicycle racks, drinking fountains, trash and recycling receptacles, safe parking, proper lighting, crosswalks/pavement markings, containers, planters, and/or cigarette receptacles.				5	
8. Community is accessible to people of all abilities. Examples include, but are not limited to, public buildings, parking, sidewalks, public transportation, playgrounds, parks, sports fields, and trails.					6

9. Wayfinding signage is visible, attractive, and in appropriate locations throughout the community. Signage adequately lists directional information and/or areas of interest.			1		
10. Public art is located throughout the community. Features such as banners, murals, and/or statues are used, attractive, and effective.				3	
11. Year-round seasonal decorations are used in key areas. The decorations are well maintained and attractive. Examples include, but are not limited to, lighting, ornamental displays, wreaths, planters, luminaries, and displays in government buildings, residential homes, and storefronts.				3	
12. Pet waste policies are posted and/or enforced. Pet clean-up stations are available throughout the community. Stations are monitored and stocked.					6
13. Volunteers participate in community improvement initiatives. Examples include but are not limited to Habitat for Humanity, home repair programs, disaster relief, and clean-up days.					6
14. Programs are in place to encourage, recruit, and/or engage volunteers of all ages and segments of the community's overall impression. Volunteers from businesses, residents, schools, and/or organizations participate in events, programs, boards, and promotions.					7
Totals:	Possible Points		Actual Points		Percent
7. Overall Impression	112		72		64.28%

Bladensburg is compact. Within one square mile are many small shopping areas, apartment building complexes, and charming, single-family homes. The streets are quiet and walkable. We enjoyed distributing AIB hang-tags to gardeners as we discovered a variety of gardens, some planted with an enthusiastic joie de viva and others with more order and control. Scattered throughout the community are historical buildings, monuments, and small parks, playgrounds.

Continue efforts with the Beautiful Bladensburg Campaign initiated in February 2024. Document outreach efforts regarding recycling, composting, and reducing waste (Facebook posts, newsletter articles, etc.). Track dates and # of participants at clean-up events. Refer to recommendations to reduce waste under Environmental Initiatives (Repair Café, Little Free Libraries, Take it or Leave it Shed, and/or Community-wide tag sales.)

Litter was identified as a concern and observed along Edmonston Road, a busy thoroughfare through town. Three potential sources of the observed litter were identified and *the reason for these recommendations:*
(1) Drivers passing through the area are a source of litter. Regarding this source of litter along Bladensburg's main thoroughfares, investigate how citizens can report littering in Maryland and post signs at the locations where most littering occurs. Perhaps citizens could use the Bladensburg App to report an offender.



Knowing that someone might report a person a litterer might deter that person from pitching a piece of litter out a car window. For example, the following information was found in an internet search:

If you witness someone littering from a vehicle in Anne Arundel County, MD, you can report the incident by calling 911. If you wish to report

littering that has already occurred, or if you have information about littering which has already occurred call [\(410\) 222-8610](tel:4102228610)

(2) Litter seemed to accumulate at the bus stop. The addition of litter barrels at this stop and other bus stops might help prevent the accumulation of litter.

(3) Two halves of a broken chair were found on opposite sides of the street in the vicinity of the bus stop. The chair might have been placed at the bus stop to provide some comfort while waiting for a bus. Incorporating sturdy seating at the bus stop might provide seating, discourage random vandalism, and address litter, too.

(4) For busy thoroughfares, Bladensburg might also organize clean-up days, 'litter patrols' or adopt-a-block teams. Provide bright vests, gloves, and grabbers. Community grants are available at Keep America Beautiful <https://kab.org/apply-here/>

Litter did not appear to be a problem in the residential areas of town.



Consider the use of shade sails, particularly over the benches at the new library. Shade sails provide comfort while seeming particularly appropriate for a Port Town and the ship design of the library!

In the Profile, inventory community amenities listed under #7, e.g., public bathrooms, benches, bicycle racks, etc.

EVALUATION TOUR PREPARATION AND ACTIONS: Community's readiness prior to and the action during the Evaluation Tour including an Informative Community Profile, preparedness prior to Advisors' arrival, and effective content during the Evaluation Tour.	Not Applicable (N/A)	Unmet (U/M) 0	Met 1
1. Community contact was available for pre-visit meeting for introductions and discussion of preparations.			1
2. Community Profile was provided to Advisors at least two weeks prior to the first official tour date.		U/M	
3. Community Profile includes contacts with emails and positions.			1
4. Community Profile from a returning community includes what is new and implemented from previous Advisors' recommendations (scored as Not Applicable for a new community).	N/A		
5. Community Profile includes a map with tour boundaries and a daily itinerary.			1
6. Evaluation Tour provided a representative cross-section of the community.			1
7. Advisors met with elected/appointed municipal leaders and staff.			1
8. Advisors met with the business and non-profit community.			1
9. Advisors met with volunteers.			1
10. Advisors met with the media.			1
11. Advisors were asked to give a presentation.			1
12. A tour wrap-up session was conducted with a community representative.			1
13. Enough time was allotted for Advisors to work on the Evaluation Report in a quiet place with adequate Wi-Fi.			1
Totals:	Possible Points	Actual Points	Percent
8. Evaluation Tour Preparation and Actions	12	11	91.66%

Evaluation Tour Preparation and Actions Recommendations:

The two-day tour of Bladensburg was gracious, full, and informative. Our two main contacts, Shawn Rinehart, our driver who is responsible for Code Enforcement, and Michele Baily Hedgepeth, Town Administrator, were knowledgeable, enthusiastic, open, and honest about the community and able to answer all our questions. Our physical needs were carefully attended. The hotel was clean and comfortable (thank you for the swag bags we found there which were generous and filled with mementos of Bladensburg and region—hat, cup, water, cookies, and Old Bay spice seasoning!). Meals were thoughtfully provided to represent the traditions and diversity of the community. The work time allocated was valuable and the space in the new library very pleasant. The boat tour along the Anacostia was delightful and informative as was our visit to Bostwick House. The sum of the component parts of the itinerary gave us a very good picture of Bladensburg.

Overall Impression Recommendations:

A few recommendations are: meet the deadline, provide a larger map, arrange for a meeting with representative business leaders, and arrange for a formal wrap-up.

DISCLAIMERS:

1. Communities are responsible for addressing the metrics in the Community Profile, Evaluation Tour Itinerary, and during the Evaluation Tour. Please note that the metric calculations contained herein are final, and each community is encouraged to focus on any changes during the following year's entry in the America in Bloom Level 3 program.
2. All information is given to the best of America in Bloom's knowledge and is believed to be accurate. Your conditions of use and application of recommendations and/or suggested products are beyond our control. There is no warranty expressed or implied regarding the accuracy of any given data or statements. America in Bloom specifically disclaims any responsibility or liability relating to the use of the recommendations and/or suggested products and shall under no circumstances whatsoever, be liable for any special, incidental, or consequential damages which may arise from such use.
3. Reference herein to any specific commercial products, processes, or service by trade named trademark manufacturer or otherwise does not necessarily constitute or imply its endorsement, recommendation or favoring by America in Bloom. The views and opinions of authors expressed herein shall not be used for advertising or product endorsement purposes.

2024 Community Recognitions

Community name/state: Bladensburg, Maryland

Recognized Criterion: Community Vitality

From the excellent marketing strategy, social media use, dozens of events and parks in each community, Bladensburg shines with welcoming hospitality. Diversity is a strength, and it is celebrated here just miles from our nation’s capital. Through community outreach from public safety divisions, Bladensburg’s residents find strength in each other and in their shared goals for the community. In their first year with America In Bloom, Bladensburg is already a force to be acknowledged!

Noteworthy Project or Initiative: Kudos to Bladensburg for recognizing the value of historic buildings in their community and working with non-profits to capitalize on the tourism these places can easily bring. The project to create a living history space at Bostwick House is commendable. Built in 1746 by English-born Christopher Lowndes, the house overlooked the port on the Anacostia River. Lowndes operated ship building and rope manufacturing businesses, but he also profited from the slave trade in Prince George’s County. Bostwick House is a lasting reminder of the impact still resonating from centuries of enslaved people. It is commendable that Bladensburg is working to keep this home and the stories connected to it in the spotlight!

America in Bloom
PO Box 44005 • Columbus, OH 43204 • 614-453-0744
www.AmericaInBloom.org • aib@AmericaInBloom.org



Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: Bostwick House Update October 2024	
A presentation on recent action items that have taken place at the Bostwick House	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Bostwick Update PowerPoint
Recommended Action:	
INFORMATION ONLY. The Council may provide direction if needed.	
<p>Item Summary: This item was developed to provide the Council and the Public with an overall update on the work done at Bostwick House in September and Early October. In the last month, several key items have begun, and the attached PowerPoint gives a quick briefing on what has been done and what to expect over the next several weeks.</p> <p>The Town Administrator will be able to answer questions from the Council.</p>	
Budgeted Item: Yes [] No [] NA Budgeted Amount: One-Time Cost: NA Ongoing Cost: NA	Continued Date:
Council Priority: Yes [] No []	Approved Date:

Bostwick House Update

Town of Bladensburg
Council Update

October 14, 2024



Bostwick House | October 2024

- Window Repairs | WMG : The company has removed the window and temporarily boarded up the house. See photo updates.




Bostwick House | October 2024

- Encore Sustainable Architects | Met with consultant on October 2, 2025. Below are some updated draft usage recommendations.
- Due to limitations of not having ADA access to the second floor and third floor, the occupancy and uses are limited to 29 on the second floor and research space on the third floor.
- The Main room on the first floor has an occupancy limit of 60, and the other two main rooms will accommodate 40, for an overall first-floor load of 100 occupants for meetings and events.

Bostwick House | October 2024 – Draft Plans – Encore | Wedding Venue

BOSTWICK HOUSE COMMUNITY EVENTS CENTER CONCEPTS
Encore Sustainable Architects

September, 2024



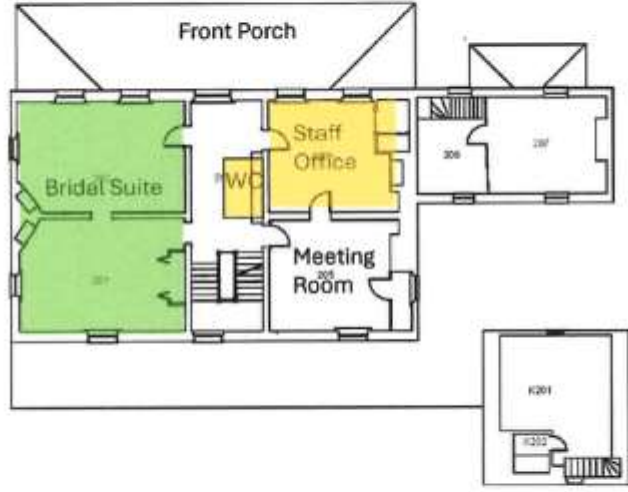
The 1st floor plan shows a large green 'Wedding' room on the left, a 'Dining/Dancing/Bar' area below it, a 'Groom Room' and 'Exhibit' room in the center, a 'Storage' area, 'Toilets', and a 'Prep Kitchen' on the right. A north arrow is located in the bottom left corner.

Bostwick House & Kitchen – 1st Floor Wedding Concept

1801 Eutaw Place, Baltimore Maryland | 202.669.0721 | www.encoresustainablearchitects.com

BOSTWICK HOUSE COMMUNITY EVENTS CENTER CONCEPTS
Encore Sustainable Architects

September, 2024



The 2nd floor plan features a 'Front Porch' at the top, a 'Bridal Suite' on the left, a 'Staff Office' and 'Meeting Room' in the center, and a 'WC' (restroom) between them. A separate room labeled 'K201' is shown at the bottom right.

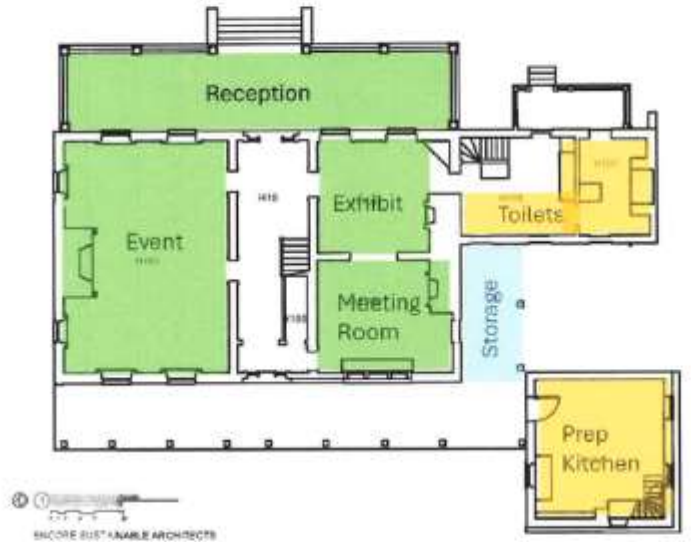
Bostwick House & Kitchen – 2nd Floor Wedding Concept

1801 Eutaw Place, Baltimore Maryland | 202.669.0721 | www.encoresustainablearchitects.com

Bostwick House | October 2024 – Draft Plans – Encore | Event Venue

BOSTWICK HOUSE COMMUNITY EVENTS CENTER CONCEPTS
Encore Sustainable Architects

September, 2024.




The floor plan shows a large green 'Event' room on the left, a 'Reception' area at the top, and two smaller green 'Meeting Room's on the right. A yellow 'Prep Kitchen' is attached to the bottom right, and a yellow 'Toilets' area is in the center. A blue 'Storage' area is located between the meeting rooms. A scale bar and the logo for 'ENCORE SUSTAINABLE ARCHITECTS' are in the bottom left.

Bostwick House & Kitchen – 1st Floor Event Concept

1801 Eutaw Place, Baltimore Maryland | 202.669.0721 | www.encoresustainablearchitects.com

BOSTWICK HOUSE COMMUNITY EVENTS CENTER CONCEPTS
Encore Sustainable Architects

September, 2024.

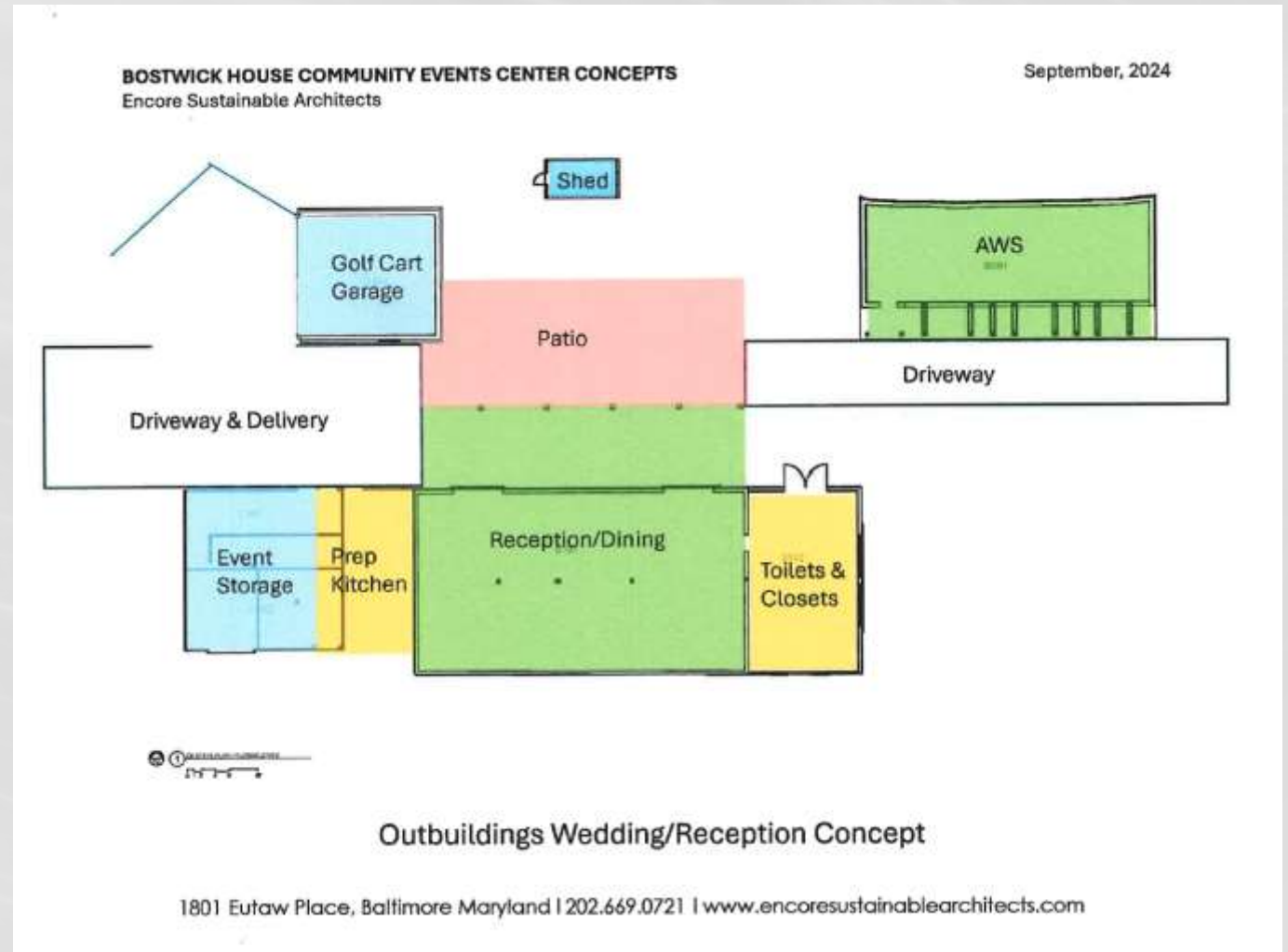


The floor plan features a 'Front Porch' at the top, three green 'Meeting Room's, a yellow 'Staff Office', and a yellow 'WC'. A separate room with a door labeled '1001' is shown to the right. A scale bar and the logo for 'ENCORE SUSTAINABLE ARCHITECTS' are in the bottom left.

Bostwick House & Kitchen – 2nd Floor Meeting Concept

1801 Eutaw Place, Baltimore Maryland | 202.669.0721 | www.encoresustainablearchitects.com

Bostwick House | October 2024 – Draft Plans – Encore | Outbuildings



Bostwick Activity Flowchart - Update

Stabilization

- Windows - Underway
- Masonry - Nov - March 2025
- Exterior Finishing - Spring 2025
- Roofing and other Items

Site Activation

- Archeology
- Facilities
 - Composting Toilet - Underway
 - Storage - Site Proposals
 - Programming of Community Events - Spring 2025
- Activities

Adaptive Reuse

- Electrical and HVAC Updates
Rehabilitation for events and community
- Historical Research and Education of inhabitants that reflect the current community.

Town's Next Steps

- Complete Current Stabilization Work
- Receive the Final ULI TAP Report in early Summer 2024 (likely November 2024)
- Review and share TAP Recommendations will inform work of the architect hired under the Town and Aman Trust's RFP for the Event Center
- Develop Implementation Items based on TAP Recommendations
- Seek additional funding for site improvements
- Submit invoices for grant reimbursements





Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: GOG Update	
Staff update on Washington Metropolitan Council of Governments (COG) Meetings	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached:
Recommended Action:	
INFORMATION ONLY	
<p>Item Summary: The town is a Washington Metropolitan Council of Governments (COG) member. Bladensburg represents its citizens in the region and sits on several key committees and groups. Each month, staff attends, and Council members attend meetings and participate in programs. Below are some updates on the COG Committees that have been attended recently.</p> <p>COG Chief Administrative Officer (CAO) Committee— Over the last two months, Regine Watson has attended this meeting on my behalf; please see her updates below:</p> <p>On September 2, 2024, Regine Watson attended the monthly meeting where CAO committee members discussed key issues regarding homelessness, housing initiatives and public safety. The committee reviewed the Pro-housing grant aimed at improving zoning reforms and increasing affordable housing.</p> <p>At our most recent meeting, October 2, 2024, CAO committee members focused on essential budgetary needs and strategic planning for regional public safety programs, which revealed varied budget adjustments for FY 2026. There was also a discussion on maintenance program from UASI grant funding to local budgets. In the round table discussions, participants raised diverse topics to be discussed in the future including school capacity challenges, AI applications, fire department issues, election security and affordable housing.</p> <p>Town staff and Council members are active in the various COG committees, and this will appear as report so that the Council is aware. Upcoming meetings include; DMV moves meeting on Wednesday, October 23, 2024 and Ms. Watson will attend on the Town’s behalf. There is also a Region Forward Meeting scheduled in Friday, October 25, 2024 and Vito Tinelli will be attending on the Town’s behalf.</p>	
Budgeted Item: Yes [] No [] NA	Continued Date:
Budgeted Amount:	
One-Time Cost: NA	
Ongoing Cost: NA	
Council Priority: Yes [] No []	Approved Date:



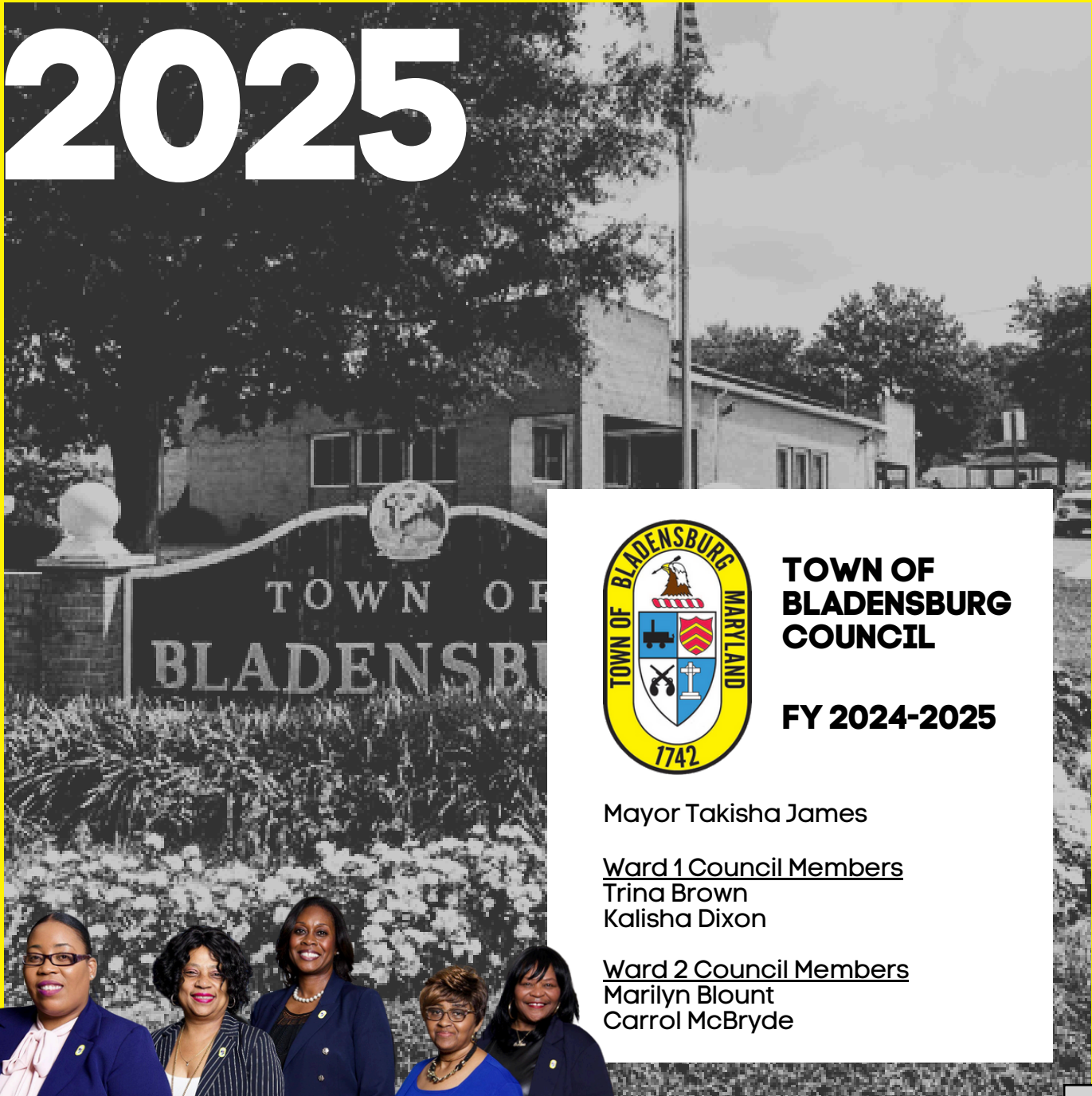
Agenda Item Summary Report

Meeting Date: October 14, 2024	Submitted by: Michelle Bailey Hedgepeth, Town Administrator
Item Title: Legislative Priorities 2025	
Legislative Priorities 2025	
Work Session Item [X] Council Meeting Item [X]	Documentation Attached: Legislative Priorities 2025
Recommended Action:	
Information Only – Council Direction if any updates and changes are needed	
<p>Summary: This year, the Town has developed a new format to present our Legislative Priorities for 2025. This document includes the information approved by the Town Council, along with the addition of the Town's stance on MAGLEV, which has been a long-term issue. The Town is working with Tony Perez and Johnatan Bronw on legislative items.</p> <p>The Town held a legislative Open House on Friday, October 11, 2024.</p> <p>The Town Administrator will be able to answer any questions at this meeting.</p>	
Budgeted Item: Yes [] No [X] Budgeted Amount: \$ NA One-Time Cost: NA Ongoing Cost:	Continued Date:
Council Priority: Yes [] No []	Approved Date:

TOWN OF BLADENSBURG

**LEGISLATIVE
PRIORITIES**

2025



**TOWN OF
BLADENSBURG
COUNCIL**

FY 2024-2025

Mayor Takisha James

Ward 1 Council Members

Trina Brown
Kalisha Dixon

Ward 2 Council Members

Marilyn Blount
Carrol McBryde



LETTER FROM THE MAYOR AND COUNCIL

October 2024
Town of Bladensburg

Dear Legislative Team:
Re: Legislative Priorities for 2025 | Bladensburg

As we prepare for the upcoming legislative session, we would like to take this opportunity to introduce the Town of Bladensburg's key legislative priorities for 2025. Over the last several years, we have focused on critical issues impacting our community. We are proud that the Town has made significant progress in many areas. However, there is still much work to be done, and we eagerly look forward to your invaluable support as we continue to make improvements that will benefit not only Bladensburg but the entire Port Towns region. The following are the key areas where we seek your advocacy and partnership:

Land Use for Bladensburg

We are committed to ensuring thoughtful and sustainable land use policies that enhance both residential and commercial development in Bladensburg. This includes preserving green spaces, improving zoning regulations, and fostering development that aligns with the community's needs and values.

Bostwick House Funding

Securing additional funding to preserve the historic Bostwick House is a top priority. As a landmark of national significance, its preservation will contribute to Bladensburg's rich cultural heritage and serve as a focal point for education and tourism. We are obligated to and ready to expand the current bond funding. We have an estimated Capital need of over \$1.5 million to address basic issues.

New Town Hall

Our plans for a new Town Hall are central to improving municipal services and community engagement. We seek support to make this vision a reality, providing a modern, accessible space for town operations and public meetings. The Town has contracted with Neighborhood Design Center to begin the concept process. However, we know that with escalating construction costs, more capital funding is needed.

MAGLEV

The Town remains concerned about the impact of the proposed MAGLEV project. We advocate for a balanced approach that considers the environmental and community impacts, and we urge continued dialogue to protect our residents' interests.

Call-a-Bus and Wayfinding

Expanding and improving local transit options, such as the Call-a-Bus program and enhancing wayfinding signage, are crucial for better mobility, particularly for seniors and those with disabilities. These improvements will strengthen connectivity within Bladensburg and the surrounding areas.

Multi-Generation Community Center

We are supportive of the development of a multi-generational community center that will provide critical services, programs, and recreational opportunities for residents of all ages. This center will become a cornerstone of community engagement, wellness, and enrichment.



LETTER FROM THE MAYOR AND COUNCIL

(CONTINUED)

Peace Cross Intersection

Traffic and safety concerns around the Peace Cross Intersection remain a pressing issue. We seek support for comprehensive infrastructure improvements to enhance pedestrian safety and ease traffic congestion in this historically significant area.

Homeowner and Rental Assistance

Expanding programs that assist homeowners and renters will help stabilize our community, especially in the wake of the economic challenges many face. We are advocating for increased funding and program flexibility to support needy residents better. The town has also been supportive of measures that help homeowners' associations with issues regarding their reserves and provide aid to groups that have severely underfunded their capital needs.

Small Business Growth and Assistance (Facade Improvement)

Encouraging the growth of small businesses is a key priority for the Town. We are seeking assistance to expand facade improvement programs and other forms of support to help local businesses thrive, creating a vibrant and economically strong community.

Port Towns CDC

The Port Towns Community Development Corporation (CDC) has been a vital partner in fostering regional economic and social development. We are looking to reinstate this organization to enhance economic development in the Port Towns.

11. Public Safety Matters

Chief Collington is active locally and serves as the president of the Prince George's Police Chief Association. He is leading our efforts in Public Safety matters for the Town.

- **Pedestrian Safety:** We are committed to making our streets safer for pedestrians and cyclists through infrastructure enhancements and safety education initiatives.
- **Juvenile Crime:** Addressing juvenile crime through preventive measures, community programs, and partnerships with law enforcement is essential for ensuring the safety and well-being of our youth.
- **Organized Retail Theft:** Over the last few years, we have seen a spike in incidents, and the town has been on the front lines in this matter.
- **Speed Camera Monitoring:** The Town supports a measure allowing civilians to issue citations and other bills that will enhance public safety revenues.

We are grateful for your ongoing support of Bladensburg and the Port Towns. We believe that through collaboration and strategic investment, we can continue to build a stronger, more vibrant community for all our residents. The Town looks forward to discussing these priorities with you further and working together to achieve meaningful progress.

Sincerely,
Mayor Takisha James and the Town Council
Town of Bladensburg



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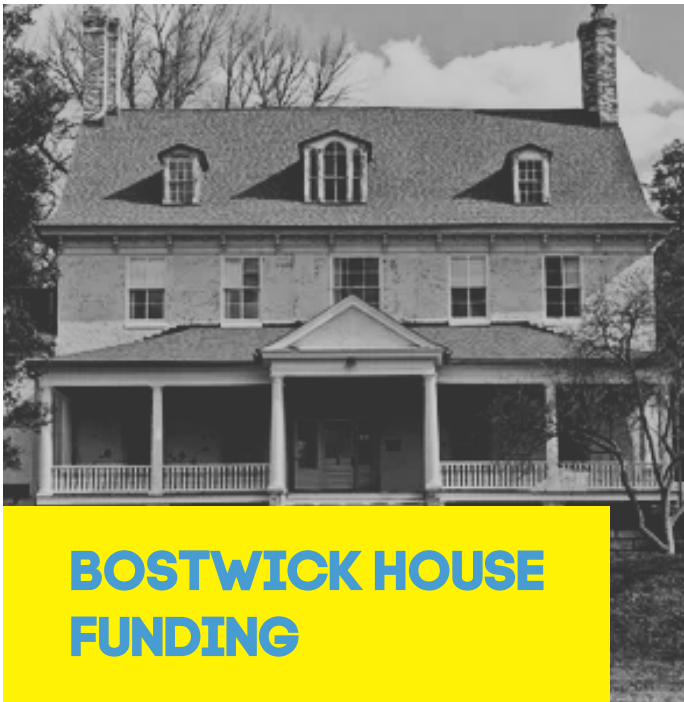
LAND USE FOR BLADENSBURG

We believe that municipalities must be able to provide input into the zoning issues impacting our communities. The municipalities have very little participation in the current planning and zoning decisions that affect our towns.

This is a continued request to assist in coordinating discussions with county and state representatives to discuss drafting legislation to give the Port Towns and other municipalities in Prince George's County more say in planning and zoning decisions. In 2024, we passed a resolution to support legislation allowing municipalities to have more input in Land Use. This year we will have been working closely with other like-minded municipalities on this matter to develop a collation of support,

Over the past year, we have actively collaborated with M-NCPPC on the Port Towns Sector Plan, a crucial component of our overall development. We value our partnership with M-NCPPC and are committed to working together on projects. However, the zoning issue remains a key concern for us and the municipalities, and we seek your understanding and support in this matter.

STATE LEGISLATION & FUNDING



The Bostwick House is a historic house located in the Town of Bladensburg. Over the years, the town has been fortunate to receive grant funding to help stabilize the structural integrity of the building. The interior of the house needs restoration to allow the Town to utilize the home for tours, attract visitors, and to have the ability to host events and meetings. To fully restore this historic treasure, the Town will need to seek other sources of capital investment to cover the total costs associated with restoring a historic structure. We are also looking at options on the site to make it more usable for all Town residents.

Current Bond Bill Fund Actions: Bond Bill funding is being implemented for some stabilization projects. These projects will address the house's structural integrity so that we can get funding to complete all repairs and get the home to a functional state. Our team is working with Aman Trust to put together bid packages for the \$500,000 that has been allocated.

FY24 ACTIONS

- Collaboration with Aman Memorial Trust and hiring an architect and historic property planner
- ULI Technical Assistance Panel - **April 2024**
- Approvals from MHT and MNCPPC on stabilization projects - **March 2024**
- RFP and bidding for stabilization projects - **Spring 2024**
- MNCPPC grant funding for FY 2024 for the stabilization project - \$50,000

FY25 CURRENT & PLANNED ACTIONS

- Awarded on window replacements - work began in **Sept. 2024**
- Awarded architectural/engineer consultants - work began in Aug. 2024
- Awarded for masonry and facade work - beginning **Oct. 2024**
- Nov. 2024** - Award for preservation work to cover window
- Nov. 2024** - ULI final report

NEW TOWN HALL & MUNICIPAL FACILITIES



The Town of Bladensburg does not meet the community's needs and staffing of our essential functions. A new Town Hall facility is needed to encompass more space for resident use, featuring a visitor's center, emergency response and preparedness, job training center, the Town's police department, administrative staff, council, and possibly the Fire Department.

The Town has limited community space for resident functions, meetings, job training, computer lab, etc. In addition, we have very little room for growth as it relates to our administrative staff. Our facilities are dated and would benefit from more energy-efficient and sustainable construction.

We currently do not have sufficient space to house our growing public safety and public works functions. The Town's facilities are outdated and do not match the modern needs of the community.

Current Bond Bill Funding Actions: Over the last year, the Town engaged in some predevelopment work and has engaged with the Neighborhood Design Center in September of 2024 so that we can get this project off the ground. We will utilize current Bond Bill funds in 2025. We have obligated \$80,000 in spending at our council meeting in September.

We will be working with our newly appointed Economic Development Consultant on integrating the site for the overall redevelopment of the Town. We estimate that a new facility will cost in the range of \$15 million, given our needs for public safety staffing.

FY24 ACTIONS

- Site Evaluation:** Evaluated the current site and properties for sale in the area. Developed a list of comprehensive space needs for the Town. - **Spring 2024**
- Bostwick House Technical Assistance Panel (TAP) :** Evaluated the site and use of current site for land trade for Town Hall. - **April 2024**
- FY 2024 Earmark Funding:** Sought and obtain \$1M earmark for a Public Safety EOC as part of Town Hall site. -**Summer 2024**

FY25 CURRENT & PLANNED ACTIONS

- Architectural and Site Assessment:** The Town has engaged with the Neighborhood Design Center to develop a Town Hall concept based on the information gathered. Council Action - **Sept. 2024**
- Purchasing Interim Parcels and Locations to Move Town Services:** The current Town facilities are not adequate for staff needs. we have been looking at commercial parcel for purchase or lease for office space. - **In Progress**



CALL-A-BUS

* We are committed to expanding and actively partnering in funding opportunities to improve the Call-A-Bus service, enhancing the mobility of our seniors and disabled residents. The Town has been a vocal advocate for improving the Call-A-Bus service over the last several years. We currently collaborate with Colmar Manor to provide these essential services to our residents, demonstrating our shared commitment to our community's well-being.

The Call-A-Bus service is not just a mode of transportation; it is a lifeline for some of our most vulnerable residents. As transportation costs continue to rise, this service becomes increasingly important. For many of our residents, the Call-A-Bus service is their only means of getting to doctors' appointments and accessing other critical services, significantly improving their quality of life.



WAYFINDING SIGNAGE

* The Town needs the County's assistance in securing funding for a Wayfinding signage program in collaboration with M-NCPPC. The installation of this program will not only guide visitors to transit stops, recreational assets, and historic attractions but also significantly enhance the marketing and promotion of the Port Towns as a vibrant place to visit, live, and do business.



MAGLEV

* The Town remains concerned about the impact of the proposed MAGLEV project. We advocate for a balanced approach that considers the environmental and community impacts, and we urge continued dialogue to protect our residents' interests.



**BLADENSBURG
COMMUNITY CENTER**

M-NCPPC has begun evaluating the current site and building a new center, and the Town has participated in this process. However, the current designs show a slightly larger building, but the community's needs are great and we believe that more space is needed. We are being told that there are site constraints, but we would like more opportunities for additional public input.

The Bladensburg Community Center is an essential recreational asset for local communities. The Center offers multiple fitness and sports programs, summer camps, after-school activities, and classes designed to improve the quality of life for residents of all ages. The Center also serves as a community gathering location for social interaction and educational opportunities.

Due to the current limited space, the Bladensburg Community Center cannot currently expand its programming and meet the area's growing needs. Expanding or building a new facility will improve the overall quality of life and provide essential programs and services needed in Port Towns. However, we do not want to continue to have an undersized facility.

**PEACE CROSS
TRAFFIC
MANAGEMENT**

The Town has worked with State Highway Administration (SHA) and other State and Federal officials to improve pedestrian and bicycle infrastructure at the Peace Cross Intersection. This intersection is where three major roads converge, and both pedestrian and vehicle traffic are subject to potentially life-threatening situations daily.

This area is adjacent to the Bladensburg Waterfront Park, a major recreational asset of the Port Towns. A study is needed at this intersection to help identify alternatives to move pedestrians, bicyclists, and vehicles safely.

Over the last several years, the Port Towns have advocated for a solution. SHA has been a good partner, but we know that funding is key to accomplishing this project and no clear funding source has been identified.



HOMEOWNER & RENTAL ASSISTANCE

CONDOMINIUM AND HOMEOWNERS ASSOCIATION – REPAIR AND REHABILITATION FUNDING

The Town supports legislation introduced during the last session by Delegate Marvin Holmes to support funding from the county or state to provide resources for this fund. The previous bill called for authorizing a county or a municipality to establish a certain fund to support infrastructure repair in a community subject to a condominium association or a homeowner’s association and requiring that certain property tax revenues be assigned to a fund created under the Act. In Bladensburg, we have this issue and need legislation to address the needs of our residents.

HOMEOWNER ASSISTANCE

With the final expenditures of APRA funding, the town needs some assistance with identifying rehab programs for homeowners. Identifying possible incentives for first-time homeowners will increase home ownership and result in more families locating in the Port Towns. Equally important is matching affordable housing programs and services to help existing homeowners stay in their homes longer and age in place.

TENANT RIGHTS - FAILURE TO REPAIR SERIOUS AND DANGEROUS DEFECTS - TENANT REMEDIES (TENANT SAFETY ACT)

With several multi-family and rental units in the Town of Bladensburg, we support legislation that establishes tenant remedies. The bill last session that Senator Washington authored established that a landlord that offers a dwelling for rent is deemed to warrant the dwelling fit for human habitation, authorizing a single tenant or tenants' organization to seek remedies on behalf of a group of tenants for a landlord's failure to repair serious and dangerous defects on the leased premises; authorizing a tenant, a group of tenants, or a tenants' organization to bring a civil action for money damages if a landlord fails to repair certain defects within 90 days of the court finding the conditions complained of exist; etc.



ECONOMIC DEVELOPMENT



The Town is seeking additional resources to facilitate façade improvements to our aging strip malls and general support to our business owners. Over the years, we have identified and asked for resources to provide aesthetic enhancements and strategic investments for small businesses that will attract investment and increase retail options for the Port Towns, ensuring economic sustainability for future generations. Over the last year, we have sought DCHD funding for this program, and we are awaiting the results.

PORT TOWNS REDEVELOPMENT

We need assistance identifying incentives to attract capital investment to encourage redevelopment of the Port Towns. Over the last several months, we have collaborated with the other Port Towns to revive the Port Towns CDC. Identifying and advocating for incentives to attract developers and capital investment is critical for the continued growth of the Port Towns. Our communities' economic sustainability depends upon redevelopment opportunities and new mixed-used residential projects to attract new residents, create jobs, and provide an exceptional quality of life.

The Town would like to build upon the efforts being made with Senate Bill 696 – Gateway Art Development Authority and would like to look at the acquisition of key parcels that will support the Art and development of workforce housing that would allow “artist” and other members of the creative class to move to the Port Towns. (This may also include some county legislation/funding opportunities.)



SMALL BUSINESS GROWTH



The Town needs assistance with identifying state resources to help facilitate small business growth in this challenging environment. Strengthening the small business sector is an integral part of Port Town’s economy and will help to increase the diversity of businesses in our communities. Assisting with identifying resources to provide events, classes, and workshops will encourage new business growth in the Port Towns.

STRATEGIC REDEVELOPMENT ACQUISITION FUNDING/ GATEWAY ART DISTRICT



The Town seeks funding to purchase parcels to support the strategic redevelopment of areas supporting the Gateway Art District. The town borders the Publik Playhouse, and we are looking for opportunities to find locations for investment in properties and centers that can be used to support the creative community and create workforce/affordable housing units

QUALITY OF LIFE



Assist with identifying funding to facilitate a branding/marketing campaign to help define the Port Towns' identities and to promote the benefits of living, working, and visiting the area.

Better defining the identity of the Port Towns will lead to increased awareness of the benefits of living, working, and visiting the area. A strong identity will also strengthen the ability of our partners to attract resources, resulting in better and improved services and programs for our residents.

PUBLIC SAFETY



CHIEF TYRONE COLLINGTON
Phone
(240) 462-3501
Email
tcollington@bladensburgmd.gov

Chief Tyrone Collington serves as the head of the Bladensburg Police Department and manages a contingent of sworn and civilian personnel. He currently serves as President of the Police Chiefs of Prince George’s County Association. In addition, he is a member of NOBLE, MD Chiefs and Sheriffs Association. He provides our agency with valuable expertise and solutions on how we can protect our citizens. Here are some key issues on public safety that are the focus of the Town.

PEDESTRIAN SAFETY



Over the last year, we have had three tragic incidents within the town border and one adjacent to the Town where pedestrians have been stuck and resulted in fatalities. The Town recently adopted the Vision Zero pledge, and we need legislative support to hold people accountable and the infrastructure to keep Bladensburg and Port Towns residents safe.

ORGANIZED RETAIL THEFT ASSISTANCE

We have started to work with the County on this emerging issue, but this requires a multi-phased approach to enforcement and interventions. Major retailers are leaving urban areas due to high rates of retail shrinkage. On the ground, we have partnered with our shopping centers by adding mobile cameras to parking lots and obtaining “No Trespassing” agreements that allow for better enforcement outcomes.

We are asking state legislators for more substantial penalties for repeat offenders and mandatory rehabilitative measures to deter the behavior in the future.





JUVENILE CRIME – CHILD INTERROGATION ACT

This issue was not resolved in the last session, and we would like to see some action. In Maryland, violent crimes have spiked and are associated with juvenile involvement, including armed car jackings, assaults, homicides, car thefts, and more. The Child Interrogation Act impedes law enforcement officers from removing violent juveniles from communities such as Prince George’s County, MD. Law Enforcement Officers would like to see violent criminals held accountable. We recognize that 98% of juveniles are law-abiding citizens working hard in schools to become productive citizens. They are our future leaders, but those committing murder, car jackings, shootings, robberies, assaults, and other heinous crimes should be held accountable.

This bill was passed in the General Assembly in 2022, which prohibits law enforcement officers from interrogating juveniles without allowing them to consult with an attorney and requires that parents be notified before questioning anyone under the age of 17. This bill restricts officers from interrogating suspects who typically cooperate with police officers during interrogations. The act mandates that they freely consent to speak with officers or interrogators who ensure their rights are read to them, and the juveniles acknowledge that they understood their Miranda Rights.

These interviews/interrogations are recorded and screened intensely by prosecutors, judges, and defense attorneys before they are admitted into court as evidence in criminal cases. These interactions also provide law enforcement with crucial information that could lead to the identification, arrest, and prosecution of suspects involved in committing dangerous, violent crimes within communities, victims and evidence, such as firearms and other dangerous and deadly weapons, stolen property, and illegal CDS Activities; and facts that could assist in the investigation of additional alleged criminal activity which ultimately could bring criminals to justice and provide closure to families.

BUDGET REQUESTS

GOVERNOR'S CAPITAL BUDGET REQUESTS

Title	Scope	Overall Amount
Town of Bladensburg Municipal Center	This funding is to design and construct a municipal center to replace our aging complex, which the Town has outgrown. We are requesting significant seed funding to meet our Town's needs. We estimate the overall funding needed for this project will exceed \$15M.	\$6,000,000.00
Training Center	The Town has initial funding from the federal delegation for this project. More funding is needed to acquire a site for the facility.	\$2,000,000.00
Total 2025 Capital Request		\$8,000,000.00

BOND BILL FUNDING

Title	Scope	Overall Amount
Town of Bladensburg Municipal Center	This funding is to design and construct a municipal center to replace our aging complex, which the Town has outgrown. We are requesting significant seed funding to meet our Town's needs. We currently use the \$800,000 in Bond funding to do preliminary design work and assess the feasibility of the site. We estimate the overall funding needed for this project will exceed \$15M.	\$2,500,000.00
Bostwick House Stabilization	The Town has made significant progress on some basic stabilization of the Bostwick House. These projects are just a portion of an estimated \$2 million in items that have been identified.	\$1,000,000.00
Total 2025 Bond Bill Request		\$3,500,000.00

CONTACT US



Staff Contact - Town Administrator

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Department of Public Works

Report for September, 2024



Submitted by

Purnell Hall

Public Works activities for September, 2024:

During the month of July and September, Public Works worked on the following activities:

1. Public Works assisted Council member Blunt, with transporting Items to Bladensburg Water Front Park for their Seniors gathering.
2. Working with several roofing contractor in refence roof repairs at the Town Hall and Police Annex.
3. Public Works repainted blue reserved Handicap parking curbs in the 5300 block of Upshur Street.
4. Mr. Hall attended the America in Bloom Symposium & Award Celebration in Columbus and Logan, Ohio. It was very helpful information to implement in the Town for stronger beautification.
5. Assisted officer Tanksley with transporting furniture to the CAT office.
6. Assisted with researching all Pepco lights in Town to ensure the Town is getting billed properly . Pepco has awarded the Town a reimbursement of \$25,973.73.
7. I personally want to thank the guys from Public Works for going a little outside of the Towns area to make sure litter is picked up.
8. Public Works installed new lock on the basement door at the Boswick House.
9. All Public Work trucks that enter Brown station facility has successfully passed the inspection.
10. The 57th Avenue light project is about to brake ground to install 10 pedestrian light poles. Just waiting on the dig ticket to clear.
11. Bridge repairs still awaiting on a few forms to get approved to start the work.
12. Due to all the rain. Public Works made sure all catch basin/ drains were clear of any debris, so water can flow properly.
13. Assisted Mr. Jeffries with hanging up Hispanic Heritage month banner on the exterior of the Town Hall.
14. Public Works picked up rain barrels from Edmonston Town Hall and deliver them to Bladensburg Town Hall for the event.



- Public Works assisted with putting together two new podiums at the Town Hall.



Measured in tons

Brush	
Building material	2.96
Condominium bulk pick up	3.57

Ground Maintenance:

The Public Works crew is committed to keeping the Town clean and beautiful and as a result we have picked up litter in the following areas of the Town.

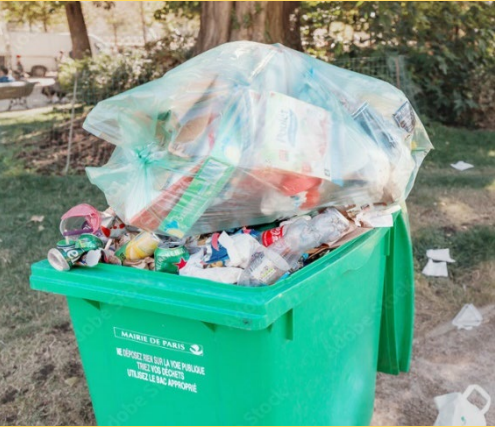
- Annapolis Road Pedestrian Tunnel
- The Industrial Area
- The alley-way in between 55th Ave. and 56th Ave.

Meetings:

- Department Head meeting

Please Help Keep Bladensburg Clean we CARE!

- In order for the Department of Public Works to keep the Town clean and litter free, we need a little help from our residents as well.
1. Pick up litter in front of your property. (Curb line as well)
 2. Please put trash/recycling in the proper container with the lid closed. It helps keep the Town neat and clean.



If you have leaves for pick up, please place them in paper yard waste bags or trash cans marked with and X for pick up on MONDAYS.



Resident's Please Don't Litter in your community.....

Notice: Styrofoam is not recyclable. Please put Styrofoam out on the trash collection day. (Tuesday and Friday)

Reminder: Recycling is collected on Mondays with Yard Waste.



Different styles of pole mounting flower pots



Pot liners help keep water in the pot.



400 or 500-year-old White Oak tree in Logan Ohio.





Town of Bladensburg Town Clerk Report

Town Meetings & Town Community Events

Date Range: 10/1/2024 to 10/31/24

Meeting / Event	Location / Date / Time
Board of Elections Supervisors Meeting	October 1 st and 10 th , 2024, at 3:00 pm
Domestic Violence Awareness Panel	October 5, 2024, at 11:00 am
Legislative Open House	October 11, 2024, 11:00 am to 2:00 pm
Work Session	October 14, 2024, at 5:30 pm
Town Council Meeting	October 14, 2024, at 7:00 pm
Growing Green with Pride Event	October 19, 2024, at 9:00 am
Bladensburg Day	October 26, 2024, at 10:00 am
Bladensburg Business Round Table Quarterly 4 Meeting	October 29, 2024, at 8:00 am

Clerk's Department

- Distributed chrome books
- Answered all PIA Request

Town Council Specific Events:

- Legislative Open House, October 11, 2024, from 11:00 am to 2:00 pm

Procurement

RFQ / RFP #	Description	Important Dates / Notes
	Roofing Repair Services	Received 4 quotes. The recommendation to the Council will be on the October Council Agenda.

Grants

Grant #	Description	Important Dates / Notes
CDBG PY 48	Sidewalks Project	Completed and has already been submitted for reimbursement



Town of Bladensburg Town Clerk Report

CDBG PY 48	Roadway Project	Completed and waiting on a few more forms from contract to submit for reimbursement
CDBGY 48	Bridge Repairs	Contract signed. Forms have been sent to the contractor and will be returned to us shortly. Notice to Proceed has been issued

Human Resources

Event	Date / Time
A second meeting with consultants will be held next week to address the Town's needs.	October 15, 2024

Communications / Social Media

America in Bloom Symposium: September 26-29: Reflecting on our transformative experience at the 2024 America in Bloom Symposium & Awards Celebration in Columbus and Logan, Ohio. Over three enriching days, we engaged in educational sessions, shared innovative ideas, and celebrated community achievements. The Town of Bladensburg and Colmar Manor were recognized for community vitality, showcasing our dedication to vibrant facilities, outdoor spaces and activities. A special shout out to the Town of Edmonston and AIB President Rod Barnes for their award-winning environmental garden program and environmental initiatives! Sending our congrats to District Heights, Hyattsville, and Brentwood for their recognition as well. Our tour of Logan revealed unique gems, including the only pencil sharpener museum in the U.S., all while highlighting the community's commitment to revitalization and pollinators. This year's theme of "Metamorphosis" perfectly encapsulates the growth and transformation we witnessed, from Columbus' evolution to Logan's dedication to butterflies. Thank you to our AIB advisors Connie and Carrie! We're excited about what next year holds.

Domestic Violence Awareness Panel Discussion: October 5: Thank you to everyone who participated in our effort to raise awareness about domestic violence. Special thanks to our panelists and Kaiser Permanente for offering vital resources, health



Town of Bladensburg Town Clerk Report

screenings, and flu shots. We also appreciate our Town Council and Bladensburg Police Department for their dedication to fostering love and awareness in our community. If you can't attend the discussion, you can watch the livestream on our Facebook page and YouTube channel. Let's continue the conversation!

Growing Green with Pride Event: Saturday, October 19: Volunteers needed - community service activated! Fall Bladensburg Growing Green with Pride - A day of fall beautification! - Tree and flower planting

Time: 9:00am to 12:00pm Location: Meet at Bladensburg Town Hall Community service hours will be provided, and refreshments will be served! Sign up:

<https://docs.google.com/.../1FAIpQLSdNMOoobxvIU9.../viewform>

Bladensburg Day Preparation: Work is conducted daily to ensure our Bladensburg Day celebration is revived with an unforgettable experience. We are asking community members to join us for the festivities. Whether it's marching down the road for the parade, engaging attendees with a vendor table, joining us for success with volunteering or decorating your yard for the BOO-tiful Bladensburg contest, your help and participation is greatly appreciated. Gearing up for a gourd time! Saturday October 26.

Promotion of ECO City Farms Beginning Farmer Training Program: CALLING ALL LOCAL ASPIRING AND EMERGING FARMERS! ECO City Farms' Beginning Farmer Training Program is designed to help new farmers gain the educational and practical skills to grow healthy, fresh produce for themselves and their communities. This FREE intensive program includes both hands-on and classroom learning opportunities for adult learners of all ages. Are you interested in becoming part of our next cohort? The 2025 program application period is open until October 30, 2024, at 11:59 PM ET. Visit www.ecocityfarms.org for more information.

Promotion of Election Day: Bladensburg, it's time to take flight to the polls! Election Day is on Tuesday, November 5. Let your voice be heard and vote! Visit www.bladensburgmd.gov for more information on the upcoming election.

Town Signage Upgrades: We are in the process of implementing phase 2 of our town signage upgrades, including Sunnybrook and the Industrial Park, Stay tuned for more content!

General Items



Town of Bladensburg Town Clerk Report

- I attended my first MCCMA meeting on September 9, 2024. One of the major topics discussed was the SBE involvement in municipal elections. State law authorizes municipalities to manage their own elections, and the county boards cannot exercise that authority. Many municipalities use the county board of elections to assist in their election across the state, but now the state will not provide certain assistances anymore. This does not affect the Town unless we change how we currently hold our elections.
- I registered for both MMCA and IIMC and I am looking forward to attending future meetings as well as registering for different courses.
- On September 12th I attended a Town Hall meeting at the Greenbelt Volunteer Fire Department. They discussed the summer staffing plan and the removal of career personnel from the fire department around the county. Residents voiced their concerns and wanted staff levels to be returned to past numbers. The Fire Chief disagrees and believed the plan did not affect response time.
- Attended the Board of Elections Supervisors Meeting on September 24th and October 1, 2024. We finalized the Candidate Handbook: Election Guide and the Internal Policy Manual. The board and staff made changes to the election timelines, looked over campaign finance law and BOSOE Process Policy. At our next meeting scheduled for October 10, 2024, we will finalize a presentation that will be presented to the Council at the October 14th Council meeting.
- I attended my first Ports Town Quarterly Meeting on September 24th and heard from neighboring municipalities. It was refreshing to see how neighboring cities work together for the betterment of all residents.
- I attended the PGCP Fighters & Paramedic Association meeting on October 1, 2024. We were able to attend a mock training session that all firefighters must do. We dressed in fire gear, cut open a car and stood in a burning building. Through it all we were informed about staff shortage in the fire department around Prince George County and the new for funding. It was a great experience.
- Attended the Chief Administrative Officers (CAO) Committee Monthly Meeting on October 2, 2024. We focused on essential budgetary needs and strategic planning for regional public safety programs, which revealed varied budget adjustments for FY 26. There was also a discussion on subernie detection and maintenance programs from UASI grant funding to local budgets. In the round table discussions, participants discussed diverse topics to be discussed in the



Town of Bladensburg

Town Clerk Report

future including school capacity challenges, AI applications, fire department issues, election security and affordable housing.

Regine R. Watson





TOWN ADMINISTRATOR MONTHLY MEMO

October 2024



Dear Town Council, Residents, Business owners, and Employees of the Town of Bladensburg;

It is October, and it is hard to believe we are in the middle of Fall. On October 26, 2024, the Town will celebrate the 282nd Anniversary of Bladensburg. This year's event will be at Town Hall and feature a Parade and activities for residents of all ages. I encourage you to attend this signature event for the Town.

Here are a few things that I want to keep you updated on that occurred in September 2024.

- **Bridge Repairs:** The Council approved the new contract in September, and work will begin at the end of the month. After revising the project scope, we will repair bridges on Varnum, Upshur, and Spring Road. This project will address some long-standing issues identified during a previous inspection.
- **Lighting Update:** We have completed the permitting process with the County, so the program can begin and be completed before the end of December. We will continue to keep the community informed as the project progresses.

We appreciate your patience as these improvements take shape and look forward to delivering these enhancements to benefit all residents.

Walkable Watersheds Rain Barrel – DIY Session | On September 24, the Environmental Finance Center held a DIY Rain Barrel Event at the Bladensburg Town Hall. This event excited residents to participate in environmental conservation while benefiting their homes. The Tow will have future events in the spring, during which residents will be provided with free rain barrels. These barrels are perfect for collecting and storing rainwater, which you can use to nourish your garden.



Why a Rain Barrel?

Did you know that using a rain barrel helps keep your garden lush and vibrant and plays a crucial role in reducing water runoff into the Chesapeake Bay? By capturing rainwater, you're saving water and contributing to our local waterways' health.

Don't miss this chance to impact your home and the environment positively. We look forward to seeing you there and working together to create a greener, more sustainable community!

If you are interested in this program, please contact our Town Clerk by emailing clerk@bladensburgmd.gov.

Let's make every drop count!



Board of Supervisors of Election (BOSOE) Meeting Update | September 2024 Meetings: The Town of Bladensburg Board of Supervisors (BOSOE) convened two times in the month of September to address several crucial topics related to election management and campaign regulations. Here are the key highlights from the meeting:

- 1. **Final review and updates to Internal Procedures and Documentation:**
 - o The board completed its thorough review of internal procedures and documentation. Revisions were proposed for the candidate handbook and the BOSOE process document to enhance clarity and efficiency in election operations. These updates were done to prepare for an update with the Town Council on recommended improvements to the following:
 - 1. Candidate Documents
 - 2. Internal Procedures
 - 3. Next Steps
- 2. **Upcoming Meetings:**
 - o The next BOSOE meeting is scheduled for **November 2024**. These session will focus on finalizing the Election Judges Handbook and any items returned by the Town Council.

The recent meetings have underscored the board's commitment to ensuring a smooth and compliant election process. For further details or to access updated documents, please visit the town website or contact the Board of Elections Supervisors. Stay informed and engaged as we approach these crucial milestones in our election cycle in 2025!

Green Update | Upcoming "Growing Green with Pride" Event: The "Growing Green with Pride" event will be held on Saturday, October 19, from 9 AM to noon at the Town Hall, featuring community cleanup and beautification projects. Please join us for this Annual Event where the Town partners with the County to promote community pride and environmental stewardship. Volunteers are available for teens who need community service hours to participate. Please get in touch with Ray Jefferies at the Town for more information.

Bostwick House | Updates and Action Items: At this October 8, 2024, Council meeting, I will present a project update on the recent awards to the contractors. Below are some of the updates.

- WMG has removed and repaired the first-floor windows at their shop.
- Encore has developed some floor plan schemes for potential uses.
- The Town continues seeking funding for Bostwick House through the Capital Grants for FY 2025.
- The Town has submitted invoices for grant reimbursements

We will inform the community as we progress with these exciting developments at Bostwick House.

Business Roundtable | October 29, at 8 AM: Join us for the next Business Roundtable on Tuesday, October 29, 2024, at 8:00 AM, hosted at the Town Hall. This meeting is a fantastic opportunity for local business owners to connect with fellow entrepreneurs and engage directly with Town officials. Event Highlights:

- Networking Opportunities: Meet and network with other business owners in the community.
- Collaborative Discussions: Come and work with Town officials to explore strategies for enhancing the local business climate.
- Economic Development: Contribute to initiatives to build and boost economic development within the Town.

Whether you want to share ideas, seek advice, or connect with other local businesses, this roundtable is the perfect platform to voice your thoughts and collaborate on solutions.

We look forward to seeing you there and working together to create a thriving business environment in our Town!

We encourage all residents to attend the October 8th Council Meeting to learn more about these actions in the Town and how they benefit Bladensburg. Your input and participation are vital as we move forward.

Best Regards,

Michelle Bailey Hedgepeth

Michelle Bailey-Hedgepeth, Town Administrator

MONTHLY REPORT MAYOR TAKISHA D. JAMES BLADENSBURG TOWN COUNCIL MEETING

MONDAY, OCTOBER 14, 2024

NATIONAL
HISPANIC
HERITAGE MONTH

TODOS SOMOS, SOMOS UNO;
WE ARE ALL, WE ARE ONE



Bladensburg Town Hall
 4229 Edmonston Road, Bladensburg, MD
 20710
 Email: tjames@bladensburgmd.gov
 Phone: (301) 927-7049

Meetings, Events and Updates (For the Month of September)

September 2024

September 1: Maryland 250 Commission recognition ceremony for local winners of America250 America's Field Trip

The First Gentleman and I traveled to the Maryland State Fair in Timonium to attend the recognition ceremony for nine Maryland students who were winners of the America250 America's Field Trip national contest. The students had the opportunity to be recognized and share their work during the ceremony.

America250 was created by Congress to commemorate America's 250th birthday. The America's Field Trip national contest invited students to reflect on what America means to them. Thousands of students from across the country submitted inspiring essays, art, and videos. The Commission was pleased to have nine Maryland students selected as first and second place winners.

September 4: Prince George's County Liquor Board Hearing | I joined Senator Augustine and Chief Collington in attending this virtual hearing due to Base Lounge, a business located outside of the Town of Bladensburg, being on the agenda. The Prince George's County Police Department was the lead on this matter and noted that the Base (Lounge) had repeated disturbances, disorderly incidents on the premises, assault calls for service, and shooting calls for service, totaling 42 incidents. As noted on the meeting agenda "One shooting resulted in a bullet entering the wall of a private home. On another occasion, an altercation started inside the establishment, spilled over into the parking lot, and resulted in a female patron being shot. For these reasons, the licensee is being summoned regarding danger to the peace and safety of the community." Again, this matter was brought before the Board by the Prince George's County Board of Commissioners to hold the owner accountable for providing the security measures necessary to ensure the patrons of his establishment are safe inside and outside as well as the residents located in close proximity. The Senator, Chief, and I expressed our deep concerns with the lack of safety and the number of incidents occurring at the Base Lounge. While we are in support of small and minority-owned businesses having the opportunity to thrive in our community, we cannot compromise on having an expectation of accountability for taking the necessary measures to ensure the safety of patrons and the surrounding community.

September 4: PY 48R | The town continued with improvements to 57th Avenue by completing sidewalk ramps along 57th Avenue.



September 5: MML Executive Committee Meeting | We received a report from the MML Board President, Michael O'Connor, Mayor of Frederick, MD. In recapping his activities over the summer months, he noted his gratitude for the Port Towns tour in which Bladensburg participated. Theresa Kuhns also provided a report out on her meetings and activities as president of MML. The Executive Committee also received an update on the organization's financials and investments. We also reviewed the organization's policy for endorsing a candidate for the NLC Board, along with agenda items for the upcoming Board of Directors Retreat scheduled for Friday, September 13th.

September 11: Emerson House Tenant Council Meeting | I attended the meeting with Acting Sargeant Tanksley, and Acting Lt. Goins to share updates regarding the town and address any questions the residents may have had. I shared updates on the Town's projects and provided printed copies of my most recent report along with flyers for upcoming events. A/Sgt. And A/Lt. Goins shared public safety updates and the upcoming police department.

September 12: Town Council Retreat | The Town Council is committed to working together in a respectful and collaborative manner. To this end, we held our 2024 Council Retreat to provide an opportunity for professionally facilitated team building exercises, communication enhancement training and trust building. These efforts will surely enable the Council to continue working together in a supportive, respectful, and collaborative manner.

Moving forward, the Council agreed to begin holding quarterly work sessions to provide an additional opportunity for communication and collaboration beyond the regularly scheduled monthly meetings. The meetings will consist of the following agenda:

- Review the current status of the items listed below and review areas where support is needed for the current quarter and the next quarter:
 - Events (including holiday events)
 - Programs
 - Policies (inclusive of legislative priorities)

- Share the status of where we are with our respective items, needed support, and provide an overview of the plan to get the project/event/policies accomplished.
- We also agreed to begin having after-action meetings to review the events and gather feedback to help prepare for the next year. (We can include this in the quarterly meetings or hold these meetings separately.)
- To create an atmosphere of respect for each other we agreed to exercise professional courtesy, by allowing people to finish their thoughts when speaking before someone interjects.

September 14: MML Board of Directors Retreat | The Board of Directors met for our fall retreat in Annapolis in the Governor's Signing Room of the State Capitol. We received an update regarding the Maryland Board of Elections and the understanding they will no longer be supporting municipal elections moving forward. The timing was concerning, as there were municipal elections were coming up in less than a week from the Board Retreat.

The Legislative Committee presented the legislative priorities and strategic initiatives for the coming legislative session. The priorities will be formally presented at the MML Fall Conference. At the conclusion of the business meeting, we were joined by Jeremy Baker, Chief of Staff for Speaker of the House Adrienne Jones, and Judicial Proceedings Committee Chair Will Smith. We also were joined by staff members from the Moore Miller Administration in Mollie Byron, Dylan Goldberg, and Eric Leuidtke. During the conversation, we were able to hear the priorities of each office and have a Q&A session with the speakers. I raised concerns regarding retail theft and accountability of juveniles and, where necessary, accountability for parents with repeat offenders. Priorities around affordability of housing, homelessness, and climate were also discussed.

We ended the day with a presentation by Story District called “Elevate Your Influence – The Storyteller’s Toolkit.” The facilitator helped us to understand the importance of communicating in a way that frames our stories and delivers them in a compelling way. This is critically important when we think about writing and giving testimony before the legislature on behalf of our communities. The presentation was well received and will be followed up with the presenters participating in the MML Fall Conference.

Note: The State of the Municipality Briefing will be held on December 5 in Annapolis.

September 13: Meeting with MML Leadership Regarding the Maglev | Members of the Board from Prince George’s County met with the MML CEO and Board President to address concerns around the project developers for the Northeast Maglev reaching out to use MML to setup a meeting with a few municipalities from within the County. After discussing our concerns, we agreed to follow up for a meeting without MML facilitating. After following up with the mayors who were part of the conversation, we agreed the best next step would be requesting the developers come to a future PGCMA meeting and share the so-called updates and new routes they were planning to present. I contacted the PGCMA Executive Board to

consider this request. The Board has agreed, so we'll have the opportunity to hear from them at the October meeting. We'll also request a follow-up meeting with the developers in our community and county residents to allow for questions to be received to get to the truth regarding this project.

After getting through the business items on our agenda, we were fortunate to receive updates from Judiciary Committee Chair, Senator Will Smith, Governor's Moore Staff Members Eric Leudtke, Mollie Byron, and Dyllan Goldberg, as well as Chief of Staff for Speaker of the House of Delegates Adrienne Jones.

September 15: Hispanic Heritage Month is upon us! | From September 15 through October 15, let's come together to celebrate and honor the rich cultural contributions and achievements of Hispanic Americans.

This month is a wonderful opportunity to recognize the many generations of Hispanic Americans who have made significant and positive impacts on our country. Their influence can be seen in every corner of our society, from the arts and sciences to business and community leadership.

I encourage each of you to take time to celebrate and reflect on the vibrant Hispanic cultures that enrich our nation. Here are a few ways you can participate:

- 1) Explore Hispanic Heritage: Attend local events, exhibitions, or performances that highlight Hispanic culture and history.
- 2) Support Hispanic Businesses: Consider shopping at Hispanic-owned businesses or dining at Hispanic restaurants. Your support helps strengthen and uplift our community.
- 3) Learn and Share: Read books, watch films, or listen to music by Hispanic creators. Share your discoveries with friends and family to spread awareness and appreciation.

Let's make a special effort to honor our Hispanic brothers and sisters this month and beyond. Their contributions continue to inspire and enhance our communities in countless ways.

*Photo credit: Kirtland Airforce Base

September 15: Washington

Commanders Game | The First Gentleman and I were honored to be guests of Governor Wes Moore at the season home opener for the Commanders. Attending this game afforded me the opportunity to share our community's concerns regarding the Maglev train being proposed by Northeast Maglev. I highlighted specific concerns, including:

- This train will pass through a predominantly minority county without providing a stop in the county.
- The developer is making promises of jobs for those directly impacted by the train. The reality is there is no way to make this a 100% guarantee. If enough qualified applicants are not applying for these jobs or are not considered, the developer and construction company will default to their dedicated construction workers.
- The developer is saying they have new routes that impact a smaller number of communities and that can't be the case when the project is and has been under review by the FRA and going through the review process as proposed a few years ago.
- The effort to contact us through MML rather than coming directly to the community leaders was a concern.

Apart from the Maglev, I also discussed our need for a new Town Hall in order to continue serving the community. Additionally, we discussed the Trade School and how this project has been delayed from the turnover with staffing. Now that we are fully staffed, the town can get this project moving forward and we are working to build the right coalition of partners to help create the framework to ensure success.



September 22: I Graduated from the University of Maryland School of Public Policy Academy for Excellence in Local Governance Program | I'm pleased to inform the community that I completed the requirements for this program and was able to graduate on September 22nd. I completed several core and elective classes while attending MML's annual summer and fall conferences to satisfy the



program requirements. Attending the required and elective courses provides municipal staff and elected officials the opportunity to enhance their knowledge of important matters of direct importance to local communities. Courses range from budgeting matters, ethics, mental health, economic development, public safety, administration, and so much more. I'm immensely grateful to be a recipient of this quality training, which is offered in partnership with the University of Maryland School of Public Policy, Maryland Municipal League, Local Government Insurance Trust, and the Maryland Association of Counties.

September 21: Colmar Manor Day | Members of the Town Council attended this celebration in honor of the town's 97th anniversary. They were recognized by representatives from county, state, and federal offices representing our community.



September 23: Walkable Watershed Steering Committee Meeting | The committee met to recap the goals and status of the collaboration as well as potential projects.

September 24: Town Council Closed Session | The Council met to discuss personnel matters under the following:

- General Provisions Article §3-305 (b) (1) of the Maryland Code, the Mayor and Council will meet in a Closed Session to consider a matter to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

As an outcome of the meeting, the Council provided direction to the Town Administrator concerning personnel matters.

September 24: Port Towns Quarterly Meeting | Cottage City hosted the meeting. We heard from the Port Towns Sector Plan team, who shared updates for each of the Port Towns. We also learned that the process for closing down the Port Towns CDC is still underway and should be completed by the end of the year.