

Discussion – June 20, 2018

Adoption – June 20, 2018

Effective – June 20, 2018

## **RESOLUTION 2018-02**

### **A RESOLUTION OF THE COMMISSIONERS OF ST. MICHAELS APPROVING RENEWAL OF THE CABLE SERVICE FRANCHISE AGREEMENT WITH ATLANTIC BROADBAND (DELMAR), LLC AND AUTHORIZING THE PRESIDENT OF THE COMMISSIONERS TO EXECUTE THE SAME**

**WHEREAS**, The Commissioners of St. Michaels (the “Commissioners”) granted a cable television franchise to Charter Communications VI, LLC effective as of July 1, 1996 (the “Franchise”); and

**WHEREAS**, on January 13, 2004, pursuant to Resolution No. 2004-01, the Commissioners consented to the assignment of the Franchise from Charter Communications VI, LLC to Atlantic Broadband (Delmar), LLC (the “Franchisee”); and

**WHEREAS**, on December 15, 2015, the Franchisee sent a letter to the Commissioners in which it requested that the Franchise be renewed pursuant to a new Cable Service Franchise Agreement between the Commissioners and the Franchisee; and

**WHEREAS**, on June 27, 2016, the Commissioners passed Ordinance No. 477 for the purposes of repealing Chapter A350, Article III (Cable Television) of the Code of the Town of St. Michaels and reenacting a new Chapter A350, Article III entitled “Cable Service Franchising” setting forth minimum regulations, terms, and conditions under which cable service franchises may use and occupy the Public Rights-of-Way of the Town of St. Michaels (the “Town”); establishing a framework under which Cable Systems shall be constructed, installed, operated, maintained, and regulated when using the Town’s Public Rights-of-Way; authorizing the granting of one or more non-exclusive franchises for Cable Service within the Town; establishing minimum operational and customer service standards for Cable Service franchises; providing procedures for Cable Service franchise application, modification, and renewal; and establishing a Cable Service franchise fee and application fee; and

**WHEREAS**, following Ordinance No. 477’s passage, the Commissioners and the Franchisee negotiated a new Cable Service Franchise Agreement for the purpose of renewing the Franchise and setting forth the terms and conditions under which the Franchisee may continue to provide Cable Service within the corporate limits of the Town, consistent with the provisions of Chapter A350, Article III of the Town Code as amended by Ordinance No. 477; and

**WHEREAS**, the Commissioners have determined that the renewal of the Franchise under the terms and conditions set forth in the attached Cable Service Franchise Agreement would promote the public health, safety, and welfare, stimulate commerce, and otherwise serve the public interest and are desirous of approving the same.

**NOW, THEREFORE, BE IT RESOLVED** by The Commissioners of St. Michaels on this, the 20<sup>th</sup> day of June, 2018, that the Cable Service Franchise Agreement between the Franchisee and the Commissioners attached hereto as “Exhibit A” is hereby approved; and

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**BE IT FURTHER RESOLVED** that the President of The Commissioners of St. Michaels, is authorized and empowered to execute the Cable Service Franchise Agreement on behalf of the Commissioners; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon the date of its adoption.

**THIS RESOLUTION NO. 2018-02 HAVING BEEN INTRODUCED AND ADOPTED** by a yea and nay vote of The Commissioners of St. Michaels on the 20<sup>th</sup> day of June, 2018.

Boos	-	<u>  _yea  </u>
Bibb	-	<u>  _yea  </u>
Harrod	-	<u>  _yea  </u>
Gorman	-	<u>  _yea  </u>
Windon	-	<u>  _yea  </u>

I HEREBY CERTIFY that Resolution No. 2018-02 was adopted by a yea and nay vote of The Commissioners of St. Michaels on this 20<sup>th</sup> day of June, 2018.

ATTEST:

THE COMMISSIONERS OF ST. MICHAELS

  
Jean R. Weisman, Town Clerk/Manager

By:  (SEAL)  
William E. Boos, President



June 8, 2018

The Commissioners of St. Michaels  
Attn: Jean R. Weisman, Town Clerk/Manager  
300 Mill Street  
St. Michaels, Maryland 21663

Re: Cable Service Franchise Agreement Internet Service Agreement

Dear Ms. Weisman:

During the entire term of the Cable Franchise Agreement (the "Agreement") between The Commissioners of St. Michaels (the "Town") and Atlantic Broadband (Delmar), LLC ("Atlantic Broadband") effective June 20, 2018 (the "Agreement"), Atlantic Broadband shall provide one (1) complimentary residential level cable modem providing Internet access service with a speed of 9 Mbps downstream and 1 Mbps upstream to the Town Office located at 300 Mill Street, St. Michaels, Maryland 21663. No charge shall be made for the Internet access provided hereunder except that Atlantic Broadband may charge for installation if the Town requests that the complimentary access be moved to another Town building or facility that is beyond One Hundred and Twenty-Five (125) feet aerial distance from the Cable System. Atlantic Broadband may also charge for service-related charges caused by the Town's improper use of the services or equipment provided. Should the Town desire to utilize Atlantic Broadband's Business Internet Service at the Town Office or another Town building or facility in lieu of the complimentary access provided hereunder, then Atlantic Broadband will issue the Town a monthly credit for the value of the courtesy access in effect at the time of billing.

Any required upgrade of Atlantic Broadband's Internet service above and beyond the complimentary access provided hereunder shall be at the Town's sole cost, at Atlantic Broadband's then standard retail rates. Such upgrades may include, but not be limited to, static IP addresses and increased Internet speeds that require other services offered by Atlantic Broadband, including Atlantic Broadband's Business Internet Services. Use of the complimentary access shall be in accordance with Atlantic Broadband's standard terms and conditions, including its acceptable use policy, which can be found at [www.atlanticbb.com](http://www.atlanticbb.com). The provisions set forth herein shall become effective upon the Effective Date of the Agreement and shall run concurrently therewith.

If you have any questions, please do not hesitate to contact me.

Sincerely,

\_\_\_\_\_  
Scott Randall, VP/General Manager  
Atlantic Broadband (Delmar), LLC

Agreed to on Behalf of The Commissioners of St. Michaels:

Signature: W E Boos  
Print: William E. Boos, President  
Date: 6-27-18



**Atlantic Broadband (Delmar) LLC**

**Cable Franchise Agreement**

**with**

**The Commissioners of St. Michaels**

**(MD0202)**

## CABLE SERVICE FRANCHISE AGREEMENT

THIS CABLE SERVICE FRANCHISE AGREEMENT (the "Agreement") is made and entered into this 20 day of June, 2018, by and between **The Commissioners of St. Michaels**, a body politic and corporate of the State of Maryland (the "Town"), and **Atlantic Broadband (Delmar) LLC**, a Delaware limited liability company (the "Grantee"). The Town and the Grantee (collectively, the "Parties") hereby covenant and agree as follows:

### RECITALS

**WHEREAS**, pursuant to Md. Code Ann., Local Gov't §§ 1-708 and 5-204(d), the Commissioners of St. Michaels, as the governing body of the Town (the "Commissioners"), are authorized to grant one or more franchises for a cable television system that utilizes any public right-of-way, highway, street, road, lane, alley, or bridge in the Town, impose franchise fees, and establish rates, rules, and regulations for franchises granted thereunder; and

**WHEREAS**, the Commissioners find that the development and enhancement of Cable Systems within the Town is beneficial and will have a positive impact upon the residents of the Town; and

**WHEREAS**, because of the complex and rapidly changing technology associated with Cable Service and related services, the Commissioners further find that the public convenience, safety, and general welfare can best be served by establishing regulatory powers which should be vested in the Commissioners or such persons as the Commissioners shall designate; and

**WHEREAS**, the Town owns and maintains a system of Public Rights-of-Way throughout its corporate limits, and the Commissioners have the authority to regulate the occupation and use of such Public Rights-of-Way to the maximum extent permitted under applicable law, including, but not limited to, the U.S. Cable Communications Policy Act, codified as Title VI of the Communications Act of 1934, 47 U.S.C. §§ 521 through 573, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and as may be amended from time to time (the "Cable Act"); and

**WHEREAS**, the Commissioners have determined that the grant of a franchise to use and occupy Public Rights-of-Way in the Town for the provision of Cable Service would promote the health, safety, and welfare of the public, stimulate commerce, and otherwise serve the public interests; and

**WHEREAS**, the Grantee currently holds a Franchise to provide Cable Service within the corporate limits of the Town pursuant to a Franchise Agreement by and between the Parties, effective as of July 1, 1996 (the "Existing Franchise Agreement") and the Grantee has continuously provided Cable Service pursuant to the Existing Franchise Agreement during its term; and

**WHEREAS**, the Grantee desires to provide, or continue to provide, Cable Service within the corporate limits of the Town and has requested a franchise renewal in order to do same; and

**WHEREAS**, the availability of reliable and affordable Cable Service for Town residents and businesses is a recognized economic development and quality of life priority of the Commissioners; and

**WHEREAS**, the Commissioners have reviewed the Grantee's written request and, after due evaluation of the Grantee, its history with the Town and service to Town residents, has determined that it is in the best interest of and consistent with the convenience and necessity of the Town to grant a franchise to the Grantee and that Grantee is not required to file a renewal application pursuant to § A350-4 of Chapter A350, Article III (Cable Service Franchising) of the Town Code ("Chapter A350, Article III").

**NOW, THEREFORE**, the Commissioners of St. Michaels hereby grant to the Grantee a Cable Service franchise (the "Franchise") in accordance with this Agreement, the Cable Act, and applicable law, and in consideration of the Commissioners' grant of the Franchise to the Grantee and the promise by the Grantee to provide Cable Service to the residents of the Town of St. Michaels, the Parties hereto agree as follows:

## **ARTICLE 1** **GRANT OF FRANCHISE**

SECTION 1.01. Grant of Rights. This Franchise is hereby granted, subject to the terms and conditions of this Agreement, the Cable Act, Chapter A350, Article III, and other laws of general applicability. The grant of this Franchise provides the Grantee the non-exclusive right and privilege to construct, erect, install, maintain, or operate: (i) a Cable System in, upon, along, across, above, over, and under the Public Rights-of-Way within the Town now in existence and as may be created or established during the Franchise term; (ii) any poles, wires, cable, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation of a Cable System to provide Cable Service; and (iii) other services as may lawfully be allowed within the Franchise Area. This Agreement does not expressly or implicitly authorize the Grantee to provide service to, or install a Cable System on, private property without the owner's consent (except for use of compatible easements pursuant to the Cable Act and/or Chapter A350, Article III), or to use publicly or privately-owned conduits or any other public property without a separate agreement with the owner(s) thereof.

SECTION 1.02. Right of Commissioners to Issue and Renew Franchise. The Grantee acknowledges and accepts the right of the Commissioners to issue and/or renew a Franchise.

SECTION 1.03. Effective Date of Franchise. For purposes of this Agreement, the term "Effective Date" is sixty (60) days following the execution of this Agreement by the Commissioners and the Grantee. Additionally, this Franchise is contingent upon the Grantee's filing with the Town Clerk/Manager, to the extent required by agreement of the Parties, any insurance certificates.

SECTION 1.04. Duration. This Agreement shall commence upon the Effective Date and shall expire on the tenth (10<sup>th</sup>) anniversary thereof, unless renewed, revoked, or lawfully terminated sooner as herein provided.

SECTION 1.05. Written Notice. All legal notices or demands required to be given in writing under this Agreement (except for routine reports, announcements, service and rate notices, and programming notices which may be given by electronic mail per Section 4.01 and shall not require a copy to Town's counsel) shall be deemed to be given when delivered personally to the person designated below, or when ten (10) days have elapsed after it is deposited with the United States Postal Service in a sealed envelope, marked registered or certified mail, with postage prepaid thereupon, or on the next business day if sent via a nationally recognized overnight delivery service, addressed to the party to which notice is being given, as follows:

If to the Town:	The Commissioners of St. Michaels 300 Mill Street P.O. Box 206 St. Michaels, Maryland 21663 Attention: Town Clerk/Manager
With copy to:	Charles D. MacLeod, Esq., Town Attorney MacLeod Law Group, LLC 120 Speer Road, Suite 1 Chestertown, Maryland 21620
If to the Grantee:	Atlantic Broadband (DelMar) LLC Two Batterymarch Park Suite 205 Quincy, Massachusetts 02169 Attention: General Counsel
With copy to:	Atlantic Broadband 330 Drummer Drive Grasonville, Maryland 21638 Attention: VP and General Manager

In the event of a change in any of the foregoing addresses, the responsible party shall provide the other party written notice of the change as soon as is practicable, and in no event later than thirty (30) days of such change; provided, however, that neither party will be held in breach for failure to provide such notice.

SECTION 1.06. Franchise Not Exclusive. This Franchise shall not be construed as any limitation upon the right of the Commissioners, through their proper offices, and in accordance with applicable law, to grant to other Persons rights, privileges, or authority similar to or different from the rights, privileges, and authority herein set forth, in the same or other Public-Rights-of-Way or public places or other places the Grantee is entitled to occupy by this Agreement, permit, or otherwise; provided, however, that such additional grants shall not operate

to materially modify, revoke, or terminate any rights granted to the Grantee herein and shall be in accordance with applicable law.

SECTION 1.07. Conflicts with the Town Code and Reservation of Rights. The provisions of Chapter A350, Article III, as amended from time to time, are incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Agreement. The Commissioners and the Grantee each reserve all the rights that they may possess under law unless expressly waived herein.

Unless otherwise specifically provided herein, this Franchise, and the operations conducted by the Grantee pursuant hereto, shall be governed by the current provisions of Chapter A350, Article III except as may be otherwise provided in this Agreement. Notwithstanding the foregoing, this Franchise shall at all times be governed by applicable federal and State law to the extent the same may require preemption of local law or a provision of this Agreement. All rights and privileges granted herein are subject to the police power and regulatory authority of the Commissioners and their rights under applicable law to exercise their governmental powers to their full extent. In the event the Commissioners intend to amend any current local law or regulation, including Chapter A350, Article III, which amendment may reasonably be expected to have a material impact on the rights granted to or obligations imposed upon the Grantee hereunder or under such local law or regulation, the Commissioners shall promptly notify the Grantee of any such amendment in writing at least ninety (90) days prior to any action anticipated to be taken by the Commissioners, and the Parties shall negotiate in good faith to modify this Agreement as necessary to accommodate the same. If the Parties are unable to agree on any such modification, having negotiated in good faith, then each party may assert any rights and seek any legal or equitable remedies available.

SECTION 1.08. Franchise Area. The Franchise Area encompasses all of the corporate limits of the Town and the Public Rights-of-Way therein.

SECTION 1.09. Definitions. Except as otherwise provided, herein, those terms, phrases, words, and their derivations defined in § A350-2 of Chapter A350, Article III shall have the same meaning herein. Words used in the present tense include the future, words in the plural number include the singular number, words used to refer to the male include the female, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined in § A350-2 shall be given their common and ordinary meaning, unless otherwise defined herein.

(a) Notwithstanding any provision of Chapter A350, Article III, “Cable Service” means the one-way transmission to Subscribers of video programming or other programming services, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(b) Notwithstanding any provision of Chapter A350, Article III, “Cable System” or “System” means a system of poles, wires, cables, fibers, lines, underground conduits, converters, equipment, appliances, and/or facilities designed, constructed, or used for the



purpose of producing, receiving, amplifying, transmitting, and distributing Internet service, radio, television, telephone, data, and two-way interactive impulses and energy and other information, related services, products, or matters to residential and commercial customers of the Grantee but such term does not include:

(1) A facility that serves only to retransmit the television signals of one or more television broadcast stations;

(2) A facility that serves Subscribers without using any Public Rights-of-Way;

(3) A facility of a common carrier which is subject, in whole or in part, to the provisions of Chapter II of the Cable Act, except that such facility shall be considered a Cable System if such facility is used in the transmission or video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; or

(4) Any facilities of any electric utility used solely for operating its electric utility system.

A reference to a "Cable System" in this Agreement refers to any part of such Cable System. The foregoing definition of "Cable System" shall not be deemed to circumscribe or limit the ability of the Grantee to provide any other service over its facilities that may be permitted under applicable law or the authority of the Town to regulate or franchise the activities of any such service to the maximum extent permitted by law.

(c) Notwithstanding any provision of Chapter A350, Article III, "Franchise Fee" means the fee imposed by the Town pursuant to Section 2.02 of this Agreement. The term "Franchise Fee" does not include:

(1) Any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators);

(2) Capital costs that are required by a Franchise Agreement to be incurred by the cable operator for public, educational, or governmental access facilities; or

(3) Requirements or charges incidental to the awarding or enforcing of a Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages.

(d) Notwithstanding any provision of Chapter A350, Article III, "Gross Revenue" means any and all revenues or consideration of any kind or nature that constitutes revenue within generally accepted accounting principles (including, without limitation, cash and credits) actually received by the Grantee, from the provision of Cable Service over the Cable System within the Franchise Area. Gross Revenues include, by way of illustration and not limitation: (i) monthly fees charged to Subscribers for any basic, optional, premium, per-Channel, per-program service, or any other Cable Service; (ii) Installation, disconnection, reconnection, change-in-service, and late fees; (iii) Leased Access Channel fees; and (iv) revenues from rentals or sales of Converters

and/or other Subscriber equipment. Gross Revenues shall not include: (i) to the extent consistent with generally accepted accounting principles, actual bad-debt write-offs; (ii) any taxes or fees, including the Franchise Fee, on services furnished by the Grantee which are imposed directly on any Subscriber or User by the State, the Town, or other governmental unit and which are collected by the Grantee on behalf of said governmental unit.

## **ARTICLE 2**

### **GENERAL REQUIREMENTS**

SECTION 2.01. Governing Requirements. The Grantee shall comply with all lawful requirements of this Agreement and applicable law. In addition thereto, the Grantee shall be bound by all of the provisions of Chapter A350, Article III and any amendments thereto, unless otherwise expressly provided herein.

SECTION 2.02. Franchise Fee.

(a) Notwithstanding any provision of Chapter A350, Article III, the Grantee shall pay to the Commissioners an annual Franchise Fee of five percent (5%) of the Grantee's Gross Revenue. The Grantee shall not bundle its Cable Service with non-Cable Service so as to intentionally reduce or evade the imposition of the Franchise Fee, and the Commissioners shall not interfere with the Grantee's marketing of its productions or services.

(b) The Franchise Fee shall be paid on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each payment shall be accompanied by a verified statement showing the basis for the computation and such other relevant facts as may be required by this Agreement.

SECTION 2.03. Cable System Construction and Technical Standards.

(a) Construction and Technical Standards. The Grantee shall construct and maintain the Cable System in accordance with applicable law and the technical standards promulgated by the FCC.

(b) Line Extensions. Notwithstanding any provision of Chapter A350, Article III, the Grantee shall extend its Cable System in the Franchise Area where the minimum density is at least twenty (20) occupied dwelling units per mile and within one (1) mile, as measured in strand footage, from the nearest point of the Cable System trunk or feeder line from which a usable cable signal is obtainable. The Grantee's obligations hereunder are subject to its ability to obtain from the property owner any necessary easements and/or permits and the property owner's payment of all fees and/or charges required by applicable law. Unless otherwise agreed upon in writing for any particular line extension and subject to an event of Force Majeure (as described in Section 5.11 herein) or other events beyond the Grantee's control, the Grantee shall complete said extensions within three (3) months of written notification from the Commissioners to the Grantee that an area has met the minimum density standard set forth herein. The Grantee's obligation hereunder shall be subject to the timely performance of work required of other utilities to help facilitate the Grantee's system extension, such as "make ready."

(c) Notwithstanding any provision of Chapter A350, Article III, the Grantee shall place underground all new line extensions occurring after the Effective Date to the extent required by applicable local law and to the extent other utility companies are similarly required to place underground their infrastructure in the location of such extension. Furthermore, in any areas of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided, however, that nothing in this Agreement shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(d) In the event all users of the Public Rights-of-Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project initiated or sponsored by the Commissioners, the Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with the other utilities. The Grantee's relocation costs shall be included in any preliminary computation of necessary project funding by the Commissioners, another government agency, or private parties. Subject to available funding, the Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to the other users of the Public Way. In the event that public and/or private funds are not available, the Grantee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

#### SECTION 2.04. Insurance.

(a) At all times during the term of this Agreement, the Grantee shall, at its sole expense, maintain workers' compensation insurance meeting the State's statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for each accident; and the Grantee shall provide a certificate of coverage to the Commissioners in accordance with Md. Code Ann., Lab. and Empl. § 9-105(a) (1999 Repl. Vol., 2004 Supp.), as may be amended from time to time. The Grantee shall require any subcontractor similarly to provide workers' compensation insurance for all of the subcontractor's employees, all in compliance with applicable State laws, and to fully protect the Town and its elected and appointed officials, officers, boards, commissions, employees, and agents acting in their official capacities from any and all claims arising out of occurrences on the work. The Grantee hereby indemnifies the Town and its elected and appointed officials, officers, boards, commissions, employees, and agents acting in their official capacities for any damage resulting to it from the failure of either the Grantee or any subcontractor to take out and maintain such insurance.

(b) At all times during the term of this Agreement, the Grantee and any subcontractor of the Grantee shall, at its sole expense, maintain comprehensive commercial general liability insurance with a company licensed to do business in the State with a rating by Best of not less than "A-minus VII" that shall protect the Grantee, the Town and its elected and appointed officials, officers, boards, commissions, employees, and agents acting in their official capacities from claims which may arise from operations under this Agreement, whether such operations are by the Grantee, its officials, officers, directors, employees, and agents, or any subcontractors of the Grantee. This liability insurance shall include, but shall not be limited to, protection against

claims arising from bodily and personal injury and damage to property, resulting from the Grantee's automobiles, products, and completed operations. The amount of insurance for combined single limit coverage applying to bodily and personal injury and property damage shall not be less than Five Million Dollars (\$5,000,000) which may be satisfied by any combination of primary and umbrella or excess coverage over its general liability coverage. The following endorsements shall attach to the liability policy:

- (1) The policy shall cover personal injury as well as bodily injury.
  - (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.
  - (3) Broad form property damage liability shall be afforded.
  - (4) The Town and its elected and appointed officials, officers, boards, commissions, employees, and agents acting in their official capacities shall be named as an additional insured on the policy.
  - (5) Standard form of cross-liability shall be afforded.
  - (6) The policy shall contain an endorsement stating that the policy shall not be canceled without thirty (30) days prior written notice of such cancellation given to the Commissioners.
- (c) The Commissioners reserve the right to adjust the coverage limit requirements every three (3) years. The Commissioners shall provide thirty (30) days prior written notice of any such adjustment, which shall be no greater than the increase in the State of Maryland Consumer Price Index (all consumers) for such three (3) year period.
- (d) Upon thirty (30) days written request from the Commissions, the Grantee shall submit to the Town Clerk/Manager documentation of the required insurance in the form of a certificate of insurance which conforms to the then applicable industry standards for such forms, as well as documentation of any deductible and/or self-insured retention.
- (e) The Grantee may acquire, purchase, participate in, or otherwise provide all insurance coverages required in this Section by, through, or under any policy acquired or purchased by, through, or for the benefit of the Grantee and its Affiliates where coverage provided to the Grantee as part of any such insurance coverage considered in its entirety provides a commensurate level of overall coverage and acceptable risk in the reasonable discretion of the Commissioners, given the amount of coverage provided and the number of entities insured thereunder.
- (f) The Grantee shall not commence any Cable System construction or reconstruction work or permit any subcontractor to commence work until both have obtained or caused to be obtained all insurance required under this Agreement and by law.

SECTION 2.05. Indemnification. The Grantee shall, at its sole cost and expense, indemnify and hold harmless the Town and its elected and appointed officials, officers, boards, commissions, employees, and agents acting in their official capacities (hereinafter referred to as "Indemnitees"), in accordance with applicable law.

### **ARTICLE 3**

#### **SYSTEM CAPABILITIES, REQUIREMENTS, AND OPERATIONAL STANDARDS**

##### **SECTION 3.01. General.**

(a) The Grantee shall operate and maintain a Cable System covering the Franchise Area with the capacity for no less than one hundred twenty-five (125) video channels received for digital and/or analog transmission and shall allocate a sufficient portion of said bandwidth to deliver reliable two (2)-way Cable Service.

(b) It is understood that technology is changing rapidly. Therefore, the Grantee may utilize other/additional technology, provided that such technology maintains or upgrades the Cable System design and capacity. The Grantee reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of this Agreement in accordance with applicable law and this Agreement.

(c) The Grantee shall attach its current channel lineup as Exhibit A hereto. The Grantee shall notify the Town in writing within thirty (30) days of any change in the number of channels or types of Cable Services offered. Such written notice may be delivered by electronic mail to the Town Clerk/Manager.

(d) The Grantee shall make all Cable System services available to all residential dwellings and multi-family dwelling units throughout the Franchise Area which meet the line extension and density requirements set forth herein.

SECTION 3.02. Standby Power. The Grantee shall provide standby power generating capacity at the Cable System headend capable of providing at least three (3) hours of emergency supply. The Grantee shall maintain standby power Cable System supplies throughout the major trunk cable networks capable of providing emergency power within the standard limits of commercially available power supply units.

SECTION 3.03. Operational Standards. The Grantee shall comply with the operational standards promulgated by the FCC, as amended from time to time.

(a) The Grantee shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) The Grantee shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. The Grantee shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation, or maintenance activities by any Grantee employee or agent, including any subcontractor, shall prominently display the Grantee's logo.

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

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

(f) The Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

SECTION 3.04. Right of Inspection. In accordance with applicable law and upon reasonable prior written notice, the Town, at its sole expense, shall have the right to inspect all Public Right-of Way construction, reconstruction, or installation work performed by the Grantee under the provisions of this Agreement, Chapter A350, Article III and other applicable law, to ensure the Grantee's compliance and to protect the public health, safety, and welfare of the Town's citizens. The Grantee shall have the right to be present at such inspections.

SECTION 3.05. Public Requests for Information. Public requests for information received by the Town related to the Grantee or this Agreement shall be responded to in accordance with § A350-23 of Chapter A350, Article III.

## **ARTICLE 4**

### **SERVICES AND PROGRAMMING**

SECTION 4.01. Programming. Programming decisions are within the sole discretion of the Grantee, subject to applicable law regarding notice to the Town and Subscribers prior to any

channel additions, deletions, or realignments. In addition to programming provided on any PEG channel and the broadcast channels, the Grantee shall provide a broad category of programming similar to that outlined in Exhibit A.

SECTION 4.02. Leased Commercial Access. The Grantee shall offer leased commercial access on reasonable terms and conditions and according to applicable law.

SECTION 4.03. Town Buildings and Facilities.

(a) During the term of this Agreement, Limited and Value Cable Services (or the equivalent level of service including appropriate related equipment) will, upon the Town's written request, be made available to those Town buildings and facilities within the footprint of Grantee's service area located within one hundred twenty-five (125) feet of the Cable System as set forth in Exhibit B ("Town Buildings and Facilities"). Connection and access to the Cable System shall be provided to the Town Buildings and Facilities within ninety (90) days of the Town's written request. In the event such installation cannot be completed within ninety (90) days, then the Town may invoke the Notice of Violation provisions set forth in § A350-39 of Chapter A350, Article III. One drop per site shall be made without charge for Standard Installation; provided, however, that the Town shall be subject to any service-related charges caused by the Town's improper use of the services or equipment provided by the Grantee. The Grantee will not pass through, as an external cost to Subscribers, the cost of providing Cable Services to Town Buildings and Facilities. In the event of a non-Standard Installation, the Town shall pay the costs of said installation.

(b) The Parties acknowledge that, as of the Effective Date, the Grantee has a Hub located in a cabinet and powered by a generator (collectively, the "Hub Equipment") located under the Town's South Water Tank located at 1001 South Talbot Street, St. Michaels, Maryland 21663 (the "South Water Tank"), which property is owned by the Commissioners (the "South Water Tank Property"). The Hub Equipment which is essential to the Grantee's provision of Cable Services to the Town. The Commissioners shall permit the Grantee to continue locating the Hub Equipment in its present location, subject to the terms and conditions of this Agreement, and further subject to the following:

(1) The Grantee shall maintain, use, and operate the Hub Equipment at its sole cost and expense, which maintenance, use, and operation shall be performed in a good and workmanlike manner and in compliance with applicable local, State, and federal law;

(2) Any modifications or alterations to the Hub Equipment other than routine maintenance must be approved in writing by the Commissioners, which approval shall not be unreasonably withheld;

(3) The Grantee's right to use the South Water Tank Property for the purposes set forth herein is non-exclusive; provided, however, that neither the Commissioners nor other persons using the South Water Tank or the South Water Tank Property under the Commissioners' authorization shall unreasonably interfere therewith;

(4) Upon the termination of this Agreement and/or the Grantee's removal of the Hub Equipment from the South Water Tank Property, the Grantee shall restore the South Water Tank Property to a condition reasonably matching the condition existing as of the Effective Date, normal wear and tear excepted; and

(5) The Grantee shall pay the Commissioners a quarterly fee of Six Hundred Dollars (\$600.00) for the use of the South Water Tank Property as set forth herein, which fee shall be paid concurrently with the Franchise Fee set forth in Section 2.02 herein.

#### SECTION 4.04. Public, Educational, or Government ("PEG") Channels.

(a) Upon one hundred eighty (180) days' prior written request, the Grantee shall make available to each of its Subscribers who receive some or all of the Cable Services offered on the Cable System, reception of one (1) public access channel, which shall be used for non-commercial PEG programming. Such channel shall be made available to all Subscribers located within the Franchise Area and may be made available outside the Franchise Area.

(b) The PEG channel shall be made available by the Grantee for non-commercial use by the Commissioners in accordance with the rules and procedures established by the Commissioners or any lawfully designated person, group, organization, or agency authorized by the Commissioners for that purpose. The Grantee will provide the PEG channel on the lowest available digital tier or as otherwise provided in federal and State laws or regulations. Nothing in this Section is intended to limit the Grantee's rights under applicable law to institute and enforce policies and procedures regarding the use of PEG channels.

(c) The Parties acknowledge that, as of the date of this Agreement, the Grantee does not have access to any PEG programming feed from the Commissioners and is therefore unable to directly provide the PEG services contemplated in this Section or Chapter A350, Article III. In the event that the Commissioners have entered into a Franchise Agreement with another Cable Service provider which does have access to a PEG Programming feed (the "PEG Provider"), the Grantee shall coordinate with such PEG Provider for a handoff of the PEG feed to fulfill its PEG obligation, provided that: (i) such handoff of the PEG feed is technically feasible; (ii) the connection point is mutually convenient and agreed upon; (iii) the PEG Provider provides its written consent prior to any connection; and (iv) the Grantee is responsible for the cost, if any, in making the connection to the PEG Provider for PEG purposes. The Grantee shall cooperate with the PEG Provider and the Commissioners in good faith to satisfy the requirements of this Section.

### **ARTICLE 5** **MISCELLANEOUS**

#### SECTION 5.01. Entire Agreement; Modification; Interpretation.

(a) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter described herein and may not be changed or modified except by agreement in writing signed by the Parties.



(b) The Franchise granted under the terms and conditions of this Agreement shall be consistent with applicable law. In the event of conflict between this Agreement and the terms and conditions on which the Commissioners can grant a franchise or the terms and conditions of any law rule or regulation adopted or enacted after the Effective Date hereof by the Commissioners, the Agreement shall control; provided, however, that the Grantee agrees that it is subject to the lawful exercise of the police powers of the Commissioners in enforcing any law, rule, or regulation of general applicability. In the event that a federal or State law is changed that supersedes the Commissioners' laws, rules, or regulations, the Grantee and the Commissioners agree to make amendments to this Agreement to incorporate said change in law. The Parties reserve the right to challenge provisions of any law, rule, or regulation which conflicts with their respective contractual rights, either now or in the future.

SECTION 5.02. Captions. Section titles in this Agreement are solely for convenience and reference and are not intended for interpretation or construction of this Agreement.

SECTION 5.03. Governing Law and Venue. This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of Maryland. Venue for any action arising hereunder shall be filed, heard, and determined in the federal courts located in Baltimore, Maryland, or in State courts located in Talbot County, Maryland.

SECTION 5.04. Severability. If any provision in this Agreement or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Agreement shall not affect or limit the validity, legality, or enforceability of any other term or provision hereof.

SECTION 5.05. Non-Waiver. No indulgence, waiver, election, or non-election by the Commissioners under this Agreement shall affect the Grantee's duties and liabilities hereunder.

SECTION 5.06. Transfer or Assignment.

(a) Neither the Grantee nor its parent nor any Affiliated Entity shall transfer, assign, or otherwise encumber, through its own action or by operation of law, its right, title, or interest in the Cable System or in this Agreement without the prior written consent of the Commissioners, provided that such consent shall not be unreasonably withheld.

(b) Neither the Grantee nor its parent nor any Affiliated Entity shall change, transfer, or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Commissioners, provided that such consent shall not be unreasonably withheld.

(c) Neither the Grantee nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange, or release more than twenty-five percent (25%) of its equitable ownership in the Cable System without the prior written consent of the Commissioners, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by the Grantee.

(e) The Grantee shall make written application to the Commissioners of any transfer, change in control, or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, State, and local statutes and regulations regarding transfer or assignment. The Commissioners shall have thirty (30) days from the receipt of FCC Form 394 to notify Grantee of any additional information they need to make an informed decision on the transfer or assignment. The Commissioners shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

SECTION 5.07. Authority. Each person executing this Agreement on behalf of any party hereto warrants that such person has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable such person to execute properly this Agreement have been followed and secured. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

SECTION 5.08. Competitive Equity. The Grantee acknowledges that the Commissioners have and reserve the right to grant additional franchises to provide Cable Services within the Franchise Area. Prior to granting another Franchise, including a renewal Franchise, the Commissioners shall give not less than sixty (60) days' written notice to the Grantee of any other proposal to service all or part of the Franchise Area, identifying the applicant for such other Franchise and specifying the date, time, and place at which the Commissioners shall consider and/or determine whether such other Franchise should be granted. In the event that the Grantee believes that the Commissioners have entered into another Franchise with terms or provisions that are, taken as a whole, more favorable or less burdensome than the terms set forth in this Agreement, taking into consideration, where reasonably warranted, the situation as it existed at the time this Agreement was negotiated, the Commissioners, upon the request of the Grantee, shall enter into negotiations with the Grantee within sixty (60) days of such request to modify this Agreement to provide the Grantee such more favorable or less burdensome terms or provisions.

SECTION 5.09. Modification. Except as agreed to herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Commissioners and the Grantee.

SECTION 5.10. Abandonment of Cable System. During the term of this Agreement, if the Grantee decides to abandon or no longer use all or part of its Cable System, it shall give the Commissioners written notice of its intent at least sixty (60) days prior to the announcement of such decision, which notice shall describe the property to be abandoned and its location. The Commissioners shall have the right to require the Grantee to remove the property from the Public Rights-of-Way or to cause the property to be removed and charge the Grantee with the costs

related thereto, unless said property is being used for other services provided by the Grantee pursuant to applicable federal law.

SECTION 5.11. Force Majeure. Neither party shall be liable for damages or subject to penalty due to delay or failure to perform any duty imposed by this Agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party, including, for example, but not limited to, utility outages, non-availability of materials, military or police action, labor shortage or dispute, changes in applicable law, or severe weather or other acts of God. Within thirty (30) days of the Grantee's discovery of the event causing such delay or failure, the Grantee shall provide the Town with written notice describing the cause of the delay or failure and estimating the period of time in which such delay or nonperformance will be cured.

SECTION 5.12. Notice of Violation: Hearing. Violations of this Agreement or Chapter A350 shall be addressed in accordance with § A350-39 of Chapter A350, Article III and applicable law.

IN WITNESS WHEREOF, the Commissioners and the Grantee have executed this Cable Service Franchise Agreement the date and year first above written.

Attest:

  
Jean R. Weisman, Town Clerk/Manager

**THE COMMISSIONERS OF ST. MICHAELS**

By:  (SEAL)  
William E. Boos, President

**GRANTEE:**

**ATLANTIC BROADBAND (DELMAR), LLC**

Attest:

\_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
Name: Leslie J. Brown  
Title: SVP & General Counsel

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of June, 2018, before me, the subscriber, a Notary Public of the State and Commissioners aforesaid, personally appeared WILLIAM E. BOOS, in his capacity as the duly authorized President of The Commissioners of St. Michaels, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same as the President of The Commissioners of St. Michaels.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal

  
Notary Public



My Commission Expires: 11-3-19

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public of the State and Commissioners aforesaid, personally appeared Leslie J. Brown, in her capacity as the duly authorized Senior Vice President and General Counsel of Atlantic Broadband (Delmar), LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, and in my presence signed and sealed the same as Senior Vice President and General Counsel of Atlantic Broadband (Delmar), LLC.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**

The Grantee's Channel Lineup (current as of May 23, 2018)

# CHANNEL LINEUP



## St. Michaels, MD

### LIMITED SERVICE

2	WMAR (ABC) Baltimore <sup>T</sup>
3	WUTB (MyNetwork) Baltimore <sup>T</sup>
4	MPT (PBS) Annapolis <sup>T</sup>
5	WTTG (FOX) Washington <sup>T</sup>
7	PEG Channel <sup>T</sup>
10	WBFF (FOX) Baltimore <sup>T</sup>
11	WBAL (NBC) Baltimore <sup>T</sup>
12	WNUV (CW) Baltimore <sup>T</sup>
13	WJZ (CBS) Baltimore <sup>T</sup>
14	OVC <sup>T</sup>
15	WETA (PBS) Washington <sup>T</sup>
16	WBOC (CBS) Salisbury <sup>T</sup>
17	Local Access <sup>T</sup>
20	HSN <sup>T</sup>
21	C-SPAN <sup>T</sup>
149	HSN 2 <sup>T</sup>
150	OVC2 <sup>T</sup>
152	WUTB TBD TV*
153	WUSA Justice Network* <sup>T</sup>
154	WNUV Antenna TV* <sup>T</sup>
155	WBFF My Network* <sup>T</sup>
520	WBAL Me-TV* <sup>T</sup>

### LIMITED HD

502	WMAR (ABC) HD Baltimore
503	WUTB (MyNetwork) HD Baltimore
504	MPT (PBS) HD Annapolis
505	WTTG (FOX) HD Washington
508	OVC HD
510	WBFF (FOX) HD Baltimore
511	WBAL (NBC) HD Baltimore
513	WJZ (CBS) HD Baltimore
514	HSN HD
515	WETA (PBS) HD Washington
516	WBOC (CBS) HD Salisbury

### VALUE SERVICE

23	HLN <sup>T</sup>
24	CNN <sup>T</sup>
25	Fox News <sup>T</sup>
26	msnbc
27	CNBC <sup>T</sup>
28	The Weather Channel <sup>T</sup>
29	Lifetime <sup>T</sup>
30	MASN
31	ESPN
32	ESPN2
33	Fox Sports 1
34	NBC Sports Network
35	TNT
36	TBS <sup>T</sup>
37	USA Network <sup>T</sup>
38	Bravo <sup>T</sup>
39	AMC <sup>T</sup>
40	A&E <sup>T</sup>
41	E! <sup>T</sup>
42	Comedy Central
43	BET
44	Discovery Channel <sup>T</sup>
45	TLC <sup>T</sup>
46	Animal Planet <sup>T</sup>
47	National Geographic <sup>T</sup>
48	History <sup>T</sup>
49	Disney Channel <sup>T</sup>
50	Freeform
51	Nickelodeon
53	Cartoon Network <sup>T</sup>
54	TV Land
55	MTV
56	VH1

57	CMT <sup>T</sup>
58	Food Network <sup>T</sup>
59	HGTV <sup>T</sup>
60	Travel Channel <sup>T</sup>
61	OWN
62	Paramount Network
63	FX <sup>T</sup>
64	Syfy
65	Oxygen
66	LMN
67	TCM <sup>T</sup>
68	Hallmark Channel <sup>T</sup>
69	truTV <sup>T</sup>
71	EWTN
72	TBN
73	CCTV
74	Big Ten Network
75	FX
76	Newsmax
77	PEG Channel
78	MASN2
79	Investigation Discovery
80	WGN America**
81	IFC** <sup>T</sup>
82	WE** <sup>T</sup>

### VALUE HD

523	HLN HD
524	CNN HD
525	Fox News HD
526	msnbc HD
527	CNBC HD
528	The Weather Channel HD
529	Lifetime HD
530	MASN HD
531	ESPN HD
532	ESPN2 HD
533	Fox Sports 1 HD
534	NBC Sports Network HD
535	TNT HD
536	TBS HD
537	USA Network HD
538	Bravo HD
539	AMC HD
540	A&E HD
541	E! HD
542	Comedy Central HD
544	Discovery HD
545	TLC HD
546	Animal Planet HD
547	National Geographic HD
548	History HD
549	Disney Channel HD
550	Freeform HD
551	Nickelodeon HD
553	Cartoon Network HD
555	MTV HD
556	VH1 HD
557	CMT HD
558	Food Network HD
559	HGTV HD
560	Travel Channel HD
561	OWN HD
562	Paramount Network HD
563	FX HD
564	Syfy HD
566	LMN HD
567	TCM HD
568	Hallmark Channel HD
569	truTV HD
570	Velocity HD <sup>T</sup>

574	Big Ten Network HD
576	Newsmax
578	MASN2 HD
579	Investigation Discovery HD
581	IFC HD

### VALUE PLUS

#### DIGITAL PPV

880	iN DEMAND Previews
881-883	iN DEMAND

#### DIGITAL ADULT PPV

885	Adult On Demand
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#### DIGITAL MUSIC

901-950	Music Choice Channels
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#### VIDEO ON DEMAND

1	Main VOD Menu
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#### EPIX

483	EPIX Drive-In <sup>T</sup>
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#### VALUE PLUS HD

884	iN DEMAND HD
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### MORE TV

106	STARZ ENCORE
107	STARZ ENCORE Action
108	STARZ ENCORE Classic
109	STARZ ENCORE Suspense
110	STARZ ENCORE Black
111	STARZ ENCORE Westerns
114	STARZ ENCORE West
115	MOVIEPLEX
116	INDIEPLEX
117	RETROPLEX
197	Fox Business Network
198	C-SPAN2
199	C-SPAN3
215	MLB Network
216	Olympic Channel
217	CBS Sports Network
218	SEC Network
219	Outdoor Channel
220	ESPN Classic
221	ESPNews
222	Golf Channel
223	Sportsman Channel
224	Fox Sports 2
225	NFL Network
226	TVG-Horse Racing
227	beIN Sport
228	beIN Sport en Español
248	NickToons
249	Disney Junior <sup>T</sup>
250	TeenNick
251	Nick2
252	Nick Jr.
253	Disney XD
254	Discovery Family Channel
255	Science
256	Discovery Life
257	American Heroes Channel
258	Destination America
259	Discovery en Español
260	VICELAND
261	fyi
262	Nat Geo Wild
297	Hallmark Drama
298	Hallmark Movies & Mysteries <sup>T</sup>
299	Lifetime Real Women <sup>T</sup>
303	El Rey
305	DIY
306	LOGO

307	MTV2
308	Tr3s
309	NickMusic
310	BET Jams
311	MTV Classic
312	CMT Music
313	Great American Country
314	BET Soul
316	Cooking Channel
480	EPIX <sup>T</sup>
481	EPIX West
482	EPIX2 <sup>T</sup>

### MORE TV HD

606	STARZ ENCORE HD
614	STARZ ENCORE West HD
617	RETROPLEX HD
619	Outdoor Channel HD
621	ESPNews HD
622	Golf Channel HD
624	MLB Network HD
625	NFL Network HD
653	Disney XD HD
655	Science HD
658	Destination America HD
661	fyi HD
662	Nat Geo Wild HD
720	EPIX HD
721	EPIX West HD
722	EPIX2 HD
724	EPIX Hits HD

### PREMIUM

#### STARZ ENCORE

106	STARZ ENCORE
107	STARZ ENCORE Action
108	STARZ ENCORE Classic
109	STARZ ENCORE Suspense
110	STARZ ENCORE Black
111	STARZ ENCORE Westerns
114	STARZ ENCORE West
606	STARZ ENCORE HD
614	STARZ ENCORE West HD

#### STARZ

100	STARZ
101	STARZ Cinema
102	STARZ Edge
103	STARZ In Black
104	STARZ Kids & Family
105	STARZ Comedy
113	STARZ West
600	STARZ HD
601	STARZ Cinema HD
602	STARZ Edge HD
604	STARZ Kids & Family HD
605	STARZ Comedy HD
613	STARZ West HD

#### EPIX

480	EPIX <sup>T</sup>
481	EPIX West
482	EPIX2 <sup>T</sup>
483	EPIX Drive-In <sup>T</sup>
720	EPIX HD
721	EPIX West HD
722	EPIX2 HD
724	EPIX Hits HD

#### HBO

400	HBO
401	HBO 2
402	HBO Signature
403	HBO Family

404	HBO Latino
405	HBO Zone
406	HBO Comedy
407	HBO West
408	HBO 2 West
670	HBO HD
671	HBO 2 HD
672	HBO Signature HD
673	HBO Family HD
674	HBO Latino HD
675	HBO Zone HD
676	HBO Comedy HD
677	HBO West HD
678	HBO 2 West HD

#### CINEMAX

450	Cinemax
451	More!MAX
452	ActionMAX
453	ThrillerMAX
680	Cinemax HD
681	More!MAX HD
682	ActionMAX HD
683	ThrillerMAX HD

#### SHOWTIME

460	Showtime
461	Showtime 2
462	Showtime Showcase
463	Showtime Extreme
464	Showtime Beyond
465	FLIX
466	The Movie Channel
467	The Movie Channel Xtra
468	Showtime West
469	Showtime 2 West
690	Showtime HD
691	Showtime 2 HD
692	Showtime Showcase HD
693	Showtime Extreme HD
694	Showtime Beyond HD
696	The Movie Channel HD
697	The Movie Channel Xtra HD
698	Showtime West HD
699	Showtime 2 West HD

#### MOVIEPLEX

115	MOVIEPLEX
116	INDIEPLEX
117	RETROPLEX
617	RETROPLEX HD

#### NFL REDZONE

426	NFL RedZone
626	NFL RedZone HD



Programming information effective 05/23/18. Channels subject to change. Please contact Atlantic Broadband for details.

\*/\*\* Channel requires digital adapter, digital receiver or digital tuner TV to view. Channel numbers may differ on digital tuner TV.

† Channel is included in Digital Select service.

## **EXHIBIT B**

### **Town Buildings and Facilities Eligible for Courtesy Limited and Value (or equivalent) Cable Service**

1. St. Michaels Town Office, 300 Mill Street
2. St. Michaels Police Department, 100 Fremont Street
3. St. Michaels Public Works Department, 109 Glory Avenue
4. St. Michaels Volunteer Fire Department, 1001 Talbot Street
5. St. Michaels Middle and High School, 200 Seymour Avenue
6. St. Michaels Elementary School, 100 Seymour Avenue

In the event of relocation of any of the buildings or facilities listed in this Exhibit B during the term of the Franchise Agreement, the Grantee shall provide the foregoing services to the new building or facility as set forth above and pursuant to Section 4.03 of this Agreement, provided they are located within one hundred twenty-five (125) feet of the existing Cable Systems. If the new locations are beyond the specified distance, then the added construction cost of providing the service shall be the Town's responsibility.