

# Denton Utility Commission

## Meeting Agenda

January 26, 2022  
4:00PM

Join Zoom Meeting

<https://us02web.zoom.us/j/89363185532?pwd=Uk5acHIUUXg5OEZzenJ3Zk5FUzJ6UT09>

Meeting ID: 893 6318 5532

Passcode: 344413

301-715-8592

### I. Call to Order

### II. Attendance

MEMBERS	OTHERS
<input type="checkbox"/> Councilperson Lister	<input type="checkbox"/> Don Mulrine, Town Administrator
<input type="checkbox"/> Scott Getchell, Chair	<input type="checkbox"/> Mark Chandler, W/WW Supt.
<input type="checkbox"/> Albert McCullough, Vice Chair	<input type="checkbox"/> Phil Clark, DPW Supt.
<input type="checkbox"/> Adam Jones, Secretary	
<input type="checkbox"/> Leroy Woomeer, Member	

### III. Approval of Minutes – Review and approval of meeting minutes from the **November 17, 2021** meeting.

### IV. Open Issues

- a) **Water Main Replacement Project** – Mulrine will provide an update.
- b) **Water & Sewer Budgets** – Will be discussed in 2022.
- c) **WWTP Sludge Management Project** – Chandler to provide information on this potential WWTP project.
- d) **Capital Improvement Plan** – Mulrine to provide an update.
- e) **ARPA Funding** – Mulrine to provide update on ARP spending plan.
- f) **UC Positions for 2022** – Discussion on member positions going into 2022.
- g) **Simple Fiber** – A copy of the draft agreement with attorney comments is included with this agenda. Mulrine to provide update.
- h) **Other Open Issues**

### V. New Business

- a) **Other New Business**
- b)

### VI. Adjournment

**Denton Utility Commission**  
**Meeting Minutes**

November 17, 2021

4:00PM

- I. Mr. Getchell called the meeting to order at 3:56 PM and thanked all that were in attendance.
- II. Those in attendance were Councilperson Lister, Scott Getchell, Adam Jones, Leroy Woome, Don Mulrine, Mark Chandler, Phil Clark and 2 guests from Simple Fiber.
- III. On motion by Mr. Woome and Second by Mr. Getchell the minutes for the meeting from October 18, 2021 were unanimously approved.
- IV. Open Issues
  - a. **Water Main Replacement Project** – Mr. Mulrine stated that there were no new updates. The project was going to Bond council tomorrow 11/18/2021 to get the bond approval.
  - b. **Water & Sewer Budgets** – The water and sewer budgets were approved in September. The next budgets will be coming up soon for the 1<sup>st</sup> of the year.
  - c. **WWTP Sludge Management Project** – The project will be discussed in January/February. Councilperson Lister did mention that there may be some moving around of funds due to budget surpluses from the ARP monies that are covering projects within the ARP guidelines.
  - d. **Capital Improvement Plan** – Mr. Mulrine said that the town is looking into creating a valve improvement system in the town. This would allow the town to avoid shutting down the entire town's water when repairs need to be made. The town is also looking into additional projects as well but nothing additional to report.
  - e. **AquaCon** – No new updates. This discussion is done for now.
  - f. **ARPA Funding** – Mr. Mulrine provided update on ARP spending plan in which he reported that the town is looking at some projects and upgrades to infrastructure.

- g. **UC Positions for 2022** – There is no new news regarding the discussion on member positions going into 2022.
- h. **Other Open Issues** - None

V. New Business

- a. **Enterprise Fund Description** – The Commission is to review the supplied information and make any recommendations for changes to the description currently. The idea is to disclose to the public from an informational perspective as to where the charges and budgeted items come from.
- b. **Other New Business**
  - i. Simple Fiber – There was discussion on what their business does for the town. Simple Fiber is wanting to partner with the town and help buildout infrastructure for broadband access through Fiber. This would be for the town and eventually for the residents of Denton. Simple Fiber is looking for permission to access the Town's conduit for the Fiber. They will be pulling their own Fiber through the conduit and will be giving the Town access to 2 strands of Dark fiber in return. It was suggested that Simple Fiber has a contract drawn up for review by the commission before approval. Motion by Mr. Getchell, second by Mr. Woomer.

VI. Adjournment

- a. Meeting adjourned at 5:00 PM. The next meeting will be scheduled by Mr. Getchell with the Commission. It is planned to be an in person meeting with a virtual meeting option.

Respectfully Submitted,

Adam Jones, Secretary

## **CONDUIT SHARED USE AGREEMENT**

This Dark Fiber Shared Use Agreement is made by and between the **Town of Denton**, Maryland, a body politic and corporate and a political subdivision organized and existing under the Constitution and law of the State of Maryland, and **Simple Fiber LLC**, a Maryland limited liability company. In consideration of the promises, the mutual covenants, terms, and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

### **ARTICLE 1 DEFINITIONS**

For the purpose of this Agreement, the following terms when used herein shall have the following meaning:

1.1 "Town" means the Town of Denton, Maryland, a municipal corporation.

1.2 "Dark Fiber" means unlit optical fiber cable strands which the Town has installed and which the Simple Fiber desires to use to attach equipment and lasers to transmit the light to carry data via the fiber.

1.3 "Day" unless otherwise specified, means a calendar day.

1.4 "Facilities" means all facilities, including but not limited to fiber optic cables, conduit, splice boxes, innerduct, equipment, and all associated hardware, owned and/or utilized by Simple Fiber, that occupy and use the Network.

1.5 "Simple Fiber" means Simple Fiber LLC, 318 West Carroll Street Salisbury MD 21801.

1.6 "Network" means the optical fiber strands, Network Interface equipment, servers, modems, switches, terminals, routers, splitters, building entrance facilities, Point of Presence (POP) associated appurtenances, and capacity owned by the Town and located throughout the rights-of-way of the Town.

1.7 "Rules and Regulations" means the Town Rules and Regulations for Dark Fiber shared uses as they may be adopted from time to time.

### **ARTICLE II AGREEMENT**

#### **2.1. Access and License.**

(a) Initial Fibers. Subject to the terms and conditions of this Agreement, the

Town hereby grants to Simple Fiber an exclusive license to use any existing <sup>Town</sup> city-owned fiber conduit and splice boxes for purposes of pulling additional fiber optic cable. Simple Fiber shall be in compliance with all other covenants, terms, and conditions of the Agreement. This grant is subject to the right of the Town to occupy and use the public rights-of-way, public utility easements, private property, and any other property in and on which the Network is located. Nothing in this Agreement shall be deemed to grant, convey, or vest an interest or estate in the Network, the Dark Fiber, or any land, including but not limited to any fee, shared use, lease, easement, or franchise.

(b) Additional Fibers. The ~~city of Denton~~ <sup>Town</sup> will be given access to 2 dark fiber strands in any additional conduit that Simple Fiber installs in the ~~city of Denton~~ <sup>Town</sup>.

(c) The Town Agreements with Third Parties. Nothing in this Agreement shall act as a limitation, restriction, or prohibition against the Town with respect to any agreement with Third Parties. The ~~Town~~ <sup>Town</sup> may not share use of the fibers being provided to them by Simple Fiber to a Third Party as the 2 dark fiber strands are intended for the ~~city of Denton's~~ <sup>Town's</sup> use exclusively.

(d) Relocation. Except as provided herein for emergency situations, if the Town determines that it is necessary to relocate, modify, or alter the Licensed Fibers and/or the Network, the Town shall provide Simple Fiber with ~~Three hundred sixty (360) Days~~ <sup>90 days</sup> written notification prior to making the proposed relocation, modification, or alteration in order to provide Simple Fiber a reasonable opportunity to rearrange, relocate, or modify its existing Facilities. Simple Fiber shall have no responsibility for costs and expenses relating to the relocation, modification, or alteration of the Licensed Fiber or the Network for the purpose of meeting the needs of the Town ~~or the needs of any other Simple Fiber customer or end user~~. In all cases, Simple Fiber shall bear the costs incurred in rearrangement, relocation, modification, or alteration of its Facilities.

If the Town determines a need to use the Licensed Fibers or occupy all or part of the Network occupied by the Licensed Fibers, and if the Town reasonably determines that Simple Fiber's Facilities can be accommodated otherwise in the Network, the Town shall permit Simple Fiber to rearrange its Facilities in such manner that will minimize chances for service interruption to Simple Fiber.

(e) Emergency Use/Relocation. In the event of an emergency as determined by the Town, the Town may relocate, modify, or alter the Licensed Fibers and/or Network without prior notice to Simple Fiber. In such event, as soon as reasonably practicable thereafter and not later than seventy-two (72) hours after having taken such action, the Town will advise Simple Fiber in writing of the emergency work performed, or the action taken with respect to any emergency modification or alteration of the Licensed Fibers and/or

?  
alteration  
a meeting  
the needs of  
Simple Fiber  
its customer  
Simple Fiber should  
be responsible

seems excessive  
90 days?  
not defined  
Are these the 2 dark fibers in add'l conduit installed by Simple Fiber?

Network.

The additional access points shall be installed by Simple Fiber within 7 days of notice from the Town.

**2.2. Term and Renewals.**

(a) Initial Term. The "Initial Term" of this Agreement shall commence on January 1st, 2022 (the "Commencement Date") and end on December 31, 2027. This agreement shall automatically renew if neither party has not breached the contract, provided Each renewal term will be 5 years.

**2.3. Downtown WiFi.**

(a) Simple Fiber will maintain a free public Wi-Fi service in downtown Denton. The first wireless access points will be installed on the roof of 322 Market St. Additional access points may be added along the network as additional grant funding is allocated, and with the permission of city or business owners as the network expands. on or before \_\_\_\_\_, 2022.

shall  
Wi-Fi

that either party may terminate this Agreement by written notice to the other party delivered not less than 180 days prior to the end of the Initial Term or any renewal term.

**2.4. Simple Fiber's Use of Network.**

(a) Purposes of Use of the Network. Simple Fiber shall use the Network only for the purpose of broadband connection. In the event Simple Fiber uses the Network to provide in whole or in part services that require certifications from State agencies, Simple Fiber shall apply for the required certifications and produce evidence that all such certifications have been secured before providing such services through the Network.

(b) No Interference. Simple Fiber shall, at its own expense, maintain any equipment it utilizes to access the Network pursuant to this Agreement in good repair and in a manner suitable to the Town so as not to conflict with the use of the Network by the Town, or any other party permitted by the Town. Simple Fiber shall not unreasonably interfere with any other permitted party's access to the Network. The Town will use best efforts to terminate any interference with Simple Fiber's use of the Network.

**2.5. Indemnity.** To the fullest extent permitted by law and without limitation by the provisions of Section 2.6 relating to insurance, Simple Fiber shall indemnify, defend and hold harmless the Town, its Council, officers, employees, and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage, or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution, arising out of, or

resulting in any way from or in connection with the performance of this Agreement. Simple Fiber's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of the Town, except that Simple Fiber shall not be obligated to indemnify for liability arising from ~~the sole negligence or willful misconduct~~ of the Town. The provisions of this Section survive the expiration or termination of this Agreement.

**2.6. Insurance.** Not later than the Commencement Date, Simple Fiber shall provide to the Town a certificate of insurance naming the Town and all of its elected officials, officers and employees, agents and volunteers as additional insureds, and evidencing its maintenance of a comprehensive general liability policy covering bodily injury, property damages (broad form), and personal injury with limits of not less than One Million Dollars (\$1,000,000) for injury to or death or one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage or destruction to property in any one occurrence, and ~~One Million Dollars (\$2,000,000.00)~~ <sup>TWO</sup> general aggregate. The form and carriers shall be mutually acceptable to the Town and Simple Fiber. During the Term, should such policy of insurance lapse or terminate,

Simple Fiber shall give the Town thirty (30) days prior written notice thereof and shall provide a new certificate evidencing proper insurance coverage according to the provisions of this paragraph prior to such lapsing or termination. Simple Fiber shall cause contractors, subcontractors, suppliers, service providers, and others performing work of any type for or on behalf of Simple Fiber to maintain policies of insurance equal to Simple Fiber's requirements set forth in this paragraph. *Simple Fiber shall provide*

*The Town with evidence of continued coverage consistent with this*  
**2.7. Damage or Destruction.** *Paragraph on each anniversary of the Commencement Date.*

(a) **Simple Fiber's Facilities.** In the event of a total or partial destruction of substantially all of Simple Fiber's Facilities, or any part thereof, where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is covered under a policy of insurance carried by Simple Fiber, this Agreement may be terminated at the option of Simple Fiber, or Simple Fiber, at its sole cost and expense, may commence and complete as soon as practicable the repair or restoration of the damaged Simple Fiber's Facilities, or any part thereof, to substantially the same condition immediately before the event of destruction.

(b) **Network.** In the event of a total or partial destruction of the Network, or any part thereof, including the Licensed Fibers, where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is self-insured or covered under a policy of insurance carried by the Town; this Agreement may be terminated at the option of the Town, or the Town, at its sole cost and expense, may commence and complete as soon as practicable the repair or restoration of the damaged Network, or any part thereof, including the

Licensed Fibers, to substantially their same condition immediately before the event of destruction.

**2.8 Default.** The non-defaulting Party may terminate the Agreement upon the occurrence of an Event of Default caused by the defaulting Party, if the defaulting Party fails to cure the Event of Default within the period of time specified below. In an Event of Default of a financial nature, the defaulting Party shall cure the default within two (2) business days of receipt of the notice of default. In the Event of Default of a nonfinancial nature, the defaulting Party shall cure the default within ten (10) Days of receipt of the notice of default. A failure to cure an Event of Default within the specified period of time shall constitute a material breach of the Agreement.

(a) Events of Default. The occurrence of any of the following shall constitute an Event of Default:

(i) Failure to pay any fee when due unless Simple Fiber, in good faith, disputes all or any portion of the fee, in which event Simple Fiber shall pay only that portion of the fee that it does not dispute.

(ii) Failure to perform, observe or comply with any other covenant, term or condition of the Agreement that either Party is required to observe or perform.

(iii) Assignment or transfer of Simple Fiber's interest in the Agreement, voluntarily or by operation of law.

(iv) Assignment or transfer of the Simple Fiber's assets for the benefit of Simple Fiber's creditors.

(v) Filing of a petition in bankruptcy or a petition for reorganization or other arrangement relating to the bankruptcy, insolvency, or receivership of Simple Fiber and/or its assets, unless the same is dismissed within one hundred eighty (180) Days of the filing thereof

(vi) Any representation or warranty of either Party that shall prove to have been incorrect, false, or misleading in any material respect when made.

(b) Obligation to Perform, Payment. The termination of the Agreement shall not relieve the defaulting Party of its obligation to perform its obligations, including the payment of rent, prior to the effective date of termination.

(c) Remedies for Default. The ~~non~~-defaulting Party shall have the following rights and remedies, in addition to all other rights and remedies provided by applicable law, to which the ~~non~~-defaulting Party may resort cumulatively, or in the alternative:

(i) keep the Agreement in effect and enforce all rights and remedies that it enjoys under the Agreement, including but not limited to the right to payment of all fees as they shall become due, by appropriate legal

action.

- (ii) seek specific performance of the Agreement in addition to other rights and remedies that are available at law or in equity; and
- (iii) terminate the Agreement for cause.

## **2.9. Termination.**

(a) By the Town. The Town may terminate this Agreement for all or a portion of the Licensed Fiber ("Terminated Fiber") upon giving notice, as provided herein, if: (i) the Town decides for any reason to terminate operation and maintenance of the Network; or (ii) in the event the Town determines that it needs the Network and Licensed Fiber for its own uses. Any fees paid in advance by Simple Fiber shall be refunded on the date the termination is effective. *↳ to the Town*

(b) By Simple Fiber. Simple Fiber may terminate this Agreement for all or a portion of the Licensed Fiber so long as Simple Fiber has fully paid all engineering and construction costs.

(c) Notice of Termination. For terminations contemplated by this section, the Parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice.

*Except as provided in Section 2.5 of This Agreement,*  
**2.10. Damages.** ~~Notwithstanding any other provision of this Agreement,~~ neither the Town nor Simple Fiber shall be liable to the other for any consequential, incidental, indirect, liquidated, or special damages, or for lost revenues or lost profits to any person arising out of this Agreement or the performance or nonperformance of any provision of this Agreement, even if such party has been informed of the possibility of such damages. The total liability of the Town for any claim or demand of Simple Fiber arising out this Agreement shall not exceed the amount of the fees paid by Simple Fiber to the Town prior to the date of the claim or demand.

## **2.11. Simple Fiber Practices.**

(a) Location. The location of Simple Fiber's Facilities in the Network shall be as designated by the Town.

(b) Installation and Maintenance. Simple Fiber's Facilities shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the National Electrical Code ("NEC") and the National Electrical Safety Code ("NESC"), each of which are incorporated by reference in this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), and in compliance with any lawful rules or orders now in effect or that may hereafter be issued by the Town, or other authority having jurisdiction.

(c) Interference. Simple Fiber shall not interfere with the use by the Town of the Network (including the use by any other party permitted by the Town) and agrees to cease all such actions which ~~unreasonably and materially~~ interfere with the use by the Town thereof no later than three (3) business days after receipt of written notice of the interference from the Town. In the event that Simple Fiber's cessation of action is material to Simple Fiber's use of the Network and such cessation frustrates Simple Fiber's use of the Network, within Simple Fiber's sole discretion, Simple Fiber shall have the immediate right to terminate this Agreement.

(d) The Town Rules and Regulations. Simple Fiber acknowledges that this Agreement is subject to any Town Rules and Regulations for Dark Fiber shared uses that may be adopted from time to time and acknowledges receipt of a copy of any Rules and Regulations, effective as of the Commencement Date.

(e) Violations. If Simple Fiber's Facilities, or any part thereof, are not maintained in accordance with conditions provided by this Agreement, and Simple Fiber has not corrected the violation within thirty (30) Days from receipt of written notice thereof from the Town, the Town may at its own option correct such conditions at Simple Fiber's expense. The Town will notify Simple Fiber in writing prior to performing such work whenever practicable. When the Town reasonably believes, however, that such conditions pose an immediate threat to the safety of the Town employees or the public, interfere with the performance of the service obligations of the Town, or pose an immediate threat to the physical integrity of the Network, the Town may perform such work and/or take such action at Simple Fiber's expense that it deems necessary without first giving written notice to Simple Fiber, and the Town shall be indemnified by Simple Fiber for such work in accordance with Section 2.5 of this Agreement. As soon as practicable thereafter and not later than seventy-two (72) hours after having taken such action, the Town will advise Simple Fiber in writing of the work performed or the action taken and make all reasonable efforts to arrange for recommendation of Simple Fiber's Facilities so affected. Simple Fiber shall be responsible for paying the Town for all reasonable costs

incurred by the Town in taking action under this section.

(f) Removal at End of Term. Upon expiration or termination of this Agreement, the Town shall determine whether Simple Fiber's Facilities shall be removed or remain in place. If the Town determines that the Facilities shall be removed, the Town shall so notify Simple Fiber, and Simple Fiber shall, within thirty (30) Days of such notification, remove its Facilities under the direction of the Town.

## **2.12. Representations and Warranties.**

(a) By Simple Fiber. The Simple Fiber represents and warrants that:

(i) it is in compliance with all applicable laws, rules, regulations and tariffs relating to its activities covered by the Agreement.

(ii) it is not in delinquency for payment of any Town fees, taxes or charges for electricity and other utilities and services.

(iii) it has the requisite power and authority to carry on the business it now conducts.

(iv) it is a sole proprietorship or a corporation, partnership, or limited liability company, duly formed, validly existing and in good standing under the laws of the State of Maryland.

(v) it has the power to enter into and perform its obligations under the Agreement, which constitutes a legal, valid, and binding obligation of Simple Fiber and enforceable against it in accordance with its covenants, terms and conditions.

(vi) the execution, delivery, and performance of its obligations under the Agreement have been duly authorized; and

(vii) there is no pending or threatened action or proceeding before any court or agency affecting the financial condition or operation of the Simple Fiber or its ability to perform its obligations under the Agreement.

(b) By the Town. The Town represents and warrants that:

(i) it is in compliance with all applicable laws, rules, regulations and tariffs relating to its activities covered by the Agreement.

(ii) it has the power to enter into and perform its obligations under the Agreement, which constitutes a legal, valid and binding obligation of the Town and enforceable against it in accordance with its covenants, terms and conditions.

(iii) the execution, delivery and performance of its obligations under the Agreement have been duly authorized.

(iv) there is no pending or threatened action or

proceeding before any court or agency affecting the ability to perform its obligations under the Agreement; and

(v) The Town shall maintain the Network in good operating condition for normal use. The Town OTHERWISE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY BEYOND THE MANUFACTURER'S WARRANTY AS TO THE FITNESS OF ANY MATERIALS, EQUIPMENT, OR ANY OTHER PART OR ALL OF THE FIBER OPTIC NETWORK OR THE ~~LICENSED FIBERS~~ CONSTRUCTED OR TO BE CONSTRUCTED. The warranties and ~~remedies~~ set forth above constitute the only warranties and

remedies with

written or

use.

respect to this Agreement, and are in lieu of all other warranties,

oral, statutory, express, or implied, including, without limitation, the warranty of merchantability or fitness for a particular purpose or

**2.13. Waiver.** The consent of a Party to any act or omission of the other Party shall not be deemed to imply consent to or constitute a waiver of a default or breach of any term or condition of the Agreement or a continuing waiver of a subsequent default or breach of the same or different term or condition, nor shall any custom or practice which may arise between the Parties in the administration of the Agreement be construed to waive or lessen the right of a Party to insist upon full performance of the other Party in strict compliance with the covenants, terms and conditions of the Agreement. No payment, partial payment, acceptance or partial acceptance by the Town will operate as a waiver on the part of the Town of any of its rights under the Agreement.

**2.14. Assignment.**

(a) Restrictions on Assignment. Except as otherwise provided herein, Simple Fiber may not sell, assign, subshared use or otherwise transfer in whole or in party (whether voluntarily or by action of law), directly, indirectly, or contingently this Shared Use Agreement or any interest herein to any third party, without the prior consent of the Town, which consent shall not be unreasonably withheld.

(b) Assignment to Affiliate. Without the prior consent of the Town, Simple Fiber

may assign, subshared use or otherwise transfer in whole or in part (whether voluntarily or by action of law) directly, indirectly, or contingently this shared use or any interest herein to an Affiliate, so long as that Affiliate provides information to the Town within thirty (30) Days of the assignment, establishing that it either: (i) has the ability to meet the financial obligations under this shared use. If Affiliate fails to meet one of the criteria set forth above, the Assignment shall be null and void.

*needs to be defined*

*Agreement*

(c) Assignment to Third Party Providing Similar Services. Simple Fiber may assign, subshared use, or transfer, pursuant to a merger, sale or transfer of all or substantially all of the assets or interests of Simple Fiber, all of its rights and obligations under this Agreement to any party that provides similar services as Simple Fiber, so long as the surviving or purchasing entity assumes, in writing, all of the obligations of Simple Fiber under this Agreement, and provides information acceptable to the Town within thirty (30) Days after the assignment, subshared use, transfer, merger, or sale, sufficient to satisfy the Town that the proposed assignee can meet those obligations.

*This is inconsistent w/ 2.14(a)*

**2.15. Disputes.** Both Parties shall attempt to resolve any controversy, claim, problem, or dispute arising out of or related to this Agreement through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not resolved by the project managers of each Party, either Party may request that senior management become involved, with the express authority to resolve the problem or issue. If senior management does not successfully resolve the dispute, the dispute may be submitted to mediation. Each party shall bear its own costs of mediation. If mediation does not resolve the dispute within a reasonable amount of time, the Parties may pursue other avenues of relief.

**2.16. Notices.** All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, by commercial overnight delivery service, ~~by facsimile transmission~~, or by electronic transmission, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to the Town: Donald Mulrine, Town Administrator  
4 North Second Street  
Denton, Maryland 21629  
Telephone: (410) 479-2050

*Email:* \_\_\_\_\_

If to Simple Fiber:                      Bret Davis, Managing Member  
Simple Fiber LLC  
318 West Carroll Street Suite A  
Salisbury MD 21801

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**2.17. Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

**2.18. Complete Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. Each Party and its counsel have reviewed the Agreement. Accordingly, the normal rules of construction to the effect that any ambiguity will be resolved against the drafting party will not be employed in the construction and interpretation of the Agreement.

**2.19 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and shall not be construed as granting rights to any person or entity other than the Parties, or imposing on either Party obligations to any person or entity other than a Party.

**2.20. Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Maryland. Trial of any action regarding any dispute regarding this Agreement will be vested in the Circuit Court for Caroline County.

**2.21. Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and affixed their respective seals the day and year first above written.

**THE TOWN OF DENTON, MARYLAND**

Witness \_\_\_\_\_ By: \_\_\_\_\_

**Simple Fiber, LLC**

Witness \_\_\_\_\_ By: \_\_\_\_\_  
**Bret Davis**  
**Managing Member**