

**Bill No. 03-24
As Amended**

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 03-24

Introduced by Council Member Miller and Council President Wagner

Legislative Day No. 03-12 Date May 6, 2003

AN ACT to renew the nonexclusive cable television franchise for Clearview Partners to operate in the County, to incorporate the terms of the franchise renewal agreement into this Act; and generally relating to the renewal of the cable television franchise agreement for Clearview Partners.

By the Council, May 6, 2003

Introduced, read first time, ordered posted and public hearing scheduled

on: June 3, 2003

at: 6:15 p.m.

By Order: Mary Kate Herbig, Acting Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on June 10, 2003, and concluded on June 10, 2003.

Mary Kate Herbig, Acting Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

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1 WHEREAS, The County Council, pursuant to Chapter 235 of the Harford County Code
2 and Article 25A, section 5(B) of the Annotated Code of Maryland, is authorized to grant one or
3 more nonexclusive franchises to operate a cable television system within the County; and

4 WHEREAS, By County Council Bill 88-29, the County Council of Harford County,
5 Maryland granted a nonexclusive franchise to Clearview CATV (now known as Clearview
6 Partners); and

7 WHEREAS, Clearview Partners has contacted the Harford County Council requesting a
8 renewal of the franchise agreement for a period of 15 years; and

9 WHEREAS, The County Council held a public hearing on June 3, 2003 for the
10 purpose of providing an opportunity for all interested parties to participate; and

11 WHEREAS, The Council finds that Clearview has substantially complied with the
12 material terms of its current franchise and with both County and federal law; and

13 WHEREAS, The Council has determined that it is in the best interest of the citizens of
14 the county to renew the cable television franchise of Clearview Partners on the terms and
15 conditions set forth in the attached franchise agreement.

16 NOW THEREFORE

17 Section 1. Be It Enacted By the County Council of Harford County, Maryland, That:

18 A. Clearview Partners is granted a renewal of its current nonexclusive franchise to
19 construct, operate, maintain and reconstruct a cable television system within the county for a
20 period of 15 years from the effective date of this Act.

21 B. The County Executive and County Council expressly reserve the right at all times to

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1 exercise, in the interest of the public, full superintendence, regulation, and control in respect to
2 all matters connected to this grant, consistent with the provision of the attached Renewal
3 Franchise Agreement, THE ATTACHED MEMORANDUM OF UNDERSTANDING, and to
4 the full extent permitted by federal law.

5 C. The Renewal Franchise Agreement ~~attached hereto~~ IS AND THE MEMORANDUM
6 OF UNDERSTANDING, BOTH OF WHICH ARE ATTACHED HERETO, ARE incorporated
7 and made a part of this Act.

8 Section 2. And Be It Further Enacted, That Council Bill 88-29 is hereby repealed.

9 Section 3. And Be It Further Enacted, That this Act shall take effect 60 calendar days after it
10 becomes law, contingent on the signing of the attached Renewal Franchise Agreement AND
11 THE ATTACHED MEMORANDUM OF UNDERSTANDING by the authorized
12 representatives of Clearview Partners and the County, and if the Renewal Franchise Agreement ~~is~~
13 AND THE MEMORANDUM OF UNDERSTANDING ARE not signed, this Act shall be null
14 and void without the necessity of further action by the County Council.

EFFECTIVE: September 2, 2003

*The Acting Council Administrator does hereby certify
that fifteen (15) copies of this Bill are immediately available
for distribution to the public and the press.*

Mary Kate Hendry
Acting Council Administrator

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HARFORD COUNTY BILL NO. 03-24

Brief Title) Franchise Renewal Agreement – Clearview Partners

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Mary Kate Herbig
Acting Council Administrator

Date June 11, 2003

ENROLLED

Robert S. Haynie
Council President

Date June 11 03

BY THE COUNCIL

Read the third time.

Passed: LSD 03-17

Failed of Passage: _____

By Order

Mary Kate Herbig
Acting Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 12th day of June, 2003 at 3:00 p.m.

Mary Kate Herbig
Acting Council Administrator



BY THE EXECUTIVE

COUNTY EXECUTIVE

APPROVED: Date _____

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within twenty-one(21) days of its presentation, becomes law on July 3, 2003

EFFECTIVE: September 2, 2003

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HARFORD COUNTY RENEWAL FRANCHISE AGREEMENT

THIS AGREEMENT, executed this 11th day of September, 2003, between Harford County, Maryland, and Clearview Partners, a corporation organized and existing under the laws of the State of Maryland, having its principal office at 109 East Jarrettsville Road, Forest Hill, Maryland, hereinafter called "Company".

Section 1. (TITLE) This Agreement shall be known and may be cited as the "HARFORD COUNTY RENEWAL FRANCHISE AGREEMENT".

Section 2. (DEFINITIONS)

(a) "Act" shall mean the Cable Communications Policy Act of 1984, as may be amended from time to time.

(b) "Cable System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the County, with the exception of those facilities specifically excluded under Section 602 of the Cable Communications Policy Act of 1984.

(c) "Code" shall mean the Harford County Code.

(d) "Company" is a grantee of rights under this non-exclusive renewal franchise agreement.

(e) "Streets" shall mean and include all public streets, rights-of-way and roads owned by or under the jurisdiction of the County.

(f) "Subscriber" shall mean any person or entity receiving for any purpose cable service from the cable system of the Company.

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(g) "Council" shall be the County Council of Harford County, Maryland.

(h) "County" shall be Harford County, Maryland, a body corporate and politic of the State of Maryland.

(i) "Gross Subscriber Revenue" shall include only those revenues derived from the monthly service charge fees paid by subscribers for regular cable television, including the transmission of broadcast signals and access and origination channels, if any, and premium or pay television channels. As specified by the Federal Communications Commission (FCC), "gross subscriber revenues" shall not include any revenues derived from reimbursement of expenses in the operation of any access channels, advertising, leasing of cable channels, programs for which per-channel or per-program charges are made, furnishing other communications and nonbroadcast services, either directly or as a carrier for another party, or any other income derived from the system.

(j) "Federal Communications Commission" or "FCC" is the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

(k) "County Channels" shall be those channels on the system which are used or are reserved for the use by the County as it shall use its discretion pursuant to the terms of this Agreement.

Section 3. (FRANCHISE) The County hereby grants a non-exclusive franchise renewal to the Company for the installation, operation, maintenance, and extension of a cable system

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within the boundaries of the County as the same may hereafter be extended, for providing cable service to the residents of the County, upon the terms and conditions and subject to the limitations herein set forth.

Section 4. (ANNEXATION) Upon the annexation of any territory to the County contiguous to the franchise renewal areas as defined in Section 3, above, the portion of any cable system of the Company that may be located or operated within said territory shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder.

Section 5. (COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES) The Company shall, at all times during the life of this franchise renewal, be subject (i) to the terms of this Agreement, (ii) to all lawful exercise of the police power by the County, (iii) to such reasonable regulations as the County shall hereafter by resolution or ordinance provide, which are not expressly forbidden by or inconsistent with the provisions of the Act, and (iv) to all other applicable laws, rules and regulations now in effect or hereafter adopted.

Section 6. (LIABILITY OF COMPANY) In accordance with Section 235-18 of the Code, the Company shall indemnify and save the County and its agents and employees harmless from any and all claims for personal injuries or property damage, and any other claims and costs, including counsel fees, expenses of investigation and litigation of claims and suits thereon, which may arise from the installation and/or operation of the Company's cable system. In case suit shall be filed against the County, either independently or jointly with said Company, to cover for any of said claims or damages, said Company, upon notice to it by the County, shall defend the

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County, its agents and employees, against said action, and, in the event of a final judgment being obtained against the County, either independently or jointly with the Company, the Company will pay said judgment and all costs and hold the County harmless therefrom. For this purpose, Company shall carry and at all times maintain on file with the Council Administrator, and at all times keep in force, a public liability policy or policies in the name of the Company and the County, as their respective interests may appear, insuring Company and County against any and all liability arising from the installation or operation of the cable system, which policy or policies shall be approved by the Council Attorney. Such liability policy or policies shall not be less than \$500,000.00 for damage to property in any one accident, and not less than \$1,000,000.00 for injury or death to any one person, and not less than the sum of \$2,000,000.00 for injury or death to all persons affected by any one accident. The Company shall also carry Workers' Compensation Coverage for all of its employees subject to such coverage and shall submit to the Council Administrator a certificate of insurance showing that Workers' Compensation Coverage is in effect. Such policies of insurance shall be by a company licensed to do business in the State of Maryland.

Section 7. (PAYMENT TO THE COUNTY) In accordance with Section 235-13 of the Code, the Company shall pay annually a franchise fee to the County during the life of this franchise renewal, said franchise fee to be in the amount of 3% of the Company's total gross subscriber revenues per year, as derived from operations in the County. The franchisee fee shall be due and payable on or before March 15 of each and every year, for the period covering the

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previous calendar year.

Section 8. (EXAMINATION OF COMPANY RECORDS) In accordance with Section 237-17 of the Code, the Company shall keep full, complete and accurate books of accounts and records of the business and operations in the County and shall maintain those records at the Company's office in the County.

The County or its duly authorized representatives shall have access to all of the records described above. The Company shall provide such access between the hours of 9:00 A.M. and 5:00 P.M., upon receipt of forty-eight (48) hours prior notice.

Section 9. (SERVICE STANDARDS) In accordance with Sections 235-9, 235-10, 235-11 and 235-14 of the Code, the Company shall, during the continuance of this franchise renewal, provide facilities and service sufficient to meet the needs of the public and shall maintain its facilities and service up-to-date and in keeping with technical progress. The Company shall maintain, operate and render efficient service in accordance with the Act, the Code, and under such rules, regulations and standards as are from time to time established by the County or by any Federal or State agency having jurisdiction. The cable system shall be installed and maintained in accordance with good engineering practices. All construction must be done in a good and workmanlike manner, free of defects which may be a hazard to life and limb, and in conformance with the standards set forth in the National Electric Safety Code. The following additional service standards shall apply to the franchise granted under this Agreement:

(a) Notice of Interruption for Repairs. Whenever it is

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necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall attempt to do so at such times as shall cause the least amount of inconveniences to its customers, and unless such interruption is unforeseen and immediately necessary, it shall attempt to give reasonable notice thereof to its customers.

(b) Interference. Subject to Federal technical standards, the company shall at all times operate the cable system so as not to adversely affect or interfere with existing radio and television reception and shall prevent radiation from the Company's cable system to antennas located in the County.

(c) Complaints. In accordance with Section 235-11 B of the Code, the Company agrees to respond to and investigate all complaints received from its subscribers within the County and to resolve said complaints in an efficient and timely manner if at all technically and reasonably possible, and the Company's agents or employees shall be available for such purpose in the County.

Section 10. (OFFICE) In accordance with Sections 235-11 B and 235-17 of the Code, so long as it continues to operate the system, or any portion thereof in the County, the Company shall maintain a principal office in the County and hereby designates such office as the place

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where all legal notices, directions, orders and requests may be served or delivered pursuant to the terms of this agreement. The Council shall be immediately notified of the location of such office or any change thereof.

When the office is not open, maintenance or service calls will be taken by the Company's 24 hour answering service.

Section 11. (TRANSFER OF FRANCHISE) In accordance with Section 235-25 of the Code, the franchise renewal granted hereunder shall be a privilege to be held for the benefit of the public. The Company's right, title and interest in the franchise shall not be sold, transferred or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Company, without the prior consent of the Council, such consent to be determined by the Council to be in the best interest of the public. In the event that the Company seeks the Council's consent for an assignment, the Council shall act by resolution upon said request within 60 days of request or the assignment shall be considered to be approved automatically. A change, transfer, sale or assignment of more than 5% of the ownership or control of the Company shall be considered to be a sale, transfer or assignment of the franchise requiring Council approval. No such consent shall be required, however, for a transfer in trust, by mortgage, by hypothecation, or by assignment of any rights, title, or interest of Company in the Franchise of cable system in order to secure indebtedness incurred to construct and operate the system.

Section 12. (CONDITIONS ON STREET OCCUPANCY) The following conditions shall apply to street occupancy by the Company:

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(a) Use. All transmissions and distribution structures, lines and equipment erected by the Company within the County shall be located with the approval of the Council and shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners who use the streets of the County. Upon request, the Company shall furnish the County with a map showing the cable system in sufficient detail to assure the County of being currently advised as to the location of the cables. Upon request and in accordance with Section 235-16 of the Code, it shall be the responsibility of the Company to keep the County advised of any and all changes, additions and removals to the cable system except for the individual subscriber's connection wires.

(b) Restoration. In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own costs and expense, replace and restore all paving, sidewalk, driveway or surface of any street disturbed in as good condition as before said work was commenced.

(c) Relocation. In the event at any time during the term of a franchise renewal granted hereunder, the County shall lawfully elect to alter or change the location or grade of any street, road or other

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public way or if in the opinion of the Council a pole or pole line interferes with the necessary convenience of the County or a property owner, then upon reasonable notice by the County, the Company shall remove, relay and relocate its poles, wires and cables or other cable system fixtures at its own expense.

(d) Tree Trimming. In accordance with Section 235-9 K of the Code, the Company shall have the authority to trim trees upon and overhanging streets, roads and public places of the County so as to prevent the branches of such trees from coming in contact with wires and cables of the Company. All trimming to be done shall be at the expense of the Company.

(e) Use of Poles and Fixtures. The Company agrees that it will upon request furnish a copy of any contract entered into with any public utility for the use of their poles by the Company and setting forth the terms, conditions and duration of said contract. The Company agrees that the copy of the aforementioned contract will be filed upon request with the Council Administrator prior to starting any installation of wires or other facilities on County streets or rights-of-way under the franchise.

(f) Removal of drop wires from premises of Subscribers. The

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Company shall, on request of any subscriber, promptly remove all drop wires and installation from the premises of such subscriber.

(g) Removal of wires, poles and installations from the County streets. The Company shall remove or cause to be removed from the streets, roads and public ways of the County, and from all public property, all of the wires, poles and installations of any kind or nature whatsoever which have been installed under the authority of the franchise renewal granted hereunder upon the termination of the franchise or upon cessation of operation under the franchise by the Company, its successors or assigns, for any reason whatsoever.

Section 13. (COUNTY CHANNEL) The Company, at its own expense, shall continue to maintain a dedicated cable line from its distribution facility to the Harford County Community College for the purpose and exclusive use of a dedicated county channel for non-commercial programming as the County may direct.

Section 14. (REPORTS REQUIRED) In accordance with Section 235-16 of the Code, for the purpose of administering this Agreement, the Company shall, concurrent with the payment of the fee specified in Section 7 hereof, file a verified statement of the gross subscriber revenues received from the subscribers in the County for the preceding fiscal year.

Section 15. (LINE EXTENSION POLICY) The Company shall service any location that has 30 homes per linear mile, or fraction thereof, and is within 300 feet of and contiguous to an

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existing distribution or trunk cable line. However, the Company is not required to provide service to any area that is being served by any other cable television company that holds a franchise from the Council.

The Company shall also provide free basic cable television service and installation to an outlet within public and private schools, firehouses or county buildings, provided that such locations are within 300 feet of any trunk or distribution cable line.

Section 16. (TERM OF FRANCHISE) The franchise renewal and rights herein granted shall take effect upon the filing and written acceptance of the terms of the franchise renewal by the Company with the Council Administrator and upon the termination of Company's current franchise and shall continue in full force for a term of 15 years from the date of the filing of said acceptance or termination of Company's current franchise, whichever is last to occur.

Section 17. (DEVELOPMENT OF AND ACCESS TO CABLE SERVICE) The Company shall not deny access of cable service to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides, provided such area meets the Company extension policy.

Section 18. (NOTICE OF VIOLATION) In the event that the Council believes the Company has not complied with the terms of this franchise renewal, it shall notify the Company of the exact nature of the alleged non-compliance. Company shall have 30 days from a certified receipt of the notice to respond to the Council to cure such default or, in the event that by the nature of default, such default cannot be cured within the 30 day period, to initiate reasonable

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steps to remedy such default and notify the Council of the steps being taken and the projected date that they will be completed.

Section 19. (MATTER OF NOTICES) Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Council or Company shall be in writing, and shall be deemed to have been duly given to the required party 5 business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U. S. Postal Service.

Section 20. (SECURITY FUND) In accordance with Section 235-19 of the Code, within 90 days after the signing of the Agreement, the Company shall deposit with the County the sum of \$5,000.00, which shall remain in full force and effect throughout the term of this Renewal Franchise Agreement to guarantee the payment of all sums which may become due to the County under this Renewal Franchise Agreement, including the removal of attachments upon termination of this Renewal Franchise Agreement by any of its provisions, and such money shall guarantee to the County the performance by the Company of all the provisions of this Renewal Franchise Agreement and all laws, rules and regulations herein permitted to be adopted and enforced. The County shall not make a claim against such money unless it has a reasonable belief that Company has violated this Agreement or may be financially unable to pay the franchise fees due hereunder. In addition, the Company shall maintain and file with the Council Administrator annually, during the entire term of this franchise, a corporate surety bond or other adequate surety

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agreement in the amount of \$20,000.00 with a surety qualified to do business in the State of Maryland and approved by the Council Attorney. The bond or agreement shall be conditioned upon the faithful performance of the terms of this franchise by the Company and shall be further so conditioned that in the event the Company shall fail to comply with any law, ordinance or regulation regulating the franchise, there shall be recoverable jointly and severally from the principal and surety any damages or loss or costs suffered or incurred by the County as a result thereof, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default up to the full principal amount of such bond. Said condition shall be a continuing obligation during the entire term of such franchise renewal and thereafter until the Company shall have satisfied in full any and all obligations to the County which arise out of or pertain to this Franchise Renewal Agreement. Neither the provisions of this section nor any bond accepted by the County pursuant thereto, nor any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Company, or limit the liability of the Company under any franchise or for damages, to the full amount of the bond. The bond shall contain the following endorsement:

It is hereby understood and agreed that this bond may not be canceled nor the intention not to renew be stated until 30 days after receipt by the Council Administrator, by registered mail, of a written notice of such intent to cancel or nonrenewal.

Two copies of all bonds, or certified copies thereof, and written evidence of payment of

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required premium shall be approved by the Council Attorney and filed and maintained with the Council Administrator during the term of the franchise renewal as granted hereunder, or any renewal thereof.

Section 21. (ACCEPTANCE OF FRANCHISE RENEWAL) This Agreement shall constitute a contract between the County and the Company for all the uses, services and purposes set forth herein, and the Company, by its acceptance of the provisions of this Agreement, binds itself to provide the necessary cable system and to establish, operate and maintain the cable system contemplated by this Agreement continuing without substantial interruption except for causes beyond its control until the expiration of the term of this grant.

Section 22. (CONFLICTS WITH THE ACT AND THE CODE) The County and the Company recognize that this Renewal Franchise Agreement imposes certain burdens and obligations on the Company that are greater than those imposed by the Act or the Code, and the Company agrees to be bound by these greater burdens and obligations. It is not the intent of this Renewal Franchise Agreement to impose burdens and obligations on the Company that are less than those imposed by the Act or the Code, and in the event that any part of this agreement imposes a lesser burden or obligation on the Company than a provision of the Act or the Code, the Act or the Code shall control.

Section 23. (SEVERABILITY) If any sentence, clause, section or part of this Renewal Franchise Agreement is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining

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sentences, clauses, sections or parts of this Agreement. It is hereby declared as the intent of the Council that this Renewal Franchise Agreement would have been enacted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

WITNESS the hands and seals of the parties the day and year first above written.

HARFORD COUNTY, MARYLAND

By: _____
James M. Harkins
County Executive


CLEARVIEW PARTNERS

By: 
William B. Domurad
CEO

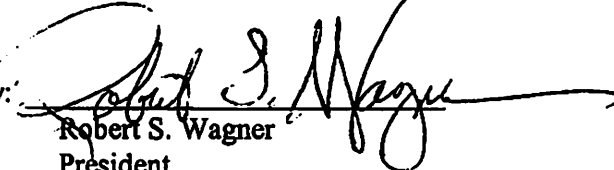
APPROVED FOR LEGAL SUFFICIENCY

By: _____
A. Frank Carven, III
County Attorney

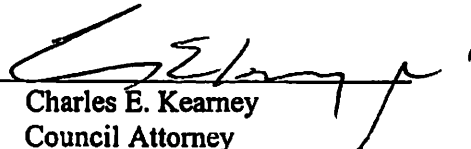
ATTEST

By: 
Douglas A. Nace
General Manager

COUNTY COUNCIL OF HARFORD COUNTY

By: 
Robert S. Wagner
President

APPROVED FOR LEGAL SUFFICIENCY

By: 
Charles E. Kearney
Council Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made this 11th day of September, 2003 by and between Harford County, Maryland (hereinafter referred to as "County") and Clearview CATV (now know as Clearview Partners) (hereinafter referred to as "Company"). WITNESSETH:

WHEREAS, by County Council Bill 88-29, the County Council of Harford County, Maryland renewed an existing franchise and awarded a nonexclusive franchise to Clearview Partners; and

WHEREAS, Clearview Partners has contacted the Harford County Council requesting renewal of the franchise agreement for a period of fifteen (15) years; and

WHEREAS, the parties desire to enter into a Harford County Renewal Franchise Agreement; and

WHEREAS, a Harford County Renewal Franchise Agreement has been appended to Bill 03-24 introduced on May 6, 2003; and

WHEREAS, the County and the Company desire to amend and supplement the aforesaid Harford County Renewal Franchise Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective successors and assigns as follows:

1. Since the grant of the original franchise in 1988, Company has continued to meet and exceed the technical requirements of the Franchise Agreement. Company agrees to continue its course of system upgrade in a commercially reasonable manner. It is anticipated that such upgrades

will occur within twenty-four (24) months and will include but not be limited to providing service enhancements and advanced cable services to the citizens of Harford County consisting of:

- a. Enhanced service reliability, improved picture quality and improved audio quality;
- b. High speed internet access featuring high speed service over cable modems;
- c. Digital cable television featuring enhanced premium and pay-per-view options which will also enable interactive cable television.

2. The Company shall provide, as it is introduced commercially to surrounding areas, service to county governmental buildings and facilities in their service area and not currently served by another franchise as follows:

- a. Harford County Public Schools. The Company shall provide unlimited cable modem service free of charge to all Harford County Public School buildings used for instructional purposes located within three hundred (300) feet of the activated cable trunk if in their franchise and service area. The cable modem service shall consist of up to five (5) service connections, including a cable modem and interface network cards, at a location to be determined by the school administration for each school. No charge shall be made for the installation or service.

- b. Harford County Public Libraries. The Company shall provide cable modem service to all Harford County Public Libraries located within three hundred (300) feet of an activated cable trunk if in their franchise and service area. The cable modem system shall consist of at least one (1) service connection, including one (1) cable modem and interface network card for each library. No charge shall be made for the installation or service.

- c. Harford County Council Offices. The Company shall provide cable modem services to the Council offices if in their franchise and service area. The cable modem service shall

consist of a total of eight (8) service connections, including cable modems and interface network cards, one (1) for each council office and one (1) staff office. No charge shall be made for the installation or service.

d. Office of the Harford County Executive. The Company shall provide cable modem services to the Office of the Harford County Executive if in their franchise and service area. The cable modem service shall include two (2) service connections, including cable modems and interface network cards. No charge shall be made for the installation or service.

e. Private schools licensed by the State of Maryland and having at least two hundred (200) full-time students. The Company shall provide for each private school in their franchise and service area, within three hundred (300) feet of an activated cable truck, the same equipment and services provided to public schools as described in paragraph 2a above.

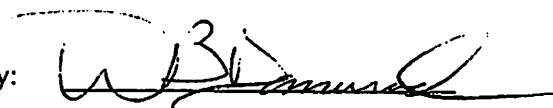
3. The County and the Company intend that this Memorandum of Understanding shall supplement and be part of the Harford County Renewal Franchise Agreement appended to Bill 03-24 introduced on May 6, 2003

WITNESS the hands and seals of the parties the day and year first above written.

HARFORD COUNTY, MARYLAND

CLEARVIEW PARTNERS

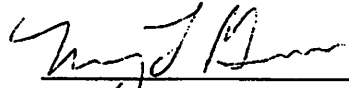
By: _____
James M. Harkins
Harford County Executive

By:  _____

APPROVED FOR LEGAL SUFFICIENCY

ATTEST:

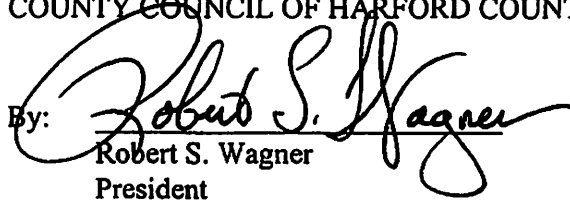
By:



A. Frank Carven, III
County Attorney

COUNTY COUNCIL OF HARFORD COUNTY

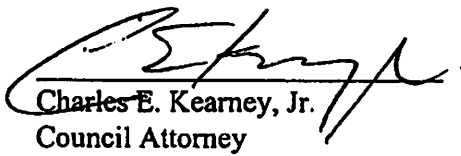
By:



Robert S. Wagner
President

APPROVED FOR LEGAL SUFFICIENCY

By:



Charles E. Kearney, Jr.
Council Attorney