



Comcast Cable
253 Najoles Road
Millersville, MD 21108

December XX, 2018

Terry Shannon
County Administrator
175 Main Street
Prince Frederick, MD 20678

Dear Mrs. Shannon,

The purpose of this letter is to clarify certain matters that have been discussed and agreed to by Comcast of Maryland, LLC (“Comcast”) and Calvert County (“County”) during franchise negotiations, but that are not covered by the Cable Franchise Agreement entered into between Comcast and the County effective December _____, 2018 (“Franchise Agreement”).

1. Plant Maintenance: Due to the outdoor nature and external influences on the Cable System, no system is 100% compliant with applicable maintenance requirements all of the time. Accordingly, Comcast has invested and continues to invest millions of dollars in its cable system in Maryland annually to ensure a safe and reliable experience for our customers. In addition, as part of its normal business operations Comcast has taken the following maintenance measures:
 - Comprehensive power supply review, including battery replacement and system status monitoring to ensure correct response in the case of a power outage;
 - Signal leakage identification and repair program that has reduced customer service calls and increased system reliability; and,
 - Quality control program that checks on installs and service work completed by Comcast employees and contractors.

Based on our maintenance efforts, during the second quarter of 2018, Comcast’s plant was 99.9% reliable.

Calvert County’s Franchise Agreement requires Comcast to meet or exceed the technical performance standards of the FCC and comply with all current applicable codes including the National Electrical Safety Code, the National Electrical Code and any other applicable federal laws and regulations, the laws, ordinances and construction standards of the State of Maryland, and the generally applicable laws, ordinances and construction standards of the County. Comcast is also responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with 47 C.F.R. §76.640 and other applicable FCC standards as amended. In addition to the requirements referenced in the Franchise Agreement that comprise a comprehensive commitment to test, maintain, and repair the Cable System to ensure a consistent and reliable customer experience, Comcast also engages in routine Cable System maintenance of its facilities to insure the following:

- Proper attachment of drops to utility poles;
- Burial of underground drops;
- Proper attachment of distribution cable to poles;



Calvert County Administrator
October 12, 2018

- Proper protection of distribution cables;
- Proper installation and maintenance of guy wires;
- Locking of power supplies;
- Proper securing, repair and replacement of pedestals;
- Proper grounding and bonding throughout the system; and
- Proper clearances of aerial cables.

During the franchise renewal process, the County, through its consultants, has identified certain areas of system maintenance that it would like addressed in the near future. While the company may not agree with all of the findings, we are willing to engage in a process to review and correct deficiencies during the first six months of the new franchise term. Within forty-five (45) days following the six (6) month anniversary of the Effective Date of the Franchise Agreement, Comcast will provide the County with information related to the corrective maintenance work it has completed on its facilities in the County. Comcast will continue to test, maintain, and repair the Cable System to ensure a consistent and reliable customer experience and engage in routine Cable System maintenance of its facilities throughout the term of the Franchise Agreement.

2. Extension of Cable System: In addition to complying with the density requirements contained in Section 3.1 of the Franchise Agreement, subject to the receipt of all necessary permits and approvals, Comcast agrees to extend the Cable System to the following locations within nine (9) months of the Effective Date of the Franchise Agreement: Lancaster Hills (24 passings), Camp Conoy Road (17 passings), Twin Oak Lane (10 passings), and Yellow Bank Road (4 passings). The specific passings identified for each location herein may change, but in no event may the extensions on a whole fall below fifty five (55) total passings. These extensions will not include any customer contributions for installation except Comcast may charge for Long Drops in accordance with Section 3.1(d) of the Franchise Agreement. Further, Comcast will continue to support the County's efforts to meet with residents who desire additional system expansions, including but not limited to, the residents of Breeden and McQueen Roads, to attempt to find financial and technical solutions for achieving such expansions.
3. Local Business Office: While customers have traditionally contacted us by telephone, letter, or visiting a payment center, Comcast is increasingly using our technology expertise to expand the options customers have available to interact with and do business with the company. Customers can transact business with Comcast in the multiple ways without visiting a service center.

Based on direct feedback from our customers, we have created many new service options, including self-install kits, online account management options, electronic payments, the ability to order equipment through the mail and drop-off equipment at The UPS Store locations. Customers also have the options listed below.

Bill payment can be accomplished:



Calvert County Administrator
October 12, 2018

- Online at www.comcast.com/myaccount;
- By calling our toll free number at 1-800-XFINITY
- Visiting a Western Union or other local locations which may include Safeway, Food Lion, Rite Aid, Walgreens, Seven Eleven or Giant;
- Through the Xfinity My Account App – allowing customers to manage and make changes to their account anywhere, anytime from their smartphone or tablet;
- By automatic recurring payment – allowing customers to have their charges for Comcast services automatically deducted from a bank account or paid with a credit card each month;
- Via electronic payment services – allowing customers to make payments through a Customer Account Executive, Interactive Voice Response, or over the Internet quickly, conveniently, and securely; and
- By mail using the pre-addressed return envelope included in customer statements.

Equipment exchanges or returns can be completed:

- By utilizing UPS Store locations including those at 136 West Dares Beach Road, Prince Frederick, MD 20678 and 10816 Town Center Boulevard, Dunkirk, MD 20754;
- By requesting a return box and shipping label; and
- Through a Comcast representative visiting the customer’s residence.

Also, customers may call 1-800-XFINITY (1-800-934-6489) 24 hours a day and 7 days a week to resolve service issues, to subscribe to or cancel services, or to upgrade or downgrade the level of service they receive.

Comcast commits to maintain its customer service center in the County located at _____ at least until September 30, 2019. In the event that Comcast discontinues operation of its customer service center, Comcast will properly notify customers of this change, including a separate bill insert or direct mail piece notifying customer forty-five (45) days prior to discontinuing operations.

4. Courtesy Cable Modem Service: Comcast shall continue to make available through its Cable System high speed Internet access services (“Cable Modem Service”), at no cost, to all public and private schools, public libraries, and County buildings currently receiving such service at no cost. The commitment in this subsection shall continue in effect for up to, but no longer than, twenty-four (24) months from the Effective Date of the Franchise Agreement. Such Cable Modem Service will consist of one (1) service connection including a cable modem.

Any facility receiving such service under this subsection 4 shall be responsible for the provision, maintenance, updating and replacing as necessary of any hardware, such as personal computers and related equipment, required for access to such Cable Modem Service, as well as the cost of installing additional outlets if so requested.



Calvert County Administrator
October 12, 2018

- 5. PEG HD: Comcast shall make available one (1) PEG Access Channel in High-Definition (“HD”) format for the County’s use within nine (9) months of the Effective Date of the Franchise Agreement, or September 30, 2019, whichever is later. The HD PEG Access Channel shall be a rebroadcast of the County’s Standard Definition (“SD”) PEG Access Channel existing as of the Effective Date of the Franchise Agreement. Comcast shall carry all components of the PEG Channel signal including, but not limited to, video, audio, stereo, and closed captioning. Comcast shall also carry the PEG SD Channel simultaneously in format until SD channels are no longer provided over the Cable System. The County shall be responsible for providing the PEG Access signal in a HD format acceptable to Comcast to the PEG Access origination location demarcation point. Consistent with the Franchise Agreement, Comcast shall monitor SD and HD PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System’s commercial channels; provided, however, that Comcast is not responsible for the production quality of PEG Access Programming.

The County acknowledges that HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers or the County beyond the one (1) HD Converter at the Access Origination point as provided in accordance with Section 7.4(d) of the Franchise Agreement.

This letter agreement shall be coterminous with the Franchise Agreement and shall terminate upon any future renewal or expiration of the Franchise Agreement, or any future renewal, or in the event the Franchise Agreement is terminated prior to expiration, or renewal is denied in accordance with applicable law.

Intending to be bound hereby, the party’s signatures are affixed below.

COUNTY OF CALVERT

By: _____

Name: _____

Title: _____

Date: _____



Calvert County Administrator
October 12, 2018

COMCAST OF MARYLAND, LLC.

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____