



AGENDA

McDUFFIE COUNTY BOARD OF COMMISSIONERS

October 31, 2022 at 6:30 PM

Government Center Meeting Room

COMMISSIONERS' WORK SESSION

WELCOME & CALL TO ORDER

Chairman Newton

INVOCATION & PLEDGE OF ALLEGIANCE

DISCUSSION ITEMS

- 1. Discussion Concerning Schedule of Fees.**
- 2. Discussion Concerning Holiday Supplement.**
- 3. Discussion Concerning Resolution 22-14; Victim of Crime Act (VOCA) Program.**
- 4. Discussion Concerning Job Descriptions.**
- 5. Discussion Concerning Additional Funding for TIA Budget.**
- 6. Discussion Concerning Broadband.**
- 7. Discussion Concerning Equipment Surplus.**
- 8. Discussion Concerning FY23 Proposed Budget.**

ADJOURNMENT



SCHEDULE OF FEES

2023

FEE SCHEDULE CHANGES

	2022	2023
ADMINISTRATION		
<u>Animals Adopted Out</u>		
Kittens	\$20.00	Deleted
EMS/FIRE		
Mileage (Per Mile)	\$15.50	\$17.00
<u>Fire Prevention Bureau Fees</u>		
<u>Plans Review</u>		
Construction	\$200.00 For First 10,000 Sq. Ft. + 02 Sq. Ft. After 10,000 Sq Ft.	Moved from Planning & Zoning
Sprinkler	\$150.00 For First 10,000 Sq. Ft. + \$.02 Per Sq. Ft. After 10,000 Sq. Ft.	Moved from Planning & Zoning
Fire Alarm	\$150.00 For First 10,000 Sq. Ft. + \$.02 Per Sq. Ft. After 10,000 Sq. Ft.	Moved from Planning & Zoning
Resubmittals		\$50.00
Site Plan Review		\$150.00
Commercial Hood (Cooking)		\$150.00
Paint Booth		\$150.00
Hazardous Material		\$150.00
Other/Misc		\$150.00
<u>Inspections</u>		
Annual, Complaint and Request & 1st Follow Up		No Charge
Second Follow Up		\$100.00
Third Follow Up		\$150.00
Fourth Follow-Up		\$200.00
Fifth and Subsequent Follow Up		Increases \$100 each time
<u>Various</u>		
False Alarm		3rd-\$100.00, 4th-\$250.00, 5th-\$500.00 & Each thereafter (Per Calendar Year)
Fire Works Stand Inspection		\$50.00
Fire Works Stand Permit		State Law \$500.00
Business License Fire Inspection		\$50.00
Open Air/Special Event/Temp Membrane/Tent		\$50.00
After Hours		\$200.00
Fire Flow Test (Hydrant Testing) Witnessing		\$75.00
Expedite on Plan Review		\$500.00 In addition to the initial plan review fe

FEE SCHEDULE CHANGES

	2022	2023
Certification Inspections		\$100.00 Includes: Personal Care Homes & Day Cares not under State FM
Fire Works Display		\$100.00
Fire Watch		\$35.00 Per Hour-Minimum 4 hours
<u>Haz-MAT/Non-Resident Cost Recovery Fee</u>		
Level 1		\$400.00
Level 2		\$500.00
Level 3		\$1,000.00
Level 4		\$1,500.00
Level 5		\$2,000.00

PLANNING & ZONING

Accessory Equipment

**(Commercial, Industrial, Multi-Family, Existing
Single Family Additions, Accessory
Structures or Equipment)**

Fire Sprinkler Systems	\$150.00 For 0-10,000 Sq. Ft. + \$.02 Per Sq. Ft. After 10,000 Sq. Ft. (Plan Review)	Moved to Fire Department
Fire Alarm System (Commercial)	\$150.00 For 0-10,000 Sq. Ft. + \$.02 Per Sq. Ft. After 10,000 Sq. Ft. (Plan Review)	Moved to Fire Department
Pools	\$50.00 (Plan Review and Inspection)	\$100.00 (Plan Review and Inspection)
Permanent Sign 0-300	\$150.00 (Require Separate Electrical Permit)	
Permanent Sign 301 Square Feet & Above		\$800.00

Commercial Building Permit Scale

**Note Commercial Fees Includes Plan Review
Inspection, Plus One Follow Inspection on
Same type Inspection**

Commercial Plan Review & Structure Inspection	\$200.00 For First 10,000 Sq. Ft. & \$.02 Per Sq. Ft. After	Moved to Fire Department
Commercial Fire Alarm Plan Review	\$150.00 For First 10,000 Sq. Ft. & \$.02 Per Sq Ft. After	Moved to Fire Department
Commercial Fire Sprinkler System Plan Review	\$150.00 For First 10,000 Sq. Ft. & \$.02 Per Sq Ft. After	Moved to Fire Department

Construction Work Found Without Permit issued

Commercial Structure	\$1000.00 Plus Double Permit Fee	\$200.00 Plus Double Permit Fee
Residential Structure	\$500.00 Plus Double Permit Fee	\$100.00 Plus Double Permit Fee

FEE SCHEDULE CHANGES

	2022	2023
<u>Electrical Permit Fee Scale</u>		
Generators	No Charge	\$75.00-Residential, \$100.00-Commercial
<u>Planning/Zoning Fees</u>		
Site/Civil Plan Review (Commercial, Industrial, Multi-Family, Assembly, \$250.00 (Project Size: 1.0 Ac. +)		\$400.00 (Projects Greater than 1.0 Acre); Resubmittal \$200.00
Site/Civil Plan Review (Commercial, Industrial, Multi-Family, Assembly, \$100.00 (Less than 1.0 Ac.)		\$250.00 (Projects Less than 1.0 Acre); Resubmittal \$150.00
Zoning Change-Single Lot	\$400.00 Per Lot	\$500.00 Per Lot
Zoning Change-For PUD/ Subd/Etc.	\$0.00	\$800 (Addition, To Correct Fee Schedule
Zoning Verification Letter		\$25.00
<u>SHERIFF'S DEPARTMENT</u>		
Inmate housing Thomson Police Department (Per Day)	\$10.00 per day, plus clerical support**	\$15.00 per day, plus clerical support**
Inmate Housing Other Local Agencies (Per Day)	\$35.00	\$40.00
<u>LANDFILL SURCHARGE</u>		
Surcharge (Per Ton)	\$1.00	\$2.00
Inert Landfill (Per Ton)		\$3.00

ADMINISTRATION

Alcoholic Beverage Tax

Distilled Spirits-Per Liter	\$0.22
Wine-Per Liter	\$0.22
Malt Beverage-(Barrel or bulk container, not more than 15 ½ Gallons and a proportionate tax at the same rate on all fractional Parts of 15 ½ gallons sold	\$6.00
Malt Beverage-(Bottles, cans, or other containers, except barrel or bulk containers, a tax of \$0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces)	\$0.05

Energy Excise Tax

Energy Excises Tax (All Manufacturers)	\$0.02
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ANIMAL SHELTER

Animal Adopted Out

Kittens	\$15.00
Cat	\$25.00
Puppy	\$25.00
Dogs	\$40.00

Animals Adopted In

In County	\$0.00
Out of County	\$20.00

Other Fees

Reclaim Fee	\$40.00
Reclaim Fee each additional night	\$5.00

***There is an additional \$3.00 charge for each additional animal for out of county animals adopted in.**

COMMISSIONERS

Copies	\$0.25
Open Records Requests	\$.10 Per Copy + Personnel Costs

***Open Records Requests are 10 cents per copy plus the cost it takes to process the information for the request. Cost associated with open records requests is for personnel salary and time spent gathering the information.**

E-911

Landline	\$1.50
Wireless	\$1.50
Prepaid Wireless	\$1.50

EMS/FIRE

Ambulance Service

Ambulance Service Contract	\$9166.67
Basic Life Support Emergency	\$625.00
Basic Life Support Non-Emergency	\$625.00
Advanced Life Support Emergency	\$800.00
Advanced Life Support Emergency 2	\$800.00
Mileage (Per Mile)	\$17.00

Fire

CPR Fees	\$35.00
Caregiver Fire Safety Training Course	\$10.00

Fire Prevention Bureau Fees

Construction	\$200 for first 10,000 Sq. Ft +\$.02 Sq. Ft. After \$10,000 Sq. Ft.
Fire Sprinkler Systems	\$150 for first 10,000 Sq. Ft +\$.02 Per Sq. Ft. After 10,000 Sq. Ft.

Fire Alarm System	\$150.00 for first 10,000 Sq. Ft. + \$.02 Per Sq. Ft. After 10,000 Sq. Ft.
Resubmittals	First no charge, \$100.00 per Submittal there after
Site Plan Review	\$50.00
Commercial Hood (cooking)	\$150.00
Paint Booth	\$150.00
Hazardous Material	\$150.00
Other/Misc.	\$150.00
<u>Inspections</u>	
Annual, Complaint and Request & 1 st Follow-up	No charge
Second Follow-up	\$100.00
Third Follow-up	\$150.00
Fourth Follow-up	\$200.00
Fifth and Subsequent Follow-up	Increases \$100.00 each time
<u>Various</u>	
False Alarm	3 rd -\$100.00, 4 th -\$250.00, 5 th - \$500.00 & Each thereafter (Per Calendar Year)
Fireworks Stand Inspection	\$50.00
Fireworks Stand Permit	\$500.00 (State Law)
Business License Fire Inspection	\$50.00
Open Air/Special Event/Temp membrane/Tent	\$50.00
After Hours	\$200.00

Fire Flow Test (Hydrant Testing) Witnessing	\$75.00
Expedite on Plan Review	\$500.00 In addition to the Initial Plan Review Fee
Certification Inspections	\$100.00 Includes: Personal Care Homes & Day Cares not under State FM
Fireworks Display	\$100.00
Fire Watch	\$35.00 Per Hour-Minimum 4 hours

HAZ-MAT/Non-Resident Cost Recovery Fee

Level 1	\$400.00
Level 2	\$500.00
Level 3	\$1000.00
Level 4	\$1500.00
Level 5	\$2000.00

Commercial Building Permit Scale

Commercial Plan Review & Structure Inspection	\$200.00 for First 10,000 Sq. Ft. & \$.02 Per Sq. Ft After
Commercial Fire Alarm Plan Review	\$150.00 for First 10,000 Sq. Ft. & \$.02 Per Sq. Ft. After
Commercial Fire Sprinkler System Plan Review	\$150.00 for First 10,000 Sq. Ft. &.02 Per Sq. Ft. After

LANDFILL SURCHARGE

Surcharge (Per Ton)	\$2.00
Inert Landfill (Per Ton)	\$3.00

MEALS ON WHEELS

Meals on Wheels Senior Lunch	\$1.00
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PLANNING & ZONING ADMINISTRATION

Planning/Zoning Fees

Variance	\$250.00/One or More Variances/ Single Lot (Double fee if work has already begun)
Special Exception	\$250.00 Includes Any Variance Single Lot
Zoning Change-Single Lot	\$500.00 Per Lot
Zoning Change-For PUD/Subdivision/Etc.	\$800.00
Text Change	Ordinance-1X (3.6) (B)-\$200.00 Base Fee
Future Land Use Map	Ordinance-1X (3.7) (B)-\$300.00/\$150.00 Base Fees
Zoning Verification Letter	\$25

Plan Review

Site/Civil Plan Review (Residential Subdivision)	\$25.00 Per Lot (\$500.00 Min/ \$4000.00Max.)
Site/Civil Plan Review (Commercial, Industrial, Multi-Family Assembly, etc.)	\$400.00 (Projects greater Than 1.0Acre); Resubmittal \$200.00
Site/Civil Plan Review (Commercial, Industrial, Multi-Family Assembly, etc.)	\$250.00 (Projects less than 1.0 Acre); Resubmittal \$150.00

Land Disturbance Permits

NPDES Fees	\$40.00 Per Acre to EPD; \$40.00 Per Acre to McDuffie County
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Clearing & Grading	\$75.00
Minor Land Disturbance	If NOI<than 1.0 Acre = \$125.00
Major Land Disturbance	If NOI>than 1.0 Acre = \$275.00
Building Permit Fees	

New Single- Family Residential Structures

***Note: New Single- Family Residential Structures Fees include plan review and inspections:**

Principle Structure	\$.20 Per Sq. Ft for first 2000 Sq. Ft. then .08 per Additional Sq. ft.
Residential Electrical	\$75.00 per 200-Amp Panel (See Electrical Schedule For > 200 Amp)
Residential Mechanical	\$75.00 Per Central Unit/System Installed
Residential Plumbing	\$75.00 Per First 3000 Sq. ft /\$.08 For Each Additional Square Feet
Temporary Electrical Service	\$50.00 Per Meter

Modular/Mobile Homes

Mfg./Modular Home	\$50.00 For First 2000 Sq. Ft. +\$.15/Per Sq. Ft. (Including Decks, porches, patios, etc.)
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***Does not include mechanical or electrical permit which must be permitted separately**

Mfg. Home-Electrical	\$50.00
Mfg. Home-Mechanical	\$50.00 (For Used MH Only)
Moving Permit Fee (MH & MFG.)	\$150.00

Accessory Equipment

(Commercial, Industrial, Multi-Family, Existing Single- Family Additions, Accessory Structures or Equipment)

Building Addition	\$40.00 For First 400 Sq. Ft. + \$.20 Per Sq. Ft. After
Electrical Addition	See Electrical Scale
Plumbing	(\$25.00 + \$5.00 Per Plumbing Line/Fixture
Mechanical	\$25.00 + \$.02 Per Sq. Ft of Heated/Cooled Space
Fences Over 7 Feet Tall	\$50.00 (Plan Review and Inspection)
Retaining Walls > 4 Feet Height	\$50.00 (Plan Review and Inspection)
Fuel Tanks > 5000	\$50.00 (Plan Review and Inspection) *Fuel Tanks Subject to the Commissioner of Ins. Review
Boilers	\$50.00 (Plan Review and Inspection) *Boilers Subject to the Commissioner of Insurance Review
Pools	\$100.00 (Plan Review and Inspection)
Prefabricated Pools > 24" Dept	\$25.00 (Plan Review and Inspection)
Permanent Sign (0-300 Square Feet)	\$150.00 (Require Separate Electrical Permit)
Permanent Sign (301 Square Feet and Above)	\$300.00 (Require Separate Electrical Permit)

Commercial Building Permit Scale

Note: Commercial Fees Include Plan Review, Inspection, Plus One Follow Up Inspection on Same Type Inspection.

Special Equipment Replacement/Installation	\$50.00 for first \$4000.00 Value + \$5.50 Per \$1000.00 Value
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***(Sign, Water Softener, Standby/Electrical Generator, Special vents, Lawn Sprinkler System, Mechanical, Special Equipment, Dehumidifier, Lifting Equipment, etc.)**

Construction Work Found Without Permit Issued

Commercial Structure	\$200.00 Plus Double Permit Fee
Residential Structure	\$100.00 Plus Double Permit Fee

Miscellaneous Permits

Moving Permit Fee (Non -Habitable/Industrialized Office/Carports Pre-Fab Storage Buildings)	\$50.00
Demolition Permit Fee	\$75.00
Follow Up Inspection	\$25.00

Certificate of Occupancy

Commercial Structure Certificate of Occupancy	\$125.00
Residential Certificate of Occupancy	\$25.00

Electrical Permit Fee Scale

000-200 Amp	\$75.00
201-400 Amp	\$100.00
401-600 Amp	150.00
601-800 Amp	200.00
801-1200 Amp	\$300.00
1201-2000 Amp	\$500.00
2001>	\$750.00
Meter Reset	\$50.00 (Emergency Weather Damage Reset No Charge/ Application Required)
Temporary Pole	\$50.00
Temporary Pedestal	\$50.00

Panel Upgrades	\$50.00
Smart Meter Base	No Charge
Generators	\$75.00 (Residential)
	\$100.00 (Commercial)

Temporary Events

Temporary Special Events

Temporary Special Event Permit 50-300 Occupant Event	\$75.00
Temporary Special Event Permit 301-1000	\$150.00
Temporary Special Event Permit 1001>	\$250.00

***Events sponsored by Thomson/McDuffie County are Exempted.**

Occupational Tax

Occupational Tax Certificate Fees

1-5 Employees	\$100.00
6-10 Employees	\$275.00
21-30 Employees	\$475.00
31-40 Employees	\$575.00
41-50 Employees	\$675.00
51-100 Employees	\$675.00 + \$5.00/Emp over 50
101 + Employees	\$975.00 + \$2.00/Emp over 100
Professional Flat Fee	\$275.00

***Above Fee includes the administrative fee of \$25 listed in the ordinance**

Occupational Tax Certificate Replacement Certificate	\$25.00
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Alcohol

Retail Consumption on Premises

Liquor (Each Year)	\$2500.00
Beer and Wine (First Year)	\$550.00
Beer and Wine (After First Year)	\$350.00

Retail Package

Liquor (Yearly)	\$2500.00
Beer and Wine (First Year)	\$550.00
Beer and Wine (After First Year)	\$350.00

Wholesale Package

Liquor (Yearly)	\$2500.00
Beer and Wine (Yearly)	\$350.00
Non-Profit Organizations, Temporary	\$100.00

PUBLIC WORKS

Driveway Permit	\$50.00
Animal Burial	\$125.00
Animal Burial After Hours	\$175.00

RAYSVILLE/BIG HART CAMPGROUND

Campground Rentals	\$30.00
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RECREATION

Fee Assistance Program-(Based on income level with documentation)	\$35.00
Youth Sports-Resident (Minimum of \$20.00)	\$50.00
Youth Sports-Non- Resident	\$70.00
Youth Sport Fees may be reduced on income levels	\$35.00
Adult Team Sports- Per Team (32.5 Per Person/Team of 10)	\$325.00
Basketball Open Gym Play (Adults)	\$2.00
Basketball Open Gym Play (Students)	\$1.00
Sports Camp Registration	\$10.00
Coaching Seminars	\$10.00
Gym Rental-(Per Court/Day)-Out of County Adult	\$350.00
Gym Rental-(Local AAU Teams)-Per Team/Weekly/Per Court	\$25.00
Gym Rentals-(Per Court, Hourly Rate)	\$50.00

Gym Rental-Reunions, Tournaments, Business, Receptions	\$500.00
Conference Room Rental: Minimum two hours (\$25 per hour thereafter)	\$50.00
SWP Activity Center-Meeting-\$75 for Two Hours	\$75.00
SWP Activity Center-Receptions, Showers, Reunions, Parties	\$150.00
SWP Activity Center-Teen Party (Plus 2 Security Guards @ \$15 per hour)	\$200.00 (Plus 2 Security Guards @ \$15.00 per hour, per guard)
Field Rentals-All Day Tournaments (Additional \$15 per hour per staff)	\$125.00
Field Rentals-(1 Field)-Three games or less (For Profit)	\$75.00
Event Vendor Fee	\$75.00
Program/Event Fees (Video Game, Movie Night, Dances, Etc.)	\$0.00-\$50.00
Merchandise Fees (Hats, Wristbands, Shirts, Etc.)	\$1.00-\$25.00
Program Instructor Fees (Aerobics, Zumba, Karate, Yoga, Etc.)	70/30% Split

Sponsor Fees

Donation Sponsor	\$0.00-499.00
Bronze Package	\$500.00
Silver Package	\$1000.00
Gold Package	\$2000.00
Platinum Package	\$5000.00
Concession Items	\$1.00-\$12.00

***For Youth Sports Fees may be reduced based on income levels.**

***There is an additional \$15 charge per hour for security/staff for all building rentals.**

SENIOR CITIZENS

Building Rental-(Kitchen, Dining Area, and Parlor)	\$100.00
Senior Lunch	\$1.00
Ceramics-(Paint, Glaze, and use of the Kiln)	\$4.00
Ceramics-(Kiln Only)	\$2.00

***There is an additional \$15 charge per hour for security/staff for all building rentals.**

***Each Senior Citizen is limited to two small ceramic items free per week.**

SHERIFF'S DEPARTMENT

Inmate Housing Federal- (Per Day)	\$42.00
Inmate Housing Thomson Police Department (Per Day)	\$15.00 Plus clerical support
Inmate Housing Other Local Agencies (Per Day)	\$40.00
Inmate Housing State Parole (Per Day)	\$15.00
Transportation of Inmate Federal (Per Mile)	\$.535 per mile, plus \$22.68 per Deputy per hour
Transportation of Inmate Non-Court	Determined by mileage
Fingerprinting Firearms-New Permit	\$15.00
Fingerprinting Firearms-Renewal	\$10.00
Criminal History Background Check	\$10.00
Criminal History Background Check-Housing Authority	\$5.00
Serving Alcohol Background Check	\$67.50
\$42.50 paid to GCIC	
\$15.00 Fingerprinting Charge	
\$10.00 Criminal History Check	
Bond Fee	\$20.00
Civil Case Papers	\$50.00
FI-FA (Writ of Court)	\$50.00
Fingerprinting-Electronically	\$57.50
Fingerprinting-Manually Firearms	\$15.00
Null-a- Bona	\$20.00
Subpoenas-Attorneys	\$20.00
Subpoenas-Witness	\$10.00
Sex Offender Registration Photograph (Paid to legal Organ to have Published	\$25.00
Senior Center Meals	\$2.95
Clerical Support City of Thomson (Per Month)	\$6083.33

***The City of Thomson pays \$15.00 per day for the housing of their inmates. In addition, the City of Thomson pays \$6083.33 for clerical support which serves to offset the cost associated with the housing of their inmates.**

SOLID WASTE

Commercial (Tons, minimum \$5.00 charge)	\$70.00
Passenger Car Tire (Count minimum \$5.00 charge)	\$5.00 Each, Up to 10 count
Car Tire with Rim (Count, minimum \$5.00 charge)	\$5.00
Construction & Demolition (Tons, minimum \$5.00 charge)	\$70.00
Inert Waste from City (Tons, minimum \$10.00 charge)	\$32.00
Thomson Tire (Tons, minimum charge \$10.00)	\$150.00
Car Tire in Com. Load (Count, minimum \$5.00 charge)	\$5.00
Foundry Waste-Sand/Slag (Tons, minimum \$10.00 charge)	\$70.00
Industrial (Tons, minimum \$10.00 charge)	\$70.00
Inert Material (Tons, minimum \$5.00 charge)	\$32.00
Res/Household/Commercial Haul (Tons, minimum \$5.00 charge)	\$70.00
Out of County MSW (Tons, minimum \$5.00 charge)	\$71.00
Returned Check Charge (Count, minimum \$35.00 charge)	\$35.00
Saturday Commercial Waste (Tons, minimum \$10.00 charge)	\$75.00
Saturday Auto Fluff (Tons, minimum \$10.00 charge)	\$75.00
Special Handling (tons, minimum \$10.00 charge)	\$70.00
Scrap Metal (Tons, minimum \$2.00 charge)	\$6.00
Tires Mixed (Tons, minimum \$10.00 charge)	\$385.00
Single Truck Tire (Count, minimum \$9.00 charge)	\$18.00
Truck Tire in Commercial Load (Count, minimum \$15.00 charge)	\$15.00
Pallets/Trash (Tons, minimum \$10.00 charge)	\$70.00
Equipment/Off-Road Tires (Per Ton)	\$525.00

TAX ASSESSORS

Bond Letters	\$8.00
Aerial Photos	\$8.00

Copies	\$0.25
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TRANSPORTATION

Senior Fees-Local (60 years or older)	\$2.00
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Senior Fees-Augusta (60 years or older)	\$5.00
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Senior Fees-Local (Under 60 years old)	\$6.00
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Senior Fee-Augusta (Under 60 years old)	\$12.00
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2022 Holiday Incentive

Last Name	First Name	Location	Personnel Status Code	Amount Fulltime	Amount Part time	Department Total
THOMPSON	GLORIA	1110	PT		\$25.00	
MILBURN	AUSTIN	1110	FT	\$125.00		
WILSON	SAMMIE	1110	PT		\$25.00	
FAVORS	FREDERICK	1110	PT		\$25.00	
JOPLING	WILLIAM	1110	PT		\$25.00	
NEWTON	CHARLES	1110	PT		\$25.00	\$250.00
SMITH	JASON	1320	FT	\$125.00		
CRAWLEY	DAVID	1320	FT	\$125.00		
THOMAS	RUTHIE	1320	FT	\$125.00		
WALKER	STEPHANIE	1320	FT	\$125.00		\$500.00
HALL	ELIZABETH	1400	FT	\$125.00		
ROBERTS	FIONA	1400	FT	\$125.00		
SWINT	LINNIE	1400	FT	\$125.00		
LEWIS	INDIA	1400	FT	\$125.00		
BROOKS	PHYLLIS	1400	FT	\$125.00		\$625.00
DEMONS	VALERIE	1510	FT	\$125.00		
EDMUNDS	MICHELE	1510	FT	\$125.00		
LORD	KAY	1510	FT	\$125.00		
WILLIAMS	SHIRLEY	1510	FT	\$125.00		
WORKMAN	PAMELA	1510	FT	\$125.00		
ADAIR	ALICIA	1510	FT	\$125.00		\$750.00
LOPEZ	JAMIE	1536	FT	\$125.00		
SPURLIN	ROBERT	1536	FT	\$125.00		
CLARY	STEVEN	1536	FT	\$125.00		\$375.00
THOMAS	STACEY	1545	FT	\$125.00		
STROUGH	ERIN	1545	PT		\$25.00	
FRANKLIN	DONNETTA	1545	FT	\$125.00		
HART	LAQUISHIA	1545	FT	\$125.00		
WOOD HAMPTON	MARTHA	1545	FT	\$125.00		
BLAND	LAURIE	1545	FT	\$125.00		\$650.00
CRAWFORD	RHONDA	1550	PT		\$25.00	
GREEN	JASMINE	1550	FT	\$125.00		\$150.00
SIMPSON	MARIA	1565	FT	\$125.00		
CRUTCHFIELD	JOHNNY	1565	FT	\$125.00		
STURGIS	GAYE	1565	FT	\$125.00		
GUNBY	JOSEPH	1565	FT	\$125.00		\$500.00
HUNT	RICHARD	1566	FT	\$125.00		
POPE, III	JOHN	1566	FT	\$125.00		\$250.00
BEASLEY	COURTNEY	2180	FT	\$125.00		
BLAND	DIANA	2180	FT	\$125.00		
CHEATHAM	CONSTANCE	2180	FT	\$125.00		
MENENDEZ	SARA	2180	FT	\$125.00		
CANDLER	ELIZABETH	2180	FT	\$125.00		
BROOKS	BENJAMIN	2180	PT	\$125.00		\$750.00
HIXENBAUGH	VIVIAN	2200	FT	\$125.00		\$125.00
CLARK	AMY	2205	FT	\$125.00		\$125.00
GLENN	CYNTHIA	2400	PT		\$25.00	

JONES	LAWANDA	2400	FT	\$125.00	
O'NEAL	HAYLIE	2400	FT	\$125.00	\$275.00
HADDEN	ALORA	2450	FT	\$125.00	
MINCEY	CALEH	2450	PT		\$25.00
BURLEY	VALERIE	2450	FT	\$125.00	
HARBESON	RINDI	2450	PT	\$125.00	
LAZENBY	BOBBIE	2450	FT	\$125.00	\$525.00
ATEN	JED	2800	FT	\$125.00	\$125.00
ADAWAY	LARRY	3300	FT	\$125.00	
ADKINS	CHRISTEN	3300	FT	\$125.00	
ANDERSON	BETTY	3300	PT		\$25.00
BALDWIN	ALAN	3300	FT	\$125.00	
BALDWIN	EVERETT	3300	FT	\$125.00	
BARTON	JOYCE	3300	FT		\$25.00
BELL	GREGORY	3300	FT	\$125.00	
BRADSHAW	LURENDA	3300	FT	\$125.00	
BRADSHAW	CLARA	3300	FT	\$125.00	
BROOKINS	GWENDOLYN	3300	FT	\$125.00	
BUTLER	PATRICE	3300	FT	\$125.00	
CALLAWAY	MICHAEL	3300	FT	\$125.00	
CATO	DAIREN	3300	FT	\$125.00	
CLARK	DAKOTA	3300	FT	\$125.00	
COBB	MOSES	3300	FT	\$125.00	
COKE	JAMES	3300	FT	\$125.00	
CRAWFORD	WILMA	3300	FT	\$125.00	
FRANKLIN	SHERRICA	3300	FT	\$125.00	
FUTCH	HUNTER	3300	FT	\$125.00	
GRIFFIN	DEWITT	3300	FT	\$125.00	
HILL	MONIQUE	3300	FT	\$125.00	
HOBBS	MICHAEL	3300	FT	\$125.00	
JOHNSON	CLAYTON	3300	FT	\$125.00	
JOHNSON	KERRY	3300	FT	\$125.00	
JOHNSON	CLARENCE	3300	FT	\$125.00	
KELLEY	DAVID	3300	FT	\$125.00	
KENDRICK	ANGELA	3300	FT	\$125.00	
KILPATRICK	THOMAS	3300	FT	\$125.00	
LAND	JARED	3300	FT	\$125.00	
LEWIS	JAMES	3300	FT	\$125.00	
MARSHALL	LOGAN	3300	FT	\$125.00	
MCCLAIN	MILLICENT	3300	FT	\$125.00	
MICKENS	CLELANDER	3300	FT	\$125.00	
MILES	SHAMEKA	3300	FT	\$125.00	
NORTON	JOHN	3300	FT	\$125.00	
SALYER	NATHAN	3300	FT	\$125.00	
STANPHILL	JERRY	3300	FT	\$125.00	
WEBB	MAGGIE	3300	FT	\$125.00	
WETZEL	JARED	3300	FT	\$125.00	
WHITAKER	TRAVIS	3300	FT	\$125.00	
WHITE	LAMAR	3300	FT	\$125.00	
WHITFIELD	BARRY	3300	FT	\$125.00	
WILLIAMS	LAWRENCE	3300	FT	\$125.00	
WYNNE	MARION	3300	FT	\$125.00	\$5,300.00
BLAND	JAMES	3500	FT	\$125.00	
BUFFORD	KAYLA	3500	FT	\$125.00	
CASSINGHAM	MATTHEW	3500	FT	\$125.00	
CLARK	DIANNE	3500	FT	\$125.00	
DUGGAN	THOMAS	3500	FT	\$125.00	
FLORES	EDWIN	3500	FT	\$125.00	
GRAY	BROOKE	3500	FT	\$125.00	

HERNANDEZ	WALTER	3500	FT	\$125.00	
HILL	GLENE	3500	FT	\$125.00	
HIRNEISEN	RYAN	3500	FT	\$125.00	
HOBBS	BENJAMIN	3500	FT	\$125.00	
KEY	JACOB	3500	FT	\$125.00	
LEIGHTON	THOMAS	3500	FT	\$125.00	
LEWIS	JEFFERY	3500	FT	\$125.00	
MATHIS	TERESA	3500	FT	\$125.00	
MCCRANIE	TYLER	3500	FT	\$125.00	
MCLARNON	NEAL	3500	FT	\$125.00	
MULLINS	ANTOINE	3500	FT	\$125.00	
NACE	CHRISTOPHER	3500	FT	\$125.00	
NEAL	LINTON	3500	FT	\$125.00	
NICHOLS	KRISTEN	3500	FT	\$125.00	
O'PRY	STEVEN	3500	FT	\$125.00	
O'PRY	NICOLAS	3500	FT	\$125.00	
OWENS	JILL	3500	FT	\$125.00	
PATTERSON	ADAM	3500	FT	\$125.00	
PURVIS	RALPH	3500	FT	\$125.00	
PURVIS	SAMUEL	3500	FT	\$125.00	
RICKERSON	WILLARD	3500	FT	\$125.00	
ROGERS	BRYAN	3500	FT	\$125.00	
ROGERS	ROBERT	3500	FT	\$125.00	
SEWELL	ROGER	3500	FT	\$125.00	
SHEPPARD	WILLIAM	3500	FT	\$125.00	
SPOON	CLAY	3500	FT	\$125.00	
SUMMERS	PIERCE	3500	FT	\$125.00	
THIGPEN	JOHN	3500	FT	\$125.00	
THOMAS	ANDRE	3500	FT	\$125.00	
WILKERSON	JEREMY	3500	FT	\$125.00	
WILLIAMS	JIMMY	3500	FT	\$125.00	
WILLIAMS	TRINITY	3500	FT	\$125.00	
WILLIAMSON	KEVIN	3500	FT	\$125.00	
BARANEK	BRENTON	3500	PT		\$25.00
BRUCE	DONNA	3500	PT		\$25.00
CARNES	JADRIEN	3500	PT		\$25.00
COLLINS	DYLAN	3500	PT		\$25.00
CORTEZ	ALEXIS	3500	PT		\$25.00
DAVIS	COURTNEY	3500	PT		\$25.00
DILLON	JONATHAN	3500	PT		\$25.00
DRAWDY	DAVID	3500	PT		\$25.00
EVANS	JOHN	3500	PT		\$25.00
FAVORS	TERENCE	3500	PT		\$25.00
GARIEPY	MICHELLE	3500	PT		\$25.00
GIBSON	STERLING	3500	PT		\$25.00
HIGHTOWER	KISHMIR	3500	PT		\$25.00
HINTON	CHRISTOPHER	3500	PT		\$25.00
LANDRUM	TIMOTHY	3500	PT		\$25.00
MAY	RON	3500	PT		\$25.00
MCALISTER	JAMES	3500	PT		\$25.00
MCCLARD	DAVID	3500	PT		\$25.00
NALE	SHAUN	3500	PT		\$25.00
OWENS	MATTHEW	3500	PT		\$25.00
PALMER	CAROL	3500	PT		\$25.00
PARISH	JIM	3500	PT		\$25.00
ROSIER	JONATHAN	3500	PT		\$25.00
ROSSI	RANDY	3500	PT		\$25.00
SHERMAN	AUSTIN	3500	PT		\$25.00
TALLMAN	NICOLE	3500	PT		\$25.00
WRIGHT	WILLIAM	3500	PT		\$25.00
					\$5,675.00
JOHNSON	PAUL	3700	FT	\$25.00	\$25.00

MARTIN	JASMINE	3800	FT	\$125.00		
TIMIAN	PATTI	3800	FT	\$125.00		
PRICE	GENA	3800	FT	\$125.00		
WIZEMANN	DONNA	3800	FT	\$125.00		
SEWELL	TIMOTHY	3800	FT	\$125.00		
SHEPPARD	MEGAN	3800	FT	\$125.00		
BLAND	KRISTAN	3800	FT	\$125.00		
THAIN	TRISTON	3800	FT	\$125.00		
BELTON	AVIS	3800	FT	\$125.00		
USRY	KIMBERLY	3800	FT	\$125.00		
DENT	KATRINA	3800	FT	\$125.00		
STEPHENS	HARLI	3800	FT	\$125.00		\$1,500.00
JONES	QUANTUS	4100	FT	\$125.00		
HENDRICKS	GARY	4100	FT	\$125.00		
BEGGS	JOSEPH	4100	FT	\$125.00		
HILL	MARCUS	4100	FT	\$125.00		
REYNOLDS	KENSLEY	4100	FT	\$125.00		
BATTLE	TORRIE	4100	FT	\$125.00		
HUNTER	RICKEY	4100	FT	\$125.00		
DANIELS	TAMMY	4100	FT	\$125.00		
TAYLOR	FREDDIE	4100	FT	\$125.00		
HADDEN	JONATHAN	4100	FT	\$125.00		
WILLIAMS	LESTER	4100	FT	\$125.00		
JOHNSON	HORACE	4100	FT	\$125.00		
HARMON	JAMES	4100	FT	\$125.00		
LOWE	RAYMOND	4100	FT	\$125.00		
MOSS	CLARENCE	4100	FT	\$125.00		\$1,875.00
LOTT	JOHN	4500	FT	\$125.00		
WILEY	ANDREW	4500	FT	\$125.00		
MONTGOMERY	TERRY	4500	FT	\$125.00		
BALLARD	ANTHONY	4500	FT	\$125.00		\$500.00
KINSEY	CHARLES	4900	FT	\$125.00		\$125.00
MAJOR	WILLIE	5510	FT		\$25.00	\$25.00
MARKLEY	ANGELA	5520	FT	\$125.00		\$125.00
PARKS	BEULAH	5540	FT	\$125.00		
JOHNSON	LAWONDA	5540	FT	\$125.00		
TAYLOR	MAXINE	5540	PT		\$25.00	
TUTT	JESSIE	5540	FT	\$125.00		
GAYNOR	MELISSA	5540	FT	\$125.00		
LYNCH	LINDA	5540	FT	\$125.00		
JACKSON	SHIRLEY	5540	FT	\$125.00		
TARVER	CASSANDRA	5540	FT	\$125.00		\$900.00
WALKER	LESLIE	6100	FT	\$125.00		
HART	SHERROD	6100	FT	\$125.00		
NEAL	MONTRELL	6100	FT	\$125.00		
WELCHER	TREVOR	6100	FT	\$125.00		
MIMS	JIMMY	6100	PT		\$25.00	
BROWN	HAMILTON	6100	FT	\$125.00		
HIGHTOWER	DONNA	6100	FT	\$125.00		
TORRES	JESSAMINE	6100	PT		\$25.00	
LAMPKIN	DEVIN	6100	FT	\$125.00		
MCCLADDIE	WILLIE	6100	PT		\$25.00	
WILEY	JAMES	6100	FT	\$125.00		\$1,075.00
FREDERICKS	CLARK	6200	FT	\$125.00		\$125.00

MCLENDON	MELONIE	7400	FT	\$125.00		
BEGGS	CHASE	7400	FT	\$125.00		
SWINSON	JAMES	7400	FT	\$125.00		
WILDI	CRAIG	7400	FT	\$125.00		
CRAWLEY	JAMES	7400	PT		\$25.00	\$525.00
POWERS	DONALD	7520	FT	\$125.00		\$125.00
VANCE	ELIZABETH	7540	FT	\$125.00		\$125.00
TOTAL				\$22,875.00	\$1,125.00	\$24,000.00
FICA & MICA				\$1,749.94	\$86.06	\$1,836.00
GRAND TOTAL				\$24,624.94	\$1,211.06	\$25,836.00

	Total
General Fund	\$15,932.20
E911	\$1,614.75
Solid Waste	\$538.25
Raysville/BigHart	\$134.56
Lawn Care	\$269.13
Shop	\$134.56
Transit	\$968.85
Tourism	\$134.56
Fire/EMS	\$6,109.14
	\$25,836.00

RESOLUTION 22-14
A Resolution of the McDuffie County Board of Commissioners

**Agreement for Funding of Prosecution Based
Victims of Crime Act (VOCA) Program – County Based Program**

Criminal Justice Coordinating Council (CJCC)
Subgrant Numbers C21-8-001 and B-8-128
Grant Year 10/1/2021 – 9/30/2022

Grant Year 10/1/2022 – 9/30/2022
(Grant numbers not assigned at time of Resolution)

WHEREAS, the District Attorney's Office Victim Witness Assistance Program (VWAP) of the Toombs Judicial Circuit serves the six counties of Glascock, Lincoln, McDuffie, Taliaferro, Warren and Wilkes and is jointly funded by appropriations from five percent monies collected from fines and VOCA Federal Grant; and

WHEREAS, employees of the Toombs Judicial Circuit, District Attorney's Office VWAP are funded by the McDuffie County Board of Commissioners and the Prosecuting Attorney's Council of Georgia. The District Attorney Office reimburses McDuffie County Board of Commissioners and the Prosecuting Attorney's Council of Georgia with five percent funding and the VOCA Federal Grant from CJCC.

BE IT THEREFORE RESOLVED, that the McDuffie County Board of Commissioners hereby authorizes and designates Toombs Judicial Circuit District Attorney, William P. Doupé, as its designee for the purpose of contracting with the Criminal Justice Coordinating Council and the State of Georgia; and the District Attorney shall be given the authority to sign all forms and documents pertaining to such Federal Funds.

APPROVED AND ADOPTED, this _____ day of November, 2022.

**BOARD OF COMMISSIONERS OF MCDUFFIE COUNTY,
GEORGIA**

By:

Chairman of the Board of Commissioners

[COUNTY SEAL]

Attest: _____

County Clerk

McDUFFIE COUNTY, GEORGIA
CLASS SPECIFICATION

Job Title: Animal Shelter Director
Department: Animal Shelter
Reports To: County Manager

Dept Code: 3910
Date: 10/2022

JOB SUMMARY:

The McDuffie County Animal Shelter Director is responsible for the overall day-to-day operations of the McDuffie County Animal Shelter and the welfare of the animals there. The Director reports to the County Manager and supervises one part-time Technician. The Director will be tasked with building a network of community contacts to improve adoption and euthanasia rates, increasing volunteer participation and establishing a public-facing, care-centered mission for the Animal Shelter Department.

JOB ESSENTIAL FUNCTIONS:

- Shelter Management
 - Responsible for staff and overall animal welfare
 - Ensure compliance with requirements of the Georgia Department of Agriculture any other federal, state, and/or local regulatory guidelines
 - Provide the highest quality of care possible within the shelter's resources, including ensuring feeding, cleaning, medical care, exercise and considerate, compassionate handling of shelter animals
 - Manage the continued process of animals being transferred in from other facilities/owner surrenders and animals being adopted out
 - Cultivate positive relationships with rescue groups, transport organizations, veterinarians and shelter partners and others to facilitate animal transfers and ensure established standards of care
 - Maintain or improve live release, adoption and euthanasia rates
 - Work with the shelter team to implement standard protocol and procedures
 - Supervise and perform euthanasia in accordance with shelter protocol and Georgia law; train personnel in preparation for euthanasia certification achievement
 - Maintain and review reports and documentation:
 - Equipment and daily operational supply inventory and status
 - Daily adoption/surrender/euthanasia activity sheets
 - Prepare monthly/annual animal statistics reports and paperwork for leadership and public review
 - Manage of department budget
 - Develop work schedules, evaluates staff performance, submits time and attendance information into payroll system, maintains personal and training files, etc.
- Public Information/Education
 - Establish public education program for proper care and treatment of animals
 - Serve as speaker for community groups as requested

- Coordinate with Public Information Officer on all external communication, including but not limited to social media, website updates, adoption events, press releases, interviews, and video or TV requests
- Establish and maintain web listing of available animals
- General
 - Provide a positive example regarding work ethic, attitude, professional ethics, knowledge of policies and procedures, interpersonal interaction and respect for animals and humans
 - Provide on-call support to respond to animal emergencies on an as-needed basis
 - Other duties as assigned

KNOWLEDGE REQUIRED BY THE POSITION:

- Experience in animal welfare or animal medicine
- Comprehensive knowledge of animal control management methods
- Supervisory or leadership experience, preferably in a shelter, rescue or animal control environment
- Ability to supervise and create strong, positive team relationships with staff and other shelter partners
- Ability to multi-task, prioritize consistent with shelter priorities, deal calmly with a certain level of expected chaos, and to meet deadlines
- Ability to work with and handle stressed, injured and possibly aggressive animals safely and humanely
- Skillful at responding to controversial perspectives with diplomacy
- Proficiency with word processing and spreadsheet software
- Ability to reach with hands and arms, stand, walk, sit, stoop, kneel/crouch, and lift or move 50 pounds
- Able to work weekends and holidays as necessary
- Preferred: Knowledge of federal, state and local laws and ordinances, animal safety and disposition practices, program promotion and evaluation, financial management
- Preferred: Knowledge of equipment associated with animal control activities, including animal restraint equipment, chemical immobilization equipment, animal traps, etc.

MINIMUM QUALIFICATIONS:

- High school diploma or GED
- Four years of experience in a veterinary office, kennel, shelter or similar environment
- Four years of supervisory experience preferred
- Experience in working with governmental agencies, community groups, volunteers and or animal welfare organizations
- Euthanasia Certification required
- Possess and maintain a valid driver's license

McDUFFIE COUNTY, GEORGIA
CLASS SPECIFICATION

Job Title: Shelter Technician
Department: Animal Shelter
Reports To: Animal Shelter Director

Dept Code: 3910
Date: 10/2022

JOB SUMMARY:

The McDuffie County Animal Shelter Technician is responsible for perform manual and semi-skilled work involving the care for all animals within the shelter, regular cleaning and maintenance of the McDuffie County Animal Shelter, as well as assisting with adoptions and other duties. The Shelter Technician reports to the Animal Shelter Director.

JOB ESSENTIAL FUNCTIONS:

- Clean and maintain the animal shelter
 - Clean and sanitize (mopping, sweeping, laundry, dishes, etc.) facility, concentrating on animal areas and related equipment/materials in accordance with the shelter's standard operating procedures
 - Make minor repairs to equipment and facility
- Maintain the welfare of the animals in the shelter in accordance with shelter guidelines
 - Provide general care to animals by bathing, grooming, treating for fleas/ticks as needed, etc.
 - Provide fresh food daily to all animals housed at the facility and according to feeding schedule and dietary needs
 - Administer medication and other treatments, as needed, under the direction/supervising of the Shelter Director or Supervising Veterinarian
 - Walking and picking up after the dogs, in all weather conditions
 - Observe all animals for signs of illness, injury or any unusual behaviors and report any changes to the Shelter Manager or Supervising Veterinarian
 - Assist and support veterinarian staff with the medical care of animals in the shelter
 - Prepare and/or process a variety of documentation such as microchip forms and animal cage cards
 - Transport live animals as needed
- Other duties
 - Interact and communicate comfortably with various groups and members of the general public
 - Assist with adoptions and community events
 - Supervise introduction of potential adoptions
 - Enter and track calls, requests for assistance, adoption inquiries
 - Take pictures for animal records
 - Enter animal records into the assigned computer system

- Assist the Director with any other tasks
- Answer incoming calls and return calls

PHYSICAL REQUIREMENTS:

- Physical ability to walk and/or stand on your feet throughout a normal workday required
- Physical ability to engage in repetitive motions of legs, arms, and hands, to hear, to see, to move animals and goods
- Physical ability to push/pull up to 150 pounds and to carry/lift up to 50 pounds regularly throughout a normal workday required
- Allergic conditions, which would be aggravated when handling or working with animals, may be a disqualification
- Ability to work irregular hours to include days, holidays, and weekends
- Ability to work with and handle stressed, injured and possibly aggressive animals safely and humanely

MINIMUM QUALIFICATIONS:

- High school diploma or GED
- Previous experience in an Animal Shelter or related field preferred
- Ability to communicate professionally, courteously and compassionately interact with the general public
- Proficiency with word processing and spreadsheet software
- Knowledge of basic animal behavior
- General maintenance and repair skills preferred
- Possess and maintain a valid driver's license
- Must have reliable transportation



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

October 25, 2022

Mr. Charles G. Newton, IV, Chairman
McDuffie County Board of Commissioners
Thomson-McDuffie County Government Center
210 Railroad Street
Thomson, Georgia 30824

SUBJECT: TIA Budget Additional Funding

PI# 0006436, Thomson West Bypass

Chairman Newton:


The Department is responding to your letter requesting additional TIA funds for the above referenced projects. After review of the projects initial TIA budget and projected tax collections for TIA, the TIA Office has agreed to the additional funding in the TIA budgets. This additional TIA funding will result in the following TIA budget revisions:

PI #	Project	Current TIA Budget	Additional TIA Funds	Revised TIA Budget
0006436	Thomson West Bypass	\$16,987,900	\$760,767.16	\$17,748,667.16

A Supplemental Agreement to revise the TIA funding will be submitted electronically for execution. Items reimbursed by TIA will be limited to items needed to complete the original project scope.

Should you have any questions, or need additional information, please contact Eric Wilkinson at 478-538-8522 or by email at ewilkinson@dot.ga.gov.

Sincerely,



Kenneth Franks,
State TIA Administrator

KKF:ERW

Cc: Dan Bodycomb, TIA Program Manager
Tony Collins, TIA Construction Manager
Bobby Adams, TIA Procurement Administrator
TIA Contracts
Project File

LEASE AGREEMENT

between

DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY

and

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

Dated NOVEMBER ____ , 2022

LIST OF EXHIBITS

EXHIBIT A – DESCRIPTION OF LEASED EQUIPMENT

EXHIBIT B – FORM OF LIMITED WARRANTY BILL OF SALE

EXHIBIT C – FORM OF REQUISITION AND CERTIFICATE

EXHIBIT D – FORM OF AMENDMENT TO LEASE AGREEMENT

EXHIBIT E - DESCRIPTION OF BROADBAND IMPROVEMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated November ____, 2022 (this “**Lease**”), by and between the **DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY** (the “**Authority**”) a development authority and public body corporate and politic of the State of Georgia, as lessor, and **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC** (the “**Company**”), a corporation duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of Georgia, as lessee;

WITNESSETH:

WHEREAS, the Authority is a development authority and public body corporate and politic created by the Development Authorities Law, O.C.G.A. § 36-62-1 et seq. (the “**Act**”), to develop and promote trade, commerce, industry and employment opportunities in McDuffie County (the “**County**”); and

WHEREAS, the Act provides that the Authority is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the County and is authorized specifically by the Act to invest in improvements to community antennae television systems and the expansion and development of the cable communications industry in areas not currently adequately served by private enterprise (O.C.G.A. § 36-62-2(6)(L)) and in an economic development project under O.C.G.A. § 36-62-2(6)(N); and

WHEREAS, the Act further authorizes and empowers the Authority: (i) to lease any such projects; and (ii) to do any and all acts and things necessary or convenient to accomplish the purpose and powers of the Authority; and

WHEREAS, the Company is engaged in the cable communications industry and serves an area of the County, but, in common with many rural areas and small communities, the improvement of the system in the area with modern broadband capabilities is challenging for private enterprise acting alone; and

WHEREAS, the United States Congress has enacted the American Rescue Plan Act of 2021, Pub. Law 117-2 (H. R. 1319) (“**ARP**”), in part to mitigate the negative fiscal consequences of the Covid-19 pandemic by providing grants to state and local governments for public investment in, among other purposes, upgrading the community antennae television systems in rural areas and small communities with modern broadband infrastructure through ARP Section 9901 (enacting 42 U.S.C. §§ 802, 803); and

WHEREAS, the Authority is a “special-purpose unit of State or local government” authorized by 42 U.S.C. §§ 802(c)(3) and 803(c)(3) to receive transfers of ARP broadband grants from the State or from the County, respectively, for investments consistent with ARP and the Act; and

WHEREAS, the Authority desires to acquire certain tangible personal property to support the addition and upgrade of broadband infrastructure to the Company’s service area in the County

and to contribute to the installation of such property and to lease such property to the Company for use in connection with its operations in the County; and

WHEREAS, pursuant to an Intergovernmental Agreement dated as of November __, 2022, the Authority has received an allocation of \$355,097.00 of SPLOST funds and \$7,321,903.00 of ARP funds from McDuffie County, and \$200,000.00 of ARP funds from the McDuffie County Board of Education, and the Authority is authorized to expend such funds in support of acquiring the Project and leasing the Project to the Company under this Lease; and

WHEREAS, the Company has determined to invest \$2,625,000 in additional installation costs and improvements in its service area in the County to enhance broadband capabilities, as more particularly described on Exhibit “E” hereto (the “McDuffie County Broadband Improvements”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Authority and the Company agree as follows, provided, that in the performance of the agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part but shall be payable solely out of the ARP and SPLOST allocation it has received.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent.

“**Act**” means the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, *et seq.*), as amended.

“**Affiliate**” means a Person which is controlled by the Company or its corporate successor, which controls the Company or its successor, or which is under common control with the Company or its successor. The term “control” means direct or indirect ownership of more than fifty percent (50%) of the voting power of a Person or the possession, directly or indirectly, of the power to direct or cause direction of the management or policies of a Person.

“**ARP**” means the American Rescue Plan Act of 2021, Pub. Law 117-2 (H. R. 1319).

“**ARP Allocation**” means the funds transferred to the Authority from the Local Governments pursuant to ARP Section 9901 for the purpose of investing in broadband infrastructure.

“**Authority**” means the McDuffie County Development Authority, a public body corporate and politic created and existing under the laws of the State of Georgia, and its lawful successors and assigns.

“Authorized Company Representative” means the individual who signs this Lease for the Company, who is hereby appointed by the Company to serve in such capacity, and any other person or persons at the time appointed to act in such capacity by written notice to the Authority.

“Authorized Authority Representative” means the individual or individuals appointed by the Authority to serve in such capacity as evidenced in written notice to the Company.

“Company” means Comcast Cable Communications Management, LLC, a Delaware corporation authorized to do business in the State of Georgia, and its successors and assigns, including any surviving, resulting or transferee entity, as provided in Sections 7.2, 8.1 or 8.2 hereof.

“Completion Date” means the Completion Date as determined in accordance with Section 4.3 hereof.

“Event of Default” means any of the events described in Section 9.1 hereof.

“Lease” and **“Lease Agreement”** means this instrument.

“Lease Term” means the duration of the leasehold interest created by this Lease as specified in Section 5.1 hereof.

“Leased Equipment” means the tangible personal property acquired and/or installed with proceeds of the ARP Allocation or the proceeds of any payment by the Company pursuant to Section 4.4 hereof and any item of property acquired and installed in substitution therefor and renewals and replacements thereof pursuant to Section 6.2 hereof. The Leased Equipment insofar as it will be initially installed as a part of the Project is more fully described in Exhibit A attached hereto and by this reference made a part of this Lease.

“Leasehold Interest” means the interest of the Company hereunder.

“Limited Warranty Bill of Sale” means the bill of sale, to be dated the date of its actual execution and delivered in accordance with Section 10.2 hereof, a form of which is attached as Exhibit B.

“Permitted Encumbrances” means, as of any particular time, (i) liens for *ad valorem* taxes and special assessments not then delinquent or permitted to exist as provided in Section 6.3 hereof, (ii) this Lease, (iii) utility, access or other easements and rights of way, restrictions, reservations, reversions and exceptions in the nature of easements that the Company certifies will not materially interfere with or impair the operations being conducted at the Project, (iv) unfiled and inchoate mechanics’ and materialmen’s liens for construction work in progress, (v) architects’, contractors’, subcontractors’, mechanics’, materialmen’s, suppliers’, laborers’ and vendors’ liens or other similar liens not then payable or permitted to exist as provided in Section 6.1(c) hereof, (vi) subleases to operators of portions of the Project, and (vii) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title as the Company, by an Authorized Company Representative, certifies do not, in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority.

“Project” means the Leased Equipment, and will generally consist of a portion of the improvements described on Exhibit E hereto. The Project is an investment in the expansion and development of the cable communications industry in areas not currently adequately served by private enterprise under O.C.G.A. § 36-62-2(6)(L) and an economic development project under O.C.G.A. § 36-62-2(6)(N).

“Project Fund” means the project fund created with respect to the ARP and SPLOST Allocation by the Authority and referred to in Sections 4.2 and 4.4 hereof.

“Termination Date” has the meaning set forth in Section 5.1 hereof.

McDuffie County Development Authority Broadband Improvements” means improvements to the cable plant serving the Company’s service area as contemplated by ARP, as more fully described on Exhibit “E” hereto, and includes the Project.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) Organization and Authority. The Authority is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Georgia, including particularly the provisions of the Act. Under the provisions of the Act, the Authority has the power to execute and deliver the Lease, to enter into the transactions contemplated thereby and to perform and observe its obligations contained therein in accordance with the terms thereof. By proper corporate action, the Authority has duly authorized the execution and delivery of the Lease.

(b) Qualification of Project Under Act. The Project constitutes a “project” within the meaning of the Act and is located within the corporate limits of McDuffie County, Georgia.

(c) Public Purpose. The Authority has found and hereby declares that the use of the proceeds of the ARP Allocation to acquire, construct, and install the Project and the leasing of the Project hereunder to the Company and the sale of the Project to the Company or its successor and assigns pursuant to the purchase option contained herein are in furtherance of the public purposes for which the Authority was created.

(d) Agreements are Legal and Authorized. The Authority is not subject to any charter, bylaw or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Authority from entering into the Lease or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights.

(e) No Prior Pledge. Neither this Lease nor the receipts and revenues generated hereunder have been pledged or hypothecated in any manner or for any purpose.

(f) No Defaults. No event has occurred and no condition exists with respect to the Authority which would constitute an event of default, as defined therein, under the Lease or which, with the lapse of time or with the giving of notice or both, would become an event of default under the Lease.

(g) Enforceability. This Lease is a legal, valid and binding limited obligation of the Authority enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(h) No Warranty by Authority of Condition or Suitability of the Project. The Authority makes no warranty, either express or implied, as to the suitability or utility of the Project, as to the condition of the Project or that it is or will be suitable for the Company's purposes or needs.

Section 2.2. Representations and Warranties by the Company. The Company makes the following representations and warranties:

(a) Organization and Power. The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and has the power and authority to enter into this Lease and to perform and observe its obligations contained herein in accordance with the terms hereof, and has, by proper action, been duly authorized to execute, deliver and perform this Lease in accordance with the terms hereof.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Company threatened, against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by this Lease or which is reasonably anticipated to adversely affect the validity or enforceability of the Lease or the ability of the Company to perform its obligations under any of the foregoing.

(c) Agreements Are Valid and Authorized. The execution and delivery by the Company of the Lease and the compliance by the Company with all of the provisions hereof and the consummation of the transactions contemplated hereby: (A)(i) are within the power of the Company, (ii) will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, or any commitment, agreement or instrument of whatever nature to which the Company is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties, and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, and (B) have been duly authorized by all necessary action on the part of the Company.

(d) Governmental Consents. Neither the Company nor any of its business or properties, nor any relationship between the Company and any other Person, nor any circumstance in connection with the execution, delivery and performance by the Company of the Lease, is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Company, other than those already obtained as of the Closing Date.

(e) No Defaults. No event has occurred and no condition exists with respect to the Company that would constitute an Event of Default (as defined herein) under this Lease or which, with the lapse of time or with the giving of notice or both, would become an Event of Default hereunder.

(f) Governmental Approvals. The Project has been or will be acquired, constructed and installed in such manner as to conform in all material respects with all applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction over the Project and all necessary utilities will be available in all material respects to the Project.

(g) Enforceability. This Lease is a legal, valid and binding obligation of the Company enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(h) Operation of the Project. As of the date hereof, the Company intends to operate the Project or cause it to be operated in a manner consistent with the Act.

ARTICLE III

LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1. Lease of the Project. This instrument shall become effective on execution and delivery. The Authority hereby leases to the Company, and the Company hereby leases from the Authority, subject to Permitted Encumbrances, the Project at the rental set forth in Section 5.2 hereof and in accordance with the provisions of this Lease.

Section 3.2. Easement in Gross. The Authority hereby grants to the Company an easement in gross over such portions of the Project as necessary for the purpose of acquiring, constructing, installing, repairing, restoring, maintaining and operating the Project. Moreover, the Authority hereby authorizes and directs the Company to exercise all its existing rights and those rights granted under this Lease (and perform all obligations) as if the Company were the fee simple owner of the Project. This authorization and appointment of the Company pursuant to the foregoing sentence and all authority hereby conferred or granted are conferred and granted irrevocably, until the expiration or earlier termination of this Lease.

Section 3.3. Title. In accordance with and subject to the terms hereof, the Authority hereby agrees to accept ownership of and title to the property that is to comprise the Project, when the same is conveyed to the Authority by, or on behalf of, the Company. The Authority disclaims

any interest in any items of equipment and related personal property that are neither paid for with proceeds of the ARP Allocation nor additions or alterations, replacements or substitutions therefor. The Authority agrees that it shall, upon request of the Company, join where necessary in any proceeding to protect and defend the Authority's title in and to the Project.

Section 3.4. Quiet Enjoyment. The Authority warrants and covenants that it will defend the Company in the quiet enjoyment and peaceable possession of the Project, free from all claims of all persons whomsoever acting by, through or under the Authority, throughout the Lease Term. In addition to the foregoing warranty, the Authority agrees that it will not take or cause another party to take any action to interfere with the Company's peaceful and quiet enjoyment of the Project. The Authority agrees that in the event the peaceful and quiet enjoyment of the Project shall otherwise be denied to the Company or contested by anyone, the Authority shall upon request of the Company join where necessary in any proceeding to protect and defend the quiet enjoyment of the Company. The provisions of this section shall apply so long as the Company shall perform the covenants, conditions and agreements to be performed by it hereunder, or so long as the period for remedying any default in such performance shall not be expired.

Section 3.5. Agreement of the Authority to Execute Amendment to Lease Agreement. The Authority and the Company understand and agree that items of the Leased Equipment may be added to and/or removed from this Lease. The Authority agrees to execute from time to time an amendment or amendments to this Lease in substantially the form contained as Exhibit D hereto or such other form as may be reasonably satisfactory to the Authority and the Company, and the additional property added thereby shall become a part of the Project and leased by the Authority to the Company pursuant to this Lease.

ARTICLE IV

IDENTIFICATION, FUNDING AND COMPLETION OF THE PROJECT

Section 4.1. Identification of Leased Equipment. The Leased Equipment shall be adequately identified in bills of sale conveying the same to Authority and in the records of the Company in such manner so as to permit its identification as part of the Leased Equipment.

Section 4.2. Agreement to Use ARP and SPLOST Allocation. In order to provide funds for payment of the cost of the acquisition, construction and installation of the Project, the Authority has authorized the acquisition and disbursement of the ARP and SPLOST Allocation from the Project Fund to the Company. The payment shall be made by the Authority upon receipt of the following:

(a) A written Requisition for such payment signed by the Company by an Authorized Company Representative;

(b) A certification by the Company certifying:

(1) that an obligation in the stated amount has been incurred by or on behalf of the Authority or the Company in connection with the acquisition, construction and installation of the Project; and

- (2) that such obligation is a proper charge against the Project Fund.

Section 4.3. Establishment of Completion Date. The Completion Date of the Project shall be evidenced by a certificate signed on behalf of the Company by an Authorized Company Representative stating that (i) the acquisition, construction and installation of the Project has been substantially completed and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, (ii) the Project has been acquired, constructed and installed to the Company's satisfaction and all costs and expenses incurred in connection therewith have been paid, and (iii) all permissions required of governmental authorities for the occupancy or use of the Leased Equipment have been obtained. Notwithstanding the foregoing, such certificate of the Company shall state that it is given without prejudice to any rights against third parties which exist on the date of such certificate or which may subsequently come into being.

Section 4.4. Use of Funds. The Company acknowledges that funds contributed by the Authority are fixed and will be sufficient only for a portion of the McDuffie County Broadband Improvements. The Company agrees to complete the McDuffie County Broadband Improvements and to pay all that portion of the costs of the McDuffie County Broadband Improvements as may be in excess of the moneys available for the Project in the Project Fund. The Company agrees that if after exhaustion of the moneys in the Project Fund, the Company should pay any remaining portion of the costs of the McDuffie County Broadband Improvements pursuant to the provisions of this Section, the Company shall not be entitled to any reimbursement therefor from the Authority nor shall it be entitled to any diminution in or postponement of the rental payments required hereof to be paid by the Company. The Company agrees to cause the McDuffie County Broadband Improvements to be completed by December 31, 2023. If the Project Fund is insufficient to pay for all of the property initially listed in Exhibit A hereto, the parties agree to amend the list so that it corresponds to the Leased Equipment initially acquired by the Authority.

Section 4.5. Remedies Against Suppliers, Contractors and Subcontractors and Their Sureties. In the event of any default of any supplier, contractor or subcontractor under any contract made by it in connection with the Project or in the event of breach of warranty with respect to any material, workmanship or performance guaranty, the Company (or the Authority at the direction and sole cost of the Company), either separately or in conjunction with others, will promptly proceed to exhaust the remedies of the Authority or of the Company, as applicable, against any defaulting supplier, contractor or subcontractor and against any surety therefor, for the performance of any contract made in connection with the Project. The Authority agrees to obtain the prior consent of the Company before taking any action in connection with any such default and will not consent to any settlement agreement without the prior written consent of the Company. If the Company shall so notify the Authority, the Company may, in its own name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving any such supplier, contractor, subcontractor or surety which the Company deems reasonably necessary, and in such event the Authority hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Authority in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date shall be paid to the Company.

ARTICLE V

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 5.1. Effective Date of this Lease; Duration of Lease Term.

(a) This Lease shall become effective as provided in Section 3.1 hereof and, subject to the other provisions of this Lease (including particularly Articles IX, X, and XI hereof), shall expire at 11:59 p.m., McDuffie County Georgia time on **December 31, 2037** (the “Termination Date”).

(b) Delivery and Acceptance of Possession. The Authority agrees to deliver to the Company sole and exclusive possession of the Project on the effective date of this Lease and the Company agrees to accept possession of the Project upon such delivery; provided, however, that the Company shall be permitted full use and occupancy of the Project prior to the Completion Date, including but not limited to installation and maintenance of its own equipment as part of the McDuffie County Broadband Improvements or otherwise.

Section 5.2. Rents and Other Amounts Payable. On or before July 31, 2023 and on or before each July 31 thereafter until the July 31 before the Termination Date, the Company shall pay or cause to be paid to the Authority, as rent for the Project (“**Basic Rent**”), a sum equal to \$1 (One Dollar). In addition, the Company shall pay as additional rent any amounts which are owed to the Authority pursuant to Section 7.9 below.

Section 5.3. Delinquency in Rent Payments. If the Company should fail to make any of the payments required in Section 5.2 hereof, the item or installment so in default shall continue as an obligation of the Company until the same shall have been fully paid, and the Company agrees to pay the same with interest thereon, to the extent legally enforceable, at six percent per annum until paid.

Section 5.4. Place of Rental Payments. The rents provided for in Section 5.2 hereof and the interest on delinquent rents shall be paid directly to the Authority.

ARTICLE VI

MAINTENANCE AND MODIFICATIONS, TAXES AND INSURANCE

Section 6.1. Maintenance and Modifications of Project by Company.

(a) The Company will cause the Project to be maintained, preserved and kept in good repair, working order and condition and will from time to time cause to be made all necessary and proper repairs, replacements and renewals; provided, however, that the Company will have no obligation to cause to be maintained, preserved, repaired, replaced or renewed any element or unit of the Project, the maintenance, repair, replacement or renewal of which, in the opinion of the Company, becomes uneconomic to the Company because of damage or destruction or obsolescence, or change in economic or business conditions, or change in government standards

and regulations, or the termination by the Company of the operation of the facilities to which such element or unit of the Project is an adjunct.

(b) The Company may from time to time, in its sole discretion, at its own expense, make any additions, modifications or improvements to the Project, including installation of additional machinery, equipment and related property in the Leased Improvements, which it may deem desirable for its business purposes. All machinery, equipment and related property so installed by the Company shall remain the sole property of the Company in which the Authority shall have no interest. All such machinery, equipment and other related property may be modified or removed at any time; provided that any damage to the Project occasioned by such modification or removal shall be repaired by the Company at its own expense.

(c) The Company shall not permit any mechanics' liens, materialmen's liens or other liens to be established and remain against the Project for labor or materials furnished or services rendered in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided the Company may in good faith contest any mechanics' liens, materialmen's liens or other liens filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Authority will cooperate fully with the Company in any such contest.

Section 6.2. Removal of Leased Equipment. The Authority shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary Leased Equipment. In any instance where the Company in its sole discretion determines that any such items have become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary for their purposes at such time, the Company may remove such items of Leased Equipment and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Authority therefore and may, if it elects to do so, install other equipment in substitution therefor, provided that the Company shall certify that such removal (taking into account any substitution) shall not impair the operation of the Project. Upon the request of the Company, the Authority shall deliver to the Company an Amendment to Lease Agreement in substantially the form of Exhibit D hereto, a bill of sale or other appropriate documents conveying to the Company title to any property removed from the Project pursuant to this Section 6.2 and releasing the same from the provisions of this Lease.

Section 6.3. Taxes, Other Governmental Charges and Utility Charges.

(a) The Authority and the Company acknowledge that under present law no part of the Authority's interest in the Project will be subject to *ad valorem* taxation by the State of Georgia or by any political or taxing subdivision thereof. However, the Company shall pay, as the same become lawfully due and payable, (i) all taxes and governmental charges of any kind whatsoever upon or with respect to the interest held by the Company under this Lease, (ii) all taxes and governmental charges of any kind whatsoever upon or with respect to portions of the McDuffie County Broadband Improvements owned by the Company, (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and (iv) all assessments and charges lawfully made by any governmental body for public improvements that

may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated to pay only such installments as are required to be paid during the Lease Term.

(b) The Company may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. The Authority shall cooperate fully with the Company in any such contest. If the Company shall fail to pay any of the foregoing items required by this Section to be paid by the Company, the Authority may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Authority shall become an additional obligation of the Company to the Authority and shall accrue interest at six percent per annum until paid.

Section 6.4. Insurance Required. Throughout the Lease Term, the Company shall insure or shall cause to be insured, the Project against such casualties and personal injury risks as is consistent with its insurance practices in effect from time to time, in any event. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies of the Company.

Section 6.5. Indemnification of Authority. The Company shall, to the extent permitted by applicable law, indemnify and save the Authority and the officers, directors, members, agents, employees and attorneys of each harmless against and from all claims by or on behalf of any person, firm or corporation or governmental entity arising, directly or indirectly, from the conduct or management of, or from any work or thing done on, the Project during the Lease Term that is applicable thereto, and against and from all claims arising during such Lease Term from (a) any condition whatsoever of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, (c) any contract entered into in compliance with the provisions of Section 4.1 hereof in connection with the acquisition, construction and installation of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company. Nothing contained herein shall require the Company to indemnify the Authority or its officers, directors, agents, employees and attorneys for any claim or liability resulting from the Authority's or any such officer, director, agent, employee or attorney for its own willful misconduct or gross negligence. The Authority shall reimburse the Company for payments made by the Company pursuant to this Section to the extent of any Net Proceeds actually received by it from any insurance covering such claims. The Authority shall promptly claim any such insurance proceeds and shall assign its rights to such proceeds, to the extent of such required reimbursement, to the Company. In case any action shall be brought against the Authority in respect of which indemnity may be sought against the Company, the Authority shall promptly notify the Company in writing and the Company shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. Failure to give any such notice shall not affect the right of the Authority to receive the indemnification provided herein, unless such failure resulted from the gross negligence or willful misconduct of the Authority, such failure could not be remedied and the result of such failure is that the interests

of the Company were materially and adversely affected as a direct result of such failure. The Authority shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Authority unless (i) the employment of such counsel has been authorized by the Company, or (ii) the Company shall have failed promptly after receiving notice of such action from the Authority to assume the defense of such action and employ counsel reasonably satisfactory to the Authority or (iii) the named parties to any such action (including any impleaded parties) include both the Authority and the Company or an affiliate of the Company, and the Authority shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the Company or affiliate of the Company or (iv) the Authority shall have been advised by counsel that there is a conflict on any legal issue between the Authority and the Company (in which case, if the Authority notifies the Company in writing that it elects to employ separate counsel at the expense of the Company, the Company shall not have the right to assume the defense of such action or proceeding on behalf of the Authority). The Company shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of the Company or if there be a final unappealable judgment for the plaintiff in any such action, the Company agrees to indemnify and hold harmless the Authority and its officers, directors, agents, employees and attorneys from and against any loss by reason of such settlement or judgment. Nothing herein shall be construed as requiring the Authority to acquire or maintain insurance of any form or nature with respect to the Project or with respect to any term, provision, condition or obligation of this Lease or any other matter in connection herewith. The obligations of the Company and the Authority under this Section shall survive the termination of this Lease and shall continue in full force and effect, binding the Company and the Authority to the provisions of this Section 6.5 without regard to the manner of termination of this Lease.

ARTICLE VII SPECIAL COVENANTS

Section 7.1. Inspection of Project; Right of Access by the Authority. The Company agrees that the Authority or its their duly authorized agents who are acceptable to the Company shall have the right, at all reasonable times during business hours to examine and inspect the Project provided that it does not interfere with the Company's operations. Provided that the Company is not in default hereunder, such inspection shall only be made with prior notice to Company and in the presence of an official of the Company.

Section 7.2. Consolidation or Merger of the Company. The Company may without violating any provisions of this Lease consolidate with or merge into another domestic entity or permit one or more domestic legal entities to consolidate with or merge into or transfer or convey all or substantially all of its assets to another domestic legal entity, but only on the condition that the assignee legal entity or the legal entity resulting from or surviving such merger (if other than the Company) or consolidation or legal entity to which such transfer shall expressly assume and agree to perform all of the Company's obligations under this Lease. If the Company is the surviving entity in such a merger the express assumption shall not be required.

Section 7.3. Good Standing in the State. The Company agrees that it will be in good standing in the State while this Lease is in effect.

Section 7.4. Granting and Release of Easements and Leasehold Mortgages. The Company may at any time or times, cause to be granted, modified, amended, released or terminated easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, or the Company may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration and the Authority agrees that at the request of the Company it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easements, license, right-of-way or other right or privilege.

The Company is hereby given the right by the Authority to mortgage and/or give security interests in this Lease under one or more leasehold deeds to secure debt relating to the Project, the rents and proceeds therefrom as the same may be amended, modified, consolidated or extended (each such leasehold deed to secure debt (including any assignment of rents and leases or other similar documents) and amendment, modification, consolidation or extension being herein called a “**Leasehold Mortgage**”) and may assign this Lease to a lender as collateral security under any such permitted Leasehold Mortgage.

Section 7.5. Compliance with Laws. The Company agrees that it will comply with any applicable law, ordinance, rule or regulation of any governmental authority with respect to its use of the Project.

Section 7.6. Resolution of Disputes. The Company agrees that it will respond to the Authority within 15 days after notice from the Authority of any dispute, lawsuit or lien relating in any way to the Project and will cooperate fully with the Authority to resolve such dispute. If any lien placed on the Project is not removed within 90 days, the Company, upon the written request of the Authority, shall dissolve such lien by the filing of lien dissolution bond pursuant to O.C.G.A. § 44-14-364.

Section 7.7. Limitation of Liability of Directors, Officers, Members, Agents and Employees of the Authority. Nothing herein shall be deemed to be an obligation of any director, officer, member, agent or employee of the Authority in his or her individual capacity. No director, officer, member, agent or employee of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Lease.

Section 7.8. Information for Tax Valuation Purposes. The Company agrees to promptly provide the McDuffie County Board of Assessors with all reasonable information as the McDuffie County Board of Assessors may request under its lawful authority, either directly or through or with the assistance of the Authority, relating to the Project and the Company’s interest therein.

Section 7.9. Economic Development Goals. The Company projects it will commence the installation of project assets Project by January 31, 2023 the “**Compliance Determination Date**”). The Company also projects that by the Compliance Determination Date the McDuffie County Broadband Improvements, including the Project, will provide the broadband capabilities envisioned by ARP and related interim

regulations issued by the U.S. Department of the Treasury. The Company acknowledges and represents that the aforementioned projected capital expenditures and broadband capabilities (collectively, the “**Economic Development Goals**”) constitute good faith, reasonable expectations for the proposed Project, on which the Authority may rely for the purposes of this Lease. The Company covenants to exercise its commercially reasonable efforts to achieve or make reasonable progress to achieve under the applicable circumstances, the Economic Development Goals before the Compliance Determination Date. The Company further covenants that it shall deliver to the Authority on or before the Compliance Determination Date, and as reasonably requested by the Authority, such additional documentation and information as may be necessary in order for the Authority to ascertain and monitor the Company’s progress towards fulfillment of the Economic Development Goals as of the Compliance Determination Date. In addition, if the full McDuffie County Broadband Improvements are not completed and in service by December 31, 2023 the Company shall pay to the Authority, as an additional rent payment, equal to \$350,000 or the amount of funds actually advanced to the Company by the Authority hereunder, if less.

ARTICLE VIII

ASSIGNMENT, PLEDGING AND SELLING; REDEMPTION; RENT PREPAYMENT AND ABATEMENT

Section 8.1. Assignment and Subleasing.

(a) Subleasing. The Company may sublease the Project, as a whole or in part. No sublease shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such sublease, the Company shall continue to remain primarily liable for payment of the rents specified in Section 5.2 hereof and for the payment, performance, and observance of the other obligations and agreements on its part herein provided to be performed and observed by it. In connection with any such sublease, the Company shall furnish or cause to be furnished to the Authority, upon request, assurances reasonably satisfactory to the Authority that the Project will continue to be operated in compliance with the provisions hereof and for purposes permitted by the Act. The Authority shall have the right, at any time and from time to time, to notify any sublessee of the rights of the Authority as provided by this Section.

(b) Assignment. This Lease may not be assigned, in whole or in part, by the Company without the consent of the Authority; provided, however, that this Lease may be assigned in whole or in part without such consent, to any entity controlled, controlling or under common control with the Company or one of its Affiliates or to any successor to substantially all of the business of the Company. Any assignment of this Lease is further subject to the following conditions:

(1) no assignment shall relieve the Company from primary liability for any payment of rent or other obligations hereunder accruing prior to the date of such assignment unless the Company shall have obtained the consent of the Authority; provided, however, in connection with an assignment of this Lease, the Company shall be automatically released from all liabilities and obligations accruing hereunder after the effective date of such assignment if (x) the Authority approves any such assignment or (y)

such assignment or other transactions are otherwise permitted hereunder (including under Section 8.2 hereof); and

(2) the Company shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority a true and complete copy of each such assignment, together with any instrument of assumption.

Nothing herein Documents shall be deemed to place any restriction on any direct or indirect transfers of any ownership or equity interest in the Company or any of its constituent owners.

Section 8.2. Restrictions on Sale of the Project by Authority. Except for any sale under threat of a taking by eminent domain or a sale pursuant to Article VI hereof or any Leasehold Mortgage permitted under Section 7.4 hereof, the Authority agrees that, during the Lease Term, it shall not (1) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the Project, (2) permit any part of the Project to become subject to any lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, without the written consent of the Company, or (3) assign, transfer, or hypothecate any payment of rent (or analogous payment) then due or to accrue in the future under any lease of the Project.

Section 8.3. Prepayment of Rents. There is expressly reserved to the Company the right, and the Company is authorized and permitted, at any time it may choose, so long as it is not in default hereunder, to prepay all or any part of the rents. All prepaid rents shall be credited on the rents, in the chronological order of their due dates.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be Events of Default under this Lease:

(a) failure by the Company to make any rental payments required under Section 5.2 hereof on or before the date that the payment is due and continuance of such failure for a period of five business days after written notice thereof has been given to the Company; or

(b) failure by the Company to observe and perform any other material covenant, condition or agreement on its part under this Lease (other than as referred to in subsection (a) of this Section), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Company by the Authority, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Company within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section are subject to the following limitations. If by reason of *force majeure* the Company is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the Company contained in Sections 5.2, 6.3 and 6.4 hereof, the Company shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; terrorism; orders of any kind of the government of the United States of America or of the State of Georgia or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company.

Section 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, the Authority may take any one or more of the following remedial steps:

(a) declare all installments of rent payable under Section 5.2 hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) require accounting books and records of the Company pertaining exclusively to the Project only for an Event of Default under Section 9.1(a);

(c) take whatever action at law or in equity may appear necessary or desirable to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Lease; and

(d) exercise any remedies provided for in the Uniform Commercial Code of the State of Georgia.

Any enforcement of recovery under this Section shall be limited from and against the Company only and no claim or recovery may be made against any member, partner, officer, director or other beneficial owner of the Company.

Section 9.3. No Waiver. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.4. Reinstatement of Lease. Notwithstanding any termination or attempted termination of this Lease by the Authority relating to an alleged default by the Company, the Company may at any time after notice of such termination pay all accrued unpaid rent, except rent accelerated pursuant to Section 9.2(a) of this Lease, plus any costs to the Authority occasioned by the default, and fully cure all other defaults then capable of being cured. Upon such payment and cure, this Lease shall be fully reinstated, as if it had never been terminated, and the Company shall be restored to the use, occupancy and possession of the Project and any acceleration pursuant to Section 9.2(a) of this Lease shall thereupon be rescinded and annulled.

ARTICLE X

OPTIONS IN FAVOR OF COMPANY

Section 10.1. Options to Terminate the Lease. The Company may terminate the Lease, at any time after December 31, 2028 simultaneously with payment in full of all rent payable under Section 5.2 and Section 7.9 hereof, giving the Authority notice in writing of such termination.

Section 10.2. Conveyance on Purchase or Lease Termination. At the closing of any purchase pursuant to Article XI, and without further board action on behalf of the Authority, or upon receipt of the purchase price by it (if applicable), the Authority shall deliver to the Company or its designee the Limited Warranty Bill of Sale in the form of Exhibit B hereto or similar documents satisfactory to the Company conveying to the Company or its designee all of its right, title and interest in and to the Project with respect to which such option or other right was exercised. The Authority and the Company acknowledge that, in connection with the execution and delivery of this Lease, the Authority has delivered to the Company a fully executed but undated Limited Warranty Bill of Sale to hold in escrow. In connection with the delivery of the purchase price by the Company to the Authority, Company shall give written notice delivered to the Authority (the "Election Notice") of either (i) its dating and release of the Limited Warranty Bill of Sale from escrow and its delivery of them as completed Limited Warranty Bill of Sale to the Company for recording in the real property records of McDuffie County, Georgia, or (ii) its direction to the Authority to execute and deliver a new Limited Warranty Bill of Sale dated as of the date the purchase price is delivered to the Authority for recording in the real property records of McDuffie County, Georgia. The Authority shall promptly comply with the Company's direction set forth in the Election Notice. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

ARTICLE XI

OBLIGATION OF COMPANY TO PURCHASE PROJECT

The Company hereby agrees to purchase, and the Authority hereby agrees to sell (without further board action on behalf of the Authority), to the Company or its designee, the Project for ten dollars (\$10.00) following the expiration or sooner termination of the Lease following payment in full of the rent payable pursuant to Section 5.2 and 7.9 hereof. At any time subsequent to the expiration or sooner termination of this Lease as aforesaid upon notice to the Authority by the

Company, the Authority shall upon receipt of the purchase price deliver to the Company those documents set forth in Section 10.1 hereof. The provisions of this Article XI shall survive the expiration or sooner termination of this Lease.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. Any notice, request or other communication (a “**notice**”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by email (with receipt acknowledged) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, , deposit with such overnight courier for next business day delivery, or receipt via the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days’ prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party’s counsel. Notice addresses are as follows:

If to the Authority: Chairman
 Development Authority of
 McDuffie County
 149 Main St.
 Thomson, GA 30824

with a copy to: County Manager
 Board of Commissioners of
 McDuffie County
 210 Railroad Street
 Thomson, GA 30824

and

Hull Barrett, P.C.
P.O. Box 1564
Augusta, GA 30903
Attention: Davis Dunaway

If to the Company: Comcast Cable Communications
 Management, LLC
 6200 The Corners Parkway, Suite 200
 Peachtree Corners, GA 30092
 Attention: Andy Macke

with a copy to: Comcast Cable Communications
Management, LLC.
One Comcast Center, 32nd FL
Philadelphia, PA 19103
Attention: Tracy Haslett

A duplicate copy of each notice, certificate or other communication given hereunder by either the Authority or the Company shall be given to each of the others. The Authority and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Authority, the Company and their respective successors and assigns.

Section 12.3. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Authority and the Company.

Section 12.5. Execution of Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6. Captions. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 12.7. Recording. This Lease (or a short form or memorandum hereof) and every assignment and modification hereof may, at the election and expense of the Company, be recorded in the office of the Clerk of the Superior Court of McDuffie County, Georgia, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 12.8. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

(b) Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(c) All references herein to particular Articles or Sections are references to Articles or Sections of this Lease.

Section 12.9. Any certificate or statement required to be delivered under the provisions of this Lease shall, in the absence of manifest error, be deemed to be conclusive evidence of the truth, correctness and accuracy of the matters covered in such certificate or statement.

Section 12.10. Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 12.11. Net Lease. This Lease shall be deemed a “net lease,” and the Company shall pay absolutely net during the Lease Term the rents hereunder, without abatement, deduction or set off other than those herein expressly provided.

Section 12.12. Negation of Partnership. Nothing in this Lease shall be construed to render or constitute Authority in any way or for any purpose a partner, joint venturer or associate in any relationship with Company, or vice versa, other than that as lessor and lessee or landlord and tenant, nor shall this Lease be construed to authorize Authority to act as agent for Company.

Section 12.13. Estoppel Certificates. Upon ten (10) business days written request of the Company, the Authority will provide a statement to a proposed assignee of this Lease concerning (i) whether a default exists under this Lease, and if so specifying the nature of such default; (ii) whether this Lease has been amended, and if so, specifying the amendments; and (iii) any other matter concerning this Lease reasonably requested by such proposed assignee.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the Company have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized representatives, all as of the date first above written.

Development Authority of McDuffie County

By: _____
Chairman

ATTEST:

Secretary

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**, a Delaware
corporation

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF LEASED EQUIPMENT

The Leased Equipment will consist of all tangible personal property that is transferred to the Authority from time to time pursuant to bills of sale submitted in connection with Requisitions, as contemplated in Section 4.2 and Exhibit C hereof.

EXHIBIT B

FORM OF LIMITED WARRANTY BILL OF SALE

[ATTACHED]

LIMITED WARRANTY BILL OF SALE

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY**, a public body corporate and politic of the State of Georgia (the "Grantor"), hereby conveys to **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**, a Delaware corporation (the "Grantee") all of its right, title and interest in and to the personal property more particularly described and defined on Exhibit A, attached hereto and incorporated herein by this reference:

TO HAVE AND TO HOLD its respective right, title and interest in the Personal Property, together with any rights and appurtenances thereto, unto Grantee, its successors and assigns, to and Grantor agrees to WARRANT AND FOREVER DEFEND, all and singular, its respective right, title and interest in the Personal Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale effective as of _____, 20__.

DEVELOPMENT AUTHORITY OF MCDUFFIE
COUNTY

By: _____
Chairman

(CORPORATE SEAL)

Attest:

Secretary

Signed and sealed in the presence
of:

Witness

Notary Public

My commission expires:

(Notarial Seal)

EXHIBIT A
PERSONAL PROPERTY

[Company to provide description(s) in bill(s) of sale submitted in connection with Requisitions as contemplated in Section 4.2 and Exhibit C hereof]

[EXHIBIT C

REQUISITION AND CERTIFICATE

Requisition and Certificate No. ____
Date: _____, 20____
Amount of Requisition: \$ _____

DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY

Gentlemen:

All capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Lease Agreement, dated [_____], 2022, by and between the **DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY** (the “**Authority**”) and Comcast Cable Communications Management, LLC (the “**Company**”), as amended from time to time (the “**Lease**”).

This is a requisition for payment from the DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY Project Fund – Comcast Project (the “**Project Fund**”), of an obligation in the stated amount incurred by or on behalf of the Authority in connection with the acquisition, construction and installation of the Project.

1. This obligation is a proper charge against the Project Fund, the payment thereof is being made in connection with the Project, and has not been the basis of any previous withdrawal from the Project Fund.
2. No other certificate in respect of the foregoing obligation is being or has been previously delivered to the Authority.
3. The Company has no notice of any vendor’s, mechanic’s, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in Section 6.1(c) of the Lease) which should be satisfied or discharged before such payment is made; and
4. Such requisition contains no item representing payment on account of any retained percentages which the Authority or the Company is, as of the date of such requisition, entitled to retain under retained percentage agreements.

5. The amount, purpose and circumstances of such obligation are:

Amount of Requisition: \$_____

Purpose of Requisition: [To reimburse the Company for the costs of the acquisition, construction and installation of certain tangible personal property consisting of all tangible personal property acquired and installed by the Company in McDuffie County, Georgia during calendar year 20__.]

Owing to: Comcast Cable Communications Management, LLC

6. This requisition includes by attachment hereto a Bill of Sale to convey to the Authority title in and to the items of Leased Equipment for which reimbursement is sought. [A copy of such Bill of Sale is being furnished to the McDuffie County Tax Assessor's Office simultaneously with its delivery to you.] A bill or statement of account for such obligation is available upon request made to the Company.

7. Accompanying this requisition is an amendment to the Lease, in the form of Exhibit D thereto, duly executed by the Company, adding the Leased Equipment to the coverage of the Lease.

8. Insofar as the disbursement requested hereby is to pay obligations incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction and installation of the Project, such labor and services were to the Company's knowledge performed and such material, supplies or equipment were or are to be used in connection with such acquisition, construction and installation or delivered at the site thereof for such purpose.

9. This requisition is given without prejudice against any rights of the Authority or the Company against third parties which exist on the date hereof.

All of the foregoing is hereby certified.

By: _____
Authorized Company Representative

[BILL OF SALE]

EXHIBIT D

FORM OF AMENDMENT TO LEASE AGREEMENT

Number _____

This AMENDMENT TO LEASE AGREEMENT, dated _____, between the **DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY** (the “Authority”), a public body corporate and politic duly organized and existing under the Constitution and laws of the State of Georgia, as Lessor, **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC** (the “Lessee”), a Delaware corporation.

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee have heretofore entered into a Lease Agreement, dated [____], 2022 (the Lease Agreement, as from time to time modified or amended, is herein called the “Lease”), relating to certain tangible personal property owned by the Authority and leased to the Lessee; and

WHEREAS, the Authority and the Lessee have now determined that it is necessary to amend the Lease in certain respects to reflect the [removal from] [addition to] the description of the Leased Equipment, the items described in Exhibit “1” hereto; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained:

Section 1. [Additions to] [Removals of] Leased Equipment. The Authority and the Lessee agree to and do hereby amend the Lease to modify the description of the Leased Equipment contained as Exhibit “A” attached thereto in order to [remove therefrom] [add thereto], effective as of the date hereof, the Leased Equipment, the items described in Exhibit “1” to this Amendment to Lease Agreement.

Section 2. Term of Lease Amendment. For any equipment that is added to the Leased Equipment by this Amendment to Lease Agreement, the lease term shall coincide with the remainder of the term of the Lease.

Section 3. Amendment of Lease. The Lease shall be deemed to be modified and amended in accordance with the provisions of this Amendment to Lease Agreement and the respective rights, duties and obligations of the Authority and the Lessee under the Lease shall hereafter be determined, exercised and enforced under the Lease subject in all respects to this Amendment to Lease Agreement, and all the terms and conditions of this Amendment to the Lease Agreement shall be part of the terms and conditions of the Lease for any and all purposes.

All references in the Lease to the Leased Equipment described in Exhibit "A" thereof shall refer to said Exhibit as hereby amended and modified.

Section 4. Execution Counterparts. This Amendment to Lease Agreement maybe simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Lease to Continue in Full Force and Effect. All other terms of the Lease shall continue in full force and effect subject to this Amendment to Lease Agreement as set forth herein.

IN WITNESS WHEREOF, the Authority and the Lessee have caused this Amendment to the Lease Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers as of _____.

DEVELOPMENT AUTHORITY OF
MCDUFFIE COUNTY

(SEAL)

Attest:

By: _____
Chairman

Secretary

Signed, sealed and
delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**, a Delaware corporation

By: _____
Name: _____
Title: _____

(SEAL)

Attest:

By: _____
Name: _____
Title: _____

Signed, sealed and
delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT “1”
TO AMENDMENT TO LEASE AGREEMENT (Number___)
Between
Development Authority of McDuffie
County and
Comcast Cable Communications Management, LLC

dated [____], 2022

DESCRIPTION OF [ADDITIONAL] [REMOVED] LEASED EQUIPMENT

EXHIBIT E - DESCRIPTION OF MCDUFFIE COUNTY BROADBAND IMPROVEMENTS

At the time of execution of this Lease, the Company currently serves certain parts of McDuffie County (the “County”), (the “McDuffie System,” depicted in red in the map below). The McDuffie System today delivers communications services to many residents across the County but does not extend to other rural areas and small communities across the area.

The Company will extend the McDuffie System (depicted in blue in the map below), comprised of approximately 276.98 miles of new plant, primarily with Ethernet Passive Optical Network (“EPON”) – technology. The upgraded network will tie into the Company’s existing network currently serving other areas of McDuffie County and will deliver high-speed broadband services to an estimated 2,305 homes and businesses. As of the time of the execution of this Lease, the Company projects that the upgrade project will be completed by December 31, 2023.

Fiber optic cables will be constructed to the service area, commonly referred to as a serving node. Signals will then be converted to electrical or radio frequency for distribution on the coaxial network. This technology will be capable of providing 1.2 Gbps internet speeds to residential and commercial customers in the service area.

The total project cost of extending the McDuffie System is estimated to be \$10,500,000. With the Authority’s investment of \$7,875,000, the Company will invest an estimated \$2,625,000, to extend the McDuffie System.

Existing Network 
Proposed Expansion 

E-1

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF THOMSON, GEORGIA, THE TOWN OF DEARING, GEORGIA,
MCDUFFIE COUNTY, GEORGIA, THE MCDUFFIE COUNTY BOARD OF
EDUCATION, AND THE DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY
FOR FUNDING BROADBAND IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (this “IGA”) is entered into by and among **THE CITY OF THOMSON, GEORGIA, THE TOWN OF DEARING, GEORGIA** (each a “City” and collectively the “Cities”), **MCDUFFIE COUNTY, GEORGIA** (the “County”), the **MCDUFFIE COUNTY BOARD OF EDUCATION** (the “Board”), and the **DEVELOPMENT AUTHORITY OF MCDUFFIE COUNTY** (the “Authority”) on the _____ day of _____, 2022.

WHEREAS, the County is a duly created and existing political subdivision of the State of Georgia, and the Cities are duly created and existing municipal corporations of the State of Georgia; and

WHEREAS, the Board was duly created and validly exists as the governing body of the McDuffie County School District; and

WHEREAS, the Authority was duly created and is a validly existing public authority pursuant to the Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.* (the “Development Authorities Law”); and

WHEREAS, Comcast Cable Communications Management, LLC (the “Company”) is engaged in the cable communications industry and serves an area of the County, but, in common with many rural areas and small communities, the improvement of the system in the area with modern broadband capabilities is challenging for private enterprise acting alone; and

WHEREAS, the Company has determined to invest **\$2,625,000** in installation costs and improvements in its service area in the County to enhance broadband capabilities (the “McDuffie County Broadband Improvements”); and

WHEREAS, the United States Congress has enacted the American Rescue Plan Act of 2021, Pub. Law 117-2 (H. R. 1319) (“ARP”), in part to mitigate the negative fiscal consequences of the Covid-19 pandemic by providing grants to state and local governments for public investment in, among other purposes, upgrading the community antennae television systems in rural areas and small communities with modern broadband infrastructure through ARP Section 9901 (enacting 42 U.S.C. §§ 802, 803); and

WHEREAS, the County and the Board have received certain allocations of ARP funds, and desire to contract with the Authority to provide services, including particularly the granting, administration and management of the ARP funds for the development, upgrading and expansion of certain broadband infrastructure within the County; and

WHEREAS, O.C.G.A. § 48-8-110 et seq. authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in an election held on November 3, 2020, in McDuffie County, Georgia, a SPLOST was approved, which included as a capital outlay project Broadband Phase I; and

WHEREAS, the County and the Cities have received certain allocations of SPLOST funds, and desire to contract with the Authority to provide services, including particularly the granting, administration and management of the SPLOST funds for the development, upgrading and expansion of certain broadband infrastructure within the County; and

WHEREAS, the County and the Cities are permitted by Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983, as amended, to contract with any public authority for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County desires specifically to provide certain ARP funds, the County and the Cities desire specifically to provide certain SPLOST funds, and the Board desires specifically to provide certain ARP funds (collectively, the “Funds”) to the Authority, which Funds are to be made available to the Company in its development and expansion of the McDuffie County Broadband Improvements; and

WHEREAS, the Authority is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the County and is authorized specifically by the Act to invest in improvements to community antennae television systems and the expansion and development of the cable communications industry in areas not currently adequately served by private enterprise (O.C.G.A. § 36-62-2(6)(L)) and in an economic development project under O.C.G.A. § 36-62-2(6)(N), and development of broadband cable assets is determined under O.C.G.A. § 50-40-81(b)(2) to promote trade commerce and industry; and

WHEREAS, the Authority hereby finds and determines that in performing its functions under this IGA it will be furthering its public purposes; and

WHEREAS, the County, the Cities and the Board desire to contract with the Authority for the provision of the services as described herein with respect to the management and administration of the Funds.

NOW, THEREFORE, for due and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, the Cities, the Board and the Authority agree as follows:

1. Funds Deposited with Authority: The County and the Cities hereby agree to transfer to the Authority the sum of \$355,097.00 of SPLOST funds, the County hereby agrees to transfer to the Authority the sum of \$7,321,903.00 of ARP funds, and the Board hereby agrees to transfer to the Authority the sum of \$200,000.00 of ARP funds. Each such transfer represents funds of the County, the Cities, and/or the Board for the purposes described in this IGA. The Authority agrees to create an account, separate from all other funds of the Authority, designated “2022 ARP Grant and SPLOST Funds Account,” into which the Funds will be deposited.

2. Provision of Funds to Company; Disposition of Remaining Funds: The Authority agrees to make the Funds available to the Company, but only in accordance with the terms and conditions of a Lease Agreement with the Company substantially in the form attached hereto as Exhibit “A” (the “Lease Agreement”). The Authority agrees to enter into and abide by the terms of the Lease Agreement. In the event that (i) Funds remain on deposit with the Authority upon termination of the Lease Agreement, or (ii) the Company repays any Funds to the Authority pursuant to the terms of the Lease Agreement, then the Authority will transfer such Funds to the County, the Cities, and the Board on a pro rata basis, based on amounts initially deposited.

3. Term: The term of this IGA is effective as of _____, 2022 and terminates on June 30, 2038 (up to 50 years).

4. Governing Law: This IGA shall be interpreted and construed in accordance with the laws of the State of Georgia.

5. Notices: All notices, demands and requests required under this IGA must be in writing and sent to the parties in the manner described below:

(a) Addresses:

To the County: McDuffie County
210 Railroad Street
Thomson, GA 30824
Attention: County Manager
Email: dcrawley@thomson-mcduffie.net

with a copy to: Hull Barrett P.C.
P.O. Box 1564
Augusta, Georgia 30903
Attention: Davis A. Dunaway, Esq.
Email: ddunaway@hullbarrett.com

To Thomson, GA: City of Thomson
210 Railroad Street
Thomson, GA 30824
Attention: City Administrator
Email: john.waller@thomson-mcduffie.net

with a copy to: Jimmy Plunkett, Esq.
234 Main Street
Thomson, GA 30824
Email: plunkettlaw@gmail.com

To Dearing, GA: Town of Dearing
4577 Augusta Highway
Dearing, GA 30808
Attention: Mayor
Email: kbprintinc@gmail.com

with a copy to: Knox and Swan
114 Knox Shopping Center
Thomson, GA 30824
Attention: Robert E. Knox, Jr., Esq.
Email: bknox@knoxandswanattorneys.com

To the Board: McDuffie County Board of Education
716 North Lee Street
Thomson, GA 30824
Attention: Chairman
E-mail: knoxa@mcduffie.k12.ga.us

with a copy to: Knox and Swan
114 Knox Shopping Center
Thomson, GA 30824
Attention: Robert E. Knox, Jr., Esq.
Email: bknox@knoxandswanattorneys.com

To the Authority: Development Authority of McDuffie County
149 Main St.
Thomson, GA 30824
Attention: Chairman
Email: don.powers@thomson-mcduffie.net

with a copy to: Hull Barrett P.C.
P.O. Box 1564
Augusta, Georgia 30903
Attention: Davis A. Dunaway, Esq.
Email: ddunaway@hullbarrett.com

(b) Delivery: All notices given by either party to the other under this IGA must be in writing and may be delivered by: (i) regular mail, first-class mail, postage prepaid; (ii) certified or registered mail; (iii) overnight courier (such as United Parcel Service or Federal Express); (iv) sent

electronically by email (provided a copy of such notice is deposited with an overnight courier for next business day delivery); or (v) hand delivery, to the parties at the addresses specified above.

(c) Receipt: Notices sent by mail will be deemed received (i) three (3) days after deposit in the mail, properly addressed, (ii) upon deposit with such overnight courier for next business day delivery or (iii) upon confirmed email transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery). Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgement. Notices delivered by hand delivery will be deemed to be received upon written acceptance by the respective party.

6. Entire Agreement: This IGA contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, or otherwise, which are not set forth in this IGA will be of any force or effect.

7. Counterparts: This IGA may be executed in several counterparts, each of which shall be an original and all constitute one and the same instrument.

8. Amendments: This IGA may be amended in writing by mutual agreement of the parties.

9. Non-Assignability; No Reliance or Beneficiaries: No party shall assign any of the obligations or benefits of this IGA. There are no third-party beneficiaries to this IGA, and no third person or party may rely on the undertakings of the Cities, the County, or the Authority hereunder or make any claim based thereon.

10. Severability, Venue and Enforceability: If a court of competent jurisdiction renders any provision of this IGA (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this IGA will continue in full force and effect as if the invalid provision or portion of the provision were not part of this IGA. No action taken pursuant to this IGA should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this IGA and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. Should any party institute suit concerning this IGA, venue shall be in the Superior Court of McDuffie County, Georgia. Should any provision of this IGA require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Authority, the County, the Cities and the Board have executed this IGA through their duly authorized officers.

MCDUFFIE COUNTY, GEORGIA

By:_____ (SEAL)
Chairman, Board of Commissioners

ATTEST:

Clerk of the Board of Commissioners

[Signatures continued on following page]

**MCDUFFIE COUNTY BOARD OF
EDUCATION**

By: _____(SEAL)
Chairman

ATTEST:

Secretary

[Signatures continued on following page]

CITY OF THOMSON, GEORGIA

By: _____(SEAL)
Mayor

ATTEST:

Secretary

[Signatures continued on following page]

TOWN OF DEARING, GEORGIA

By: _____ (SEAL)
Mayor

ATTEST:

Secretary

[Signatures continued on following page]

**DEVELOPMENT AUTHORITY OF
MCDUFFIE COUNTY, GEORGIA**

By: _____ (SEAL)
Chairman

ATTEST:

Secretary

EXHIBIT “A”

FORM OF LEASE AGREEMENT

(attached)

STAFF REPORT

COMMISSIONERS' MEETING: November 2, 2022

DATE: October 30, 2022
TO: McDuffie County Board of Commissioners
FROM: Stephen Sewell, Thomson-McDuffie Emergency Services Chief
ISSUE: Consideration to approve 1994 GMC Top-Kick Pumper VIN 1GDP7H1J5RJ502375 to be surplus and sold to Warren County Board of Commissioners for the amount of \$42,500.00

BACKGROUND: This truck is currently in service at Station 4 on Lincolnton Rd. The department recently received a new pumper to replace the pumper at Station 2 Airport). The plan is to move the current Engine 2 (2007 International E-One) to Station 4.

FACTS AND FINDINGS:

1. The department does not need the current Engine 4.
2. Warren County would like to purchase a pumper.

ALTERNATIVES:

1. The Board approves moving forward with the sale of pumper.
2. The Board does not approve moving forward at this time.

FUNDING:

1. Receive revenue in the amount of \$42,500.00.

RECOMMENDATION: Staff recommends the board approve Alternative #1.

ATTACHMENTS: N/A