

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
1999 Legislative Session

Bill No. CB-16-1999
 Chapter No. 5
 Proposed and Presented by The Chairman (by request - County Executive)
 Introduced by Council Members Hendershot and Wilson
 Co-Sponsors _____
 Date of Introduction March 23, 1999

BILL

1 AN ACT concerning

2 Cable Television and Telecommunications

3 For the purpose of amending in its entirety current Cable Code to revise the procedures and
 4 requirements relating to cable television franchises to reflect changes in applicable law and to
 5 better ensure that the use of public rights-of-way by cable systems serves the public interest.

6 BY repealing:

7 SUBTITLE 5A. CABLE TELEVISION AND
 8 TELECOMMUNICATIONS.

9 Sections 5A-101, 5A-102, 5A-103, 5A-104, 5A-105,
 10 5A-106, 5A-107, 5A-108, 5A-109, 5A-110,
 11 5A-111, 5A-112, 5A-113, 5A-114, 5A-115,
 12 5A-116, 5A-117, 5A-118, 5A-119, 5A-120,
 13 5A-121, 5A-122, 5A-123, 5A-124, 5A-125,
 14 5A-126, 5A-127, 5A-128, 5A-129, 5A-130,
 15 5A-131, 5A-132, 5A-133, 5A-134, 5A-135,
 16 5A-136, 5A-137, 5A-138, 5A-139, 5A-140,
 17 5A-141, 5A-142, 5A-143, 5A-144, 5A-145,
 18 5A-146, 5A-147, and 5A-148,

19 The Prince George's County Code
 20 (1995 Edition, 1998 Supplement).

21 BY adding:

SUBTITLE 5A. CABLE TELEVISION AND
TELECOMMUNICATIONS.

Sections 5A-101, 5A-102, 5A-103, 5A-104, 5A-105,
5A-106, 5A-107, 5A-107.01, 5A-108, 5A-109,
5A-110, 5A-111, 5A-112, 5A-113, 5A-114,
5A-114.01, 5A-115, 5A-116, 5A-117, 5A-118,
5A-119, and 5A-120,

The Prince George's County Code
(1995 Edition, 1998 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
Maryland, that Sections 5A-101 through 5A-148, inclusive, of the Prince George's County Code
be and the same are hereby repealed:

SUBTITLE 5A. CABLE TELEVISION AND TELECOMMUNICATIONS.

DIVISION 1. CABLE TELEVISION.

[Sections 5A-101 through 5A-148.]

SECTION 2. BE IT FURTHER ENACTED that Sections 5A-101 thru 5A-120 be and the
same are hereby added to the Prince George's County Code:

SUBTITLE 5A. CABLE TELEVISION AND TELECOMMUNICATIONS.

DIVISION 1. CABLE TELEVISION.

Sec. 5A-101. General provisions and findings.

(a) This Subtitle shall be known and may be cited as the "Prince George's County Cable
Communications Regulatory Code."

(b) Prince George's County, Maryland, finds that the further development of cable
communications may result in great benefits for the people of the County. Cable technology is
rapidly changing, and cable plays an essential role as part of the County's basic infrastructure.
Cable television systems occupy and extensively make use of scarce and valuable public rights-
of-way, in a manner different from the way in which the general public uses them, and in a
manner reserved primarily for those who provide essential services to the public subject to
special public interest obligations, such as utility companies. The County finds that public
convenience, safety, and general welfare can best be served by establishing regulatory powers

1 vested in the County or such persons as the County so designates to protect the public and to
 2 ensure that any franchise granted is operated in the public interest.

3 (c) The County further finds that cable systems have the capacity to provide not only
 4 entertainment and information services to County residents, but can provide a variety of
 5 broadband, interactive communications services to institutions and individuals.

6 (d) In light of the foregoing, the following goals, among others, underlie the provisions set
 7 forth in this Subtitle:

8 (1) Cable service should be available to as many County residents as possible.

9 (2) A cable system should be capable of accommodating both present and reasonably
 10 foreseeable future cable-related needs of the County.

11 (3) A cable system should be constructed and maintained during a franchise term so
 12 that changes in technology may be integrated to the maximum extent possible into existing
 13 system facilities.

14 (4) A cable system should be responsive to the needs and interests of the local
 15 community, and should provide a diversity of information sources and services to the public.

16 (5) A cable operator should pay fair compensation to the County for the use of public
 17 rights-of-way.

18 (e) The County intends that all provisions set forth in this Subtitle shall be construed to
 19 serve the public interest and the public purposes set forth herein, and that any franchise issued
 20 pursuant to this Subtitle shall be construed to include the findings and public purposes set forth
 21 herein as integral parts thereof.

22 (f) The County may delegate the performance of any act, duty, or obligation, or the
 23 exercise of any power, under this Subtitle or any franchise agreement to any employee, officer,
 24 department or agency, except where prohibited by applicable law.

25 **Sec. 5A-102. Definitions and word usage.**

26 (a) For the purposes of this Subtitle, the following terms, phrases, words, and
 27 abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not
 28 inconsistent with the context, words used in the present tense include the future tense; words in
 29 the plural number include the singular number, and words in the singular number include the
 30 plural number; and the masculine gender includes the feminine gender. The words "shall" and
 31 "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated, words not

1 defined herein shall be given the meaning set forth in Title 47 of the United States Code, as
 2 amended, and, if not defined therein, their common and ordinary meaning.

3 (1) **Access Channel** shall mean any channel on a cable system set aside by a
 4 franchisee for public, educational, or governmental ("PEG") use.

5 (2) **Affiliate** shall mean any person who owns or controls, is owned or controlled by,
 6 or is under common ownership or control with a franchisee.

7 (3) **Basic Service** shall mean any service tier that includes the retransmission of local
 8 television broadcast signals and/or PEG access signals.

9 (4) **Cable Act** shall mean the Cable Communications Policy Act of 1984, 47 U.S.C.
 10 § 521 et seq., as amended from time to time.

11 (5) **Cable Service** shall mean: (1) the one-way transmission to subscribers of video
 12 programming or other programming services; and (2) subscriber interaction, if any, which is
 13 required for the selection or use of such video programming or other programming service.

14 (6) **Cable System or System** shall mean a facility consisting of a set of closed
 15 transmission paths and associated signal generation, reception, and control equipment that is
 16 designed to provide cable television service which includes video programming and which is
 17 provided to multiple subscribers within the County, but such term does not include: (1) a facility
 18 that serves only to retransmit the television signals of one or more television broadcast stations;
 19 (2) a facility that serves subscribers without using any public rights-of-way; (3) a facility of a
 20 common carrier which is subject, in whole or in part, to the provisions of Title II of the
 21 Communications Act, except that such facility shall be considered a cable system if such facility
 22 is used in the transmission of video programming directly to subscribers; (4) an open video
 23 system that complies with 47 U.S.C. § 573; or (5) any facilities of any electric utility used solely
 24 for operating its electric utility system. A reference to a cable system refers to any part thereof,
 25 including, without limitation, converters. This definition shall not be deemed to circumscribe or
 26 limit the valid authority of Prince George's County to regulate or franchise the activities of any
 27 other communications system or provider of communications services to the full extent permitted
 28 by law. Any franchise agreement shall define the services of any franchisee who is authorized to
 29 use the public rights-of-way to provide such services.

(7) **Channel** shall mean a six Megahertz (MHZ) frequency band, or equivalent capacity, which is capable of carrying either one standard video signal, a number of audio, digital or other non-video signals or some combination of such signals.

(8) **Commission or CATV Commission** shall mean the Prince George=s County Cable Television Commission established herein, or its designee.

(9) **County** shall mean Prince George=s County, Maryland, and any agency, department, or agent thereof.

(10) **Converter** shall mean an electronic device which may serve as an interface between a system and a subscriber's television receiver or other terminal equipment, and which may perform a variety of functions, including signal security, descrambling, electronic polling, frequency conversion and channel selection.

(11) **Council** shall mean the County Council of Prince George's County, Maryland.

(12) **County Executive** mean the County Executive of Prince George=s County, Maryland, or the County Executive's designee.

(13) **Customer** shall mean the same as "Subscriber", defined herein.

(14) **Director** shall mean the Director, or the Director's designee of the Office of Business and Regulatory Affairs.

(15) **Educational Access Channel or Educational Channel** shall mean any channel on a cable system set aside by a franchisee for educational use.

(16) **Fair Market Value** shall mean the price that a willing buyer would pay to a willing seller.

(17) **FCC** shall mean the Federal Communications Commission, its designee, or any successor governmental entity thereto.

(18) **Force Majeure** shall mean that the franchisee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to the agreement due, directly or indirectly, to severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, accidents for which franchisee is not primarily responsible, fire, flood or other act of God, sabotage or other events to the extent that such causes or other events are beyond the reasonable control of the franchisee. In the event that any such

1 delay in performance or failure to perform affects only part of the franchisee's capacity to
 2 perform, the franchisee shall perform to the maximum extent it is able to perform and shall take
 3 all reasonable steps within its power to correct such cause(s) in as expeditious a manner as
 4 possible.

5 (19) **Franchise** shall mean a non-exclusive authorization granted pursuant to this
 6 Subtitle to construct, operate, and maintain a cable system along the public rights-of-way to
 7 provide cable service within all or a specified area of Prince George's County, Maryland. Any
 8 such authorization, in whatever form granted, shall not mean or include any general license or
 9 permit required for the privilege of transacting and carrying on a business within the County as
 10 required by the ordinances and laws of the County, or for attaching devices to poles or other
 11 structures, whether owned by the County or a private entity, or for excavating or performing
 12 other work in or along public rights-of-way.

13 (20) **Franchise Agreement** shall mean a contract entered into pursuant to this Subtitle
 14 between the County and a franchisee that sets forth, subject to this Subtitle, the terms and
 15 conditions under which a franchise will be granted and exercised.

16 (21) **Franchise Area** shall mean the area of the County that a franchisee is authorized
 17 to serve as provided for in its franchise agreement.

18 (22) **Franchisee** shall mean a natural person, partnership, domestic or foreign
 19 corporation, association, joint venture, or organization of any kind that has been granted a
 20 franchise by a natural person, partnership, domestic or foreign corporation, association, joint
 21 venture, or organization of any kind that has been granted a franchise by the County.

22 (23) **Governmental Access Channel or Governmental Channel** shall mean any
 23 channel on a cable system set aside by a franchisee for government use.

24 (24) **Gross Revenues** shall mean any and all cash, credits, property or other
 25 consideration of any kind or nature that constitute revenue in accordance with generally accepted
 26 accounting principles and that arise from or are attributable to, or in any way derived directly or
 27 indirectly by a franchisee or its affiliates, or by any other entity that is a cable operator of the
 28 franchisee's system to provide cable services except as hereinafter specifically excluded.

29 Consistent with the foregoing, the following, without limitation, shall be included in gross
 30 revenues to the extent derived from the operation of a franchisee's cable system to provide cable
 31 services in the County: monthly fees collected from subscribers from any basic, optional,

1 premium, per-channel, per-program services, or cable programming service; installation,
 2 disconnection, reconnection, and change-in-service fees; fees, payments, or other consideration
 3 received from programmers for carriage of programming on franchisee's cable system; revenues
 4 from rentals or sales of converters or other equipment; studio rental; fees from third party
 5 unaffiliated programmers for leased access programming; production equipment, rental fee and
 6 personal fees, advertising revenues, net of normal agency commissions; revenues from the sale
 7 or carriage of other cable services; revenues from leased channel fees; late fees and
 8 administrative fees; fees, payments, or other consideration received from programmers for
 9 carriage of programming on the system; revenues from Internet access services; and revenues
 10 from home shopping and bank-at-home channels. gross revenues shall not include any taxes on
 11 services furnished by a franchisee which are imposed directly on any subscriber or user by the
 12 community or another governmental unit and which are collected by the franchisee on behalf of
 13 said governmental unit. A franchise fee is not such a tax.

14 Gross revenues shall not include (i) any consideration paid by the County to a franchisee
 15 for an institutional network ("I-NET"), or any expense reimbursement paid by the County or its
 16 agents, or by PEG users, to the franchisee; (ii) any compensation awarded to a franchisee based
 17 on the County's condemnation of property of the franchisee; (iii) any uncollected receipts (i.e.,
 18 "bad debt"), provided, however, that all or any part of any such actual bad debt that is written off
 19 but subsequently collected shall be included in gross revenues in the period collected. Any
 20 amounts includable as gross revenues that are received by an affiliate or any other entity that is a
 21 cable operator of franchisee's cable system shall not be counted as gross revenues to the extent
 22 that such amounts are also received directly by the franchisee, to ensure that no such revenue is
 23 counted twice.

24 (25) **Installation** shall mean the connection of system services to subscribers'
 25 television receivers or other subscriber-owned or provided terminal equipment.

26 (26) **Leased Access Channel or Commercial Access Channel** shall mean any
 27 channel on a cable system designated or dedicated for use by a person unaffiliated with the
 28 franchisee.

29 (27) **Net Profit** shall mean the amount remaining after deducting from gross revenues
 30 all of the actual, direct and indirect, expenses associated with operating the cable system,
 31 including the franchise fee, interest, depreciation, and Federal or State income taxes.

1 (28) **Normal Business Hours** shall mean those hours during which most similar
 2 businesses in the community are open to serve customers, including some evening hours at least
 3 one night per week and/or some weekend hours.

4 (29) **Normal Operating Conditions** shall mean those service conditions that are
 5 within the control of a franchisee. Conditions that are not within the control of a franchisee
 6 include, but are not limited to, natural disasters, civil disturbances, power outages, telephone
 7 network outages, and severe weather conditions. Conditions that are ordinarily within the
 8 control of a franchisee include, but are not limited to, special promotions, pay-per-view events,
 9 rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of a cable
 10 system.

11 (30) **OVS** shall mean an open video system that complies with 47 U.S.C. § 653, as
 12 amended.

13 (31) **PEG** shall mean Public, Educational and Governmental.

14 (32) **Person** shall mean an individual, partnership, association, joint stock company,
 15 organization, corporation, or any lawful successor thereto or transferee thereof, but such term
 16 does not include the County.

17 (33) **Programmer** shall mean any person or entity that produces or otherwise provides
 18 program material or information for transmission by video, audio, digital or other signals, either
 19 live or from recorded traces or other storage media, to users or subscribers by means of a cable
 20 system.

21 (34) **Public Access Channel** shall mean any channel on a cable system set aside by a
 22 franchisee for use by the general public, including groups and individuals, and which is available
 23 for such use on a non-discriminatory basis.

24 (35) **Public Benefit Corporation** shall mean any nonprofit, tax-exempt organization
 25 which has as its primary purpose the provision of services of education, health, civic, charitable,
 26 or similar nature on a County-wide basis.

27 (36) **Public Rights-of-Way** shall mean the surface, the air space above the surface,
 28 and the area below the surface of any public street, highway, lane, path, alley, sidewalk,
 29 boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property within
 30 the County, which, consistent with the purposes for which it was dedicated, may be used for the
 31 purpose of installing and maintaining a cable system. No reference herein, or in any franchise

1 agreement, to a "public Right-of-Way" shall be deemed to be a representation or guarantee by
 2 the County that its interest or other right to control the use of such property is sufficient to permit
 3 its use for such purposes, and a franchisee shall be deemed to gain only those rights to use as are
 4 properly in the County and as the County may have the undisputed right and power to give.

5 (37) **Security Fund** shall mean a performance bond, letter of credit, or cash deposit, or
 6 any or all of these, to the extent required by a franchise agreement.

7 (38) **Service Interruption** shall mean loss of picture or sound on one or more cable
 8 channels, as described in FCC regulations as of December 1, 1998.

9 (39) **Subscriber** shall mean any person who legally receives any service delivered
 10 over a cable system.

11 (40) **User** shall mean a person or organization using a channel or equipment and
 12 facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof
 13 in the capacity of a subscriber.

14 **Sec. 5A-103. Grant of franchise.**

15 (a) (1) The County may grant one or more cable franchises for the County or designated
 16 areas therein, and each such franchise shall be awarded in accordance with and subject to the
 17 provisions of this Subtitle.

18 (2) Franchises shall be granted by action of the Council pursuant to applicable law.

19 (3) No person may construct or operate a cable system without a franchise granted by
 20 the County. No person may be granted a franchise without having entered into a franchise
 21 agreement with the County pursuant to this Subtitle.

22 (b) No franchise shall be granted for a period of more than fifteen (15) years, except that a
 23 franchisee may apply for renewal or extension pursuant to applicable law.

24 (c) (1) A franchise authorizes use of public rights-of-way for installing cables, wires,
 25 lines, optical fiber, underground conduit, and other devices necessary and appurtenant to the
 26 operation of a cable system to provide cable service within a franchise area, but does not
 27 expressly or implicitly authorize a franchisee to provide service to, or install a cable system on,
 28 private property without owner consent (except for use of compatible easements pursuant to
 29 Section 621 of the Cable Act, 47 U.S.C. § 541(a)(2) and common law), or to use publicly or
 30 privately owned conduits without a separate agreement with the owners.

1 (2) A franchise shall constitute both a right and an obligation to provide the cable
 2 services regulated by the provisions of this Subtitle and the franchise agreement.

3 (3) A franchise is non-exclusive and will not explicitly or implicitly preclude the
 4 issuance of other franchises to operate cable systems within the County, affect the County's right
 5 to authorize use of public rights-of-way by other persons to operate cable systems or for other
 6 purposes as it determines appropriate, or affect the County's right to itself construct, operate, or
 7 maintain a cable system, with or without a franchise.

8 (4) All privileges prescribed by a franchise shall be subordinate to (without
 9 limitation) the County's use and any prior lawful occupancy of the public rights-of-way.

10 (5) The County reserves the right to designate where a franchisee's facilities are to be
 11 placed within the public rights-of-way and to resolve any disputes among users of the public
 12 rights-of-way.

13 (d) (1) A franchisee shall at all times be subject to and shall comply with all applicable
 14 federal, state, and local laws. A franchisee shall at all times be subject to all lawful exercise of
 15 the police power of the County, including all rights the County may have under 47 U.S.C. § 552.
 16 Nothing in a franchise agreement shall be deemed to waive the requirements of the various codes
 17 and ordinances of the County regarding permits, fees to be paid, or manner of construction.

18 (2) No course of dealing between a franchisee and the County, or any delay on the
 19 part of the County in exercising any rights hereunder, or any acquiescence by the County in the
 20 actions of a franchisee that are in contravention of such rights (except to the extent such rights
 21 are expressly waived by the County) shall operate as a waiver of any such rights of the County.

22 (3) The County may, from time to time, issue such reasonable rules and regulations
 23 concerning cable systems as are consistent with applicable law.

24 (e) (1) The provisions of this Subtitle and any franchise agreement will be liberally
 25 construed in favor of the County in order to effectuate their purposes and objectives and to
 26 promote the public interest.

27 (2) Subject to federal law or regulation, a franchise agreement will be governed by
 28 and construed in accordance with the laws of the State of Maryland.

29 (f) Any person who occupies the public rights-of-way of the County for the purpose of
 30 operating or constructing a cable system or an OVS and who does not hold a valid franchise (or
 31 other authority allowing such entity to be in the public rights-of-way to provide video services)

1 from the County shall nonetheless, to the extent allowable by law, be subject to all provisions of
 2 this Subtitle, including but not limited to, its provisions regarding construction and technical
 3 standards and franchise fees. Such person shall apply for a franchise within thirty (30) days of
 4 receipt of a written notice by the County that a franchise agreement is required. The County
 5 may, in its discretion, require such person to remove its property and restore the area to a
 6 condition satisfactory to the County within a reasonable time period, as the County shall
 7 determine, remove the property itself and restore the area to a satisfactory condition and charge
 8 the person the costs therefor, and/or take any other action it is entitled to take under applicable
 9 law, including filing for and seeking damages for trespass. In no event shall a franchise be
 10 created unless it is issued by action of the County and subject to a written franchise agreement.

11 (g) Any act that a franchisee is or may be required to perform under this Subtitle, a
 12 franchise agreement, or applicable law, including but not limited to removal, replacement, or
 13 modification of the installation of any of its facilities and restoration to County standards and
 14 specifications of any damage or disturbance caused to the public rights-of-way as a result of its
 15 operations or construction on its behalf, shall be performed at the franchisee's expense, unless
 16 expressly provided to the contrary in this Subtitle, the franchise agreement, or applicable law.

17 (h) Nothing herein shall be deemed or construed to impair or affect, in any way or to any
 18 extent, the County's rights of eminent domain to the extent to which they may apply to any
 19 public utility or cable system.

20 **Sec. 5A-104. Franchise applications.**

21 (a) (1) A written application shall be filed with the County for grant of an initial
 22 franchise or modification of a franchise agreement pursuant to 47 U.S.C. §545.

23 (2) To be acceptable for filing, a signed original of the application shall be submitted
 24 together with twenty-five (25) copies. The application must be accompanied by any required
 25 application filing fee, conform to any applicable request for proposals, and contain all required
 26 information. All applications shall include the names and addresses of persons authorized to act
 27 on behalf of all applicants with respect to the application.

28 (3) All applications accepted for filing shall be made available by the County for
 29 public inspection.

30 (b) (1) A person may apply for an initial franchise by submitting an application
 31 containing the information required in this Section. Upon receipt of such an application, the

County may either (a) evaluate the application pursuant to this Section, conducting such investigations as it deems necessary; or (b) issue a Request for Proposals ("RFP"), after conducting, if necessary, a proceeding to identify the future cable-related needs and interests of the community. Any such RFP shall be mailed to the person requesting its issuance and made available to any other interested party. The RFP may contain a proposed franchise agreement.

(2) An applicant shall respond to an RFP by filing an application within the time directed by the County, providing the information and material set forth in this Section. The procedures, instructions, and requirements set forth in the RFP shall be followed by each applicant. Any applicant that has already filed materials pursuant to this Section need not refile the same materials with its RFP response, but must amplify its application to include any additional or different materials required by the RFP. The County or its designee may seek additional information from any applicant and establish deadlines for the submission of such information.

(3) In evaluating an application for a franchise, the County shall consider, among other things, the following factors:

(A) The extent to which the applicant has substantially complied with the applicable law and the material terms of any existing cable franchise for the County;

(B) Whether the quality of the applicant's service under any existing franchise in the County, including signal quality, response to customer complaints, billing practices, and the like, has been reasonable in light of the needs and interests of the communities served;

(C) Whether the applicant has the financial, technical, and legal qualifications to provide cable service;

(D) Whether the application satisfies any minimum requirements established by the County and is otherwise reasonable to meet the future cable-related needs and interests of the community, taking into account the cost of meeting such needs and interests;

(E) Whether, to the extent not considered under Subsection 5A-104(b)(3)(D), the applicant will provide adequate PEG access channel capacity, facilities, or financial support;

(F) Whether issuance of a franchise is warranted in the public interest considering the immediate and future effect on the public rights-of-way and private property that would be used by the cable system, including the extent to which installation or maintenance as planned would require replacement of property or involve disruption of property, public services,

1 or use of the public rights-of-way, the effect of granting a franchise on the ability of cable to
 2 meet the cable-related needs and interests of the community, and the comparative superiority or
 3 inferiority of competing applications.

4 (G) What effects a grant of the application may have on competition in the
 5 delivery of cable service in the County.

6 (4) If the County finds that it is in the public interest to issue a franchise considering
 7 without limitation the factors set forth above, and subject to the applicant's entry into an
 8 appropriate franchise agreement, it shall issue a franchise. If the County denies a franchise, it
 9 will issue a written decision explaining why the franchise was denied. Prior to deciding whether
 10 or not to issue a franchise, the County may hold one or more public hearings or implement other
 11 procedures under which comments from the public on an application may be received. The
 12 County also may grant or deny a request for a franchise based on its review of an application
 13 without further proceedings and may reject any application that is incomplete or fails to respond
 14 to an RFP. This Subtitle is not intended and shall not be interpreted to grant any party standing
 15 to challenge the denial of an application or the issuance of a franchise unless such standing is
 16 necessary to enforce a party=s rights under its franchise agreement or applicable law.

17 (c) An RFP for the grant of an initial franchise shall require, and any such application shall
 18 contain, at a minimum, the following information:

19 (1) Name and address of the applicant and identification of the ownership and control
 20 of the applicant, including: the names and addresses of the ten (10) largest holders of an
 21 ownership interest in the applicant and affiliates of the applicant, and all persons with
 22 five percent (5%) or more ownership interest in the applicant and its affiliates; the persons who
 23 control the applicant and its affiliates; all officers and directors of the applicant and its affiliates;
 24 and any other business affiliation and cable system ownership interest of each named person.

25 (2) A demonstration of the applicant's technical ability to construct and/or operate the
 26 proposed cable system, including identification of key personnel.

27 (3) A demonstration of the applicant's legal qualifications to construct and/or operate
 28 the proposed cable system, including but not limited to the following factors:

29 (A) The County shall consider whether an applicant has had previous requests
 30 for a franchise denied by the County or other franchising authorities.

1 (B) The applicant must have the necessary authority under Maryland law to
2 operate a cable system.

3 (C) The applicant must have the necessary authority under federal law to hold
4 the franchise and operate a cable system. An applicant must have, or show that it is qualified to
5 obtain, any necessary federal franchises or waivers required to operate the system proposed.

6 (D) The County shall consider whether, at any time during the ten (10) years
7 preceding the submission of the application, the applicant was convicted of any act or omission
8 of such character that the applicant cannot be relied upon to deal truthfully with the County and
9 the subscribers of the cable system, or to substantially comply with its lawful obligations under
10 applicable law, including obligations under consumer protection laws and laws prohibiting
11 anticompetitive acts, fraud, racketeering, or other similar conduct.

12 (E) The County shall consider whether an applicant files materially misleading
13 information in its application or intentionally withholds information that the applicant lawfully is
14 required to provide.

15 (F) The County shall provide an opportunity to an applicant to show that it
16 would be inappropriate to deny it a franchise by virtue of the particular circumstances
17 surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom
18 and prevent their recurrence, the lack of involvement of the applicant's principals, or the
19 remoteness of the matter from the operation of cable systems.

20 (4) A demonstration of financial qualifications to complete the construction and
21 operation of the cable system proposed.

22 (5) A description of any prior experience in cable system ownership, construction,
23 and operation, and identification of communities in which the applicant or any of its principals
24 have, or have had, a cable franchise or any interest therein.

25 (6) Identification of the area of the County to be served by the proposed cable system,
26 including a description of the proposed franchise area's boundaries.

27 (7) A detailed description of the physical facilities proposed, including channel
28 capacity, technical design, performance characteristics, headend, and access facilities.

29 (8) Where applicable, a description of the construction of the proposed system,
30 including an estimate of plant mileage and its location, the proposed construction schedule, and a

1 description, where appropriate, of how services will be converted from existing facilities to new
 2 facilities.

3 (9) A demonstration of how the applicant will reasonably meet the future cable-
 4 related needs and interests of the community, including PEG access channel capacity, facilities,
 5 or financial support to meet the community's needs and interests.

6 (10) If necessary at the County's discretion, pro forma financial projections for the
 7 proposed franchise term, including a statement of projected income, and a schedule of planned
 8 capital additions, with all significant assumptions explained in notes or supporting schedules.

9 (11) Any other information that may be necessary to demonstrate compliance with the
 10 requirements of this Subtitle.

11 (12) Any additional information that the County may request of the applicant that is
 12 relevant to the County's consideration of the application.

13 (13) An affidavit or declaration of the applicant or authorized officer certifying the
 14 truth and accuracy of the information in the application, acknowledging the enforceability of
 15 application commitments, and certifying that the application meets all federal and state law
 16 requirements.

17 (14) The County may, at its discretion and upon request of an applicant, waive in
 18 writing the provision of any of the information required by this Section 5A-104(c).

19 (d) The renewal of any franchise to provide cable service shall be conducted in a manner
 20 consistent with Section 626 of the Cable Act, 47 U.S.C. § 546, as from time to time amended.

21 (e) An application for modification of a franchise agreement shall include, at a minimum,
 22 the following information:

23 (1) The specific modification requested;

24 (2) The justification for the requested modification, including the impact of the
 25 requested modification on subscribers and others, and the financial impact on the applicant if the
 26 modification is approved or disapproved, demonstrated through, *inter alia*, submission of
 27 financial pro formas;

28 (3) A statement whether the modification is sought pursuant to Section 625 of the
 29 Cable Act, 47 U.S.C. § 545, and, if so, a demonstration that the requested modification meets the
 30 standards set forth in 47 U.S.C. § 545;

1 (4) Any other information that the applicant believes is necessary for the County to
 2 make an informed determination on the application for modification; and

3 (5) An affidavit or declaration of the applicant or authorized officer certifying the
 4 truth and accuracy of the information in the application, and certifying that the application is
 5 consistent with all federal and state law requirements.

6 (f) An applicant shall be notified of any public hearings held in connection with the
 7 evaluation of its application and shall be given an opportunity to be heard. In addition, prior to
 8 the issuance of a franchise, the County shall provide for the holding of a public hearing within
 9 the proposed franchise area, following reasonable notice to the public, at which every applicant
 10 and its applications shall be examined and the public and all interested parties afforded a
 11 reasonable opportunity to be heard.

12 (g) Following approval by the County, any franchise granted pursuant to this Subtitle, and
 13 the rights, privileges and authority granted by a franchise agreement, shall take effect and be in
 14 force from and after the first date on which both the franchisee and the County have accepted
 15 and signed the franchise agreement and the bill granting County approval is effective.

16 **Sec. 5A-105. Filing fees.**

17 (a) To be acceptable for filing, any application of the type listed below submitted after the
 18 effective date of this Subtitle shall be accompanied by a nonrefundable filing fee of Five
 19 Thousand Dollars (\$5,000), payable to the County, to cover costs incidental to the awarding or
 20 enforcement of the franchise, as appropriate:

21 (1) Application for an initial franchise or for issuance of an RFP;

22 (2) Application for renewal of a franchise;

23 (3) Application for modification of a franchise agreement; or

24 (4) Application for approval of a transfer.

25 (b) To the extent consistent with applicable law:

26 (1) The County may require the franchisee, or, where applicable, a transferor or
 27 transferee, to reimburse the County for its reasonable out-of-pocket expenses in considering the
 28 application, including consultants' fees;

29 (2) No payments made hereunder shall be considered a franchise fee, but fall within
 30 one or more of the exceptions in 47 U.S.C. § 542(g)(2).

1 **Sec. 5A-106. Provision of cable service.**

2 (a) A franchisee shall construct and operate its system so as to provide service to all parts
3 of its franchise area having a density of at least twenty (20) residences per mile of system. In
4 addition, all areas which reach such density at any time during the franchise term shall be
5 provided service upon reaching the minimum density.

6 (b) Except as federal law may otherwise require, and subject to the minimum density
7 requirement specified above, a franchisee shall, upon request: (1) extend its trunk and
8 distribution system to any subscriber located within two hundred fifty (250) feet of a main
9 distribution cable located in the public rights-of-way at its standard installation charge, unless the
10 franchisee demonstrates to the County=s satisfaction that extraordinary circumstances exist; and
11 (2) extend its trunk and distribution system to any potential subscriber outside the two hundred
12 fifty (250) foot limit, provided that the franchisee may charge the potential subscriber for the cost
13 of the actual length of the installed drop, or the shortest distance to the point where the franchisee
14 would be required to extend its distribution system, whichever is shorter, except where the
15 franchisee has demonstrated to the County=s satisfaction that extraordinary circumstances exist.
16 In areas where the minimum density requirement is not met, or where extraordinary
17 circumstances exist, a franchisee shall, upon request, extend its cable system to a potential
18 subscriber, provided that the subscriber shall pay the additional extension costs.

19 (c) (1) "Additional extension costs" as used above shall mean a subscriber's pro rata
20 share of: a franchisee's total construction costs at the actual density of affected potential
21 subscribers, less the total construction costs that the franchisee would incur if it were extending
22 its system to make service available to the same number of potential subscribers at a density of
23 twenty (20) residences per mile.

24 (2) "Total construction costs" are defined for purposes of this Section as the actual
25 turnkey cost to construct the entire extension including electronics, pole make-ready charges, and
26 labor, but not the cost of the house drop.

27 (d) (1) It is the right of all subscribers in the franchise area to receive all available
28 services from a franchisee, as those services become available, as long as their financial and
29 other obligations to the franchisee are satisfied.

30 (2) A franchisee shall ensure that all subscribers receive continuous uninterrupted
31 service. At the County's request, a franchisee shall, as trustee for its successor in interest,

1 operate its system for a temporary period (the "Transition Period") following the termination,
 2 sale, or transfer of its franchise as necessary to maintain service to subscribers, and shall
 3 cooperate with the County to assure an orderly transition to another franchisee.

4 (3) During such Transition Period, a franchisee shall not sell any of the system assets,
 5 nor make any physical, material, administrative or operational change that would tend to reduce
 6 the quality of service to subscribers, decrease the system's income, or materially increase
 7 expenses without the express permission, in writing, of the County.

8 (4) The County may seek legal and/or equitable relief to enforce the provisions of this
 9 Section.

10 (5) The Transition Period shall be no longer than the period required to ensure that
 11 cable service will be available to subscribers, and shall not be longer than thirty-six (36) months,
 12 unless extended by the County for good cause. During the Transition Period, a franchisee will
 13 continue to be obligated to comply with the terms and conditions of the agreement and
 14 applicable laws and regulations.

15 (6) If a franchisee abandons its system during the franchise term, or fails to operate
 16 its system in accordance with the terms of its franchise agreement during any Transition Period,
 17 the County, at its option, may operate the system, designate another entity to operate the system
 18 temporarily until the franchisee restores service under conditions acceptable to the County or
 19 until the franchise is revoked and a new franchisee selected by the County is providing service,
 20 or obtain an injunction requiring the franchisee to continue operations. If the County is required
 21 to operate or designate another entity to operate the cable system, the franchisee shall reimburse
 22 the County or its designee for all costs and damages incurred that are in excess of the revenues
 23 from the cable system.

24 (7) A franchisee shall forfeit its rights to notice and hearing, and the Council may by
 25 resolution declare its franchise immediately terminated, in addition to any other relief or
 26 remedies it may have under its franchise agreement, this Subtitle, or other applicable law, if:

27 (A) The franchisee fails to provide cable service in accordance with its franchise
 28 over a substantial portion of the franchise area for ninety-six (96) consecutive hours, unless the
 29 County authorizes a longer interruption of service or the failure is due to *force majeure* as
 30 characterized in its franchise agreement; or

1 (B) The franchisee, for any period, willfully and without cause refuses to
 2 provide cable service in accordance with its franchise over a substantial portion of the franchise
 3 area.

4 (8) The franchisee shall provide, without charge within the franchise territory, one
 5 service outlet to each fire station, public school building, police station, public library, and other
 6 such buildings used for municipal purposes as may be designated by the County; provided,
 7 however, that, if it is necessary to extend the franchisee's trunk or feeder lines more than one
 8 thousand (1,000) feet solely to provide service to any such school or public building, the County
 9 shall have the option either of paying the franchisee's direct costs for the portion in excess of one
 10 thousand (1,000) feet, or of releasing the franchisee from the obligation to provide service to
 11 such building. Furthermore, the franchisee shall be permitted to recover, from any public
 12 building owner entitled to free service the direct cost of installing, when requested to do so, more
 13 than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred
 14 fifty (250) feet of drop cable.

15 (9) No charge shall be made to the County or any board, bureau or department of the
 16 County, or any municipal government for use of the government access channels.

17 (e) (1) The franchisee shall be required to interconnect its cable television system with
 18 other cable television systems or other broadband communications facilities located in
 19 contiguous communities. Such interconnection shall be made within ninety (90) days of a
 20 request made by the Commission.

21 (2) Interconnection of systems shall occur when the County directs and may be done
 22 by direct cable connection, microwave link, satellite, or other appropriate method.
 23 Interconnection shall be required for origination and access channels that are determined by the
 24 franchisee and the County to be technically and economically feasible, unless provided otherwise
 25 in agreement.

26 (f) The franchisee shall make every reasonable effort to cooperate with cable television
 27 franchise holders in contiguous communities in order to provide cable service in areas within the
 28 County but outside the franchisee's service area.

29 **Sec. 5A-107. Design and construction.**

30 (a) Every franchise agreement shall specify the construction schedule that will apply to
 31 any required construction, upgrade, or rebuild of the cable system.

1 (b) (1) A franchisee shall construct, operate and maintain its cable system in strict
2 compliance with all applicable laws, ordinances, rules and regulations, including but not limited
3 to, the National Electrical Safety Code and the National Fire Protection Association National
4 Electrical Code, as such may be amended from time to time.

5 (2) The system, and all parts thereof, shall be subject to the right of periodic
6 inspection by the County.

7 (3) No construction, reconstruction, installation, or relocation of the system or any
8 part thereof within the public rights-of-way shall be commenced until all applicable written
9 permits have been obtained from the proper County officials. In any permit so issued, such
10 officials may impose such conditions and regulations as a condition of the granting of the permit
11 as are necessary for the purpose of protecting any structures in the public rights-of-way and for
12 the proper restoration of such public rights-of-way and structures, and for the protection of the
13 public and the continuity of pedestrian and vehicular traffic.

14 (4) A franchisee shall, by a time specified by the County, protect, support,
15 temporarily disconnect, relocate, or remove any of its property when required by the County by
16 reason of traffic conditions, public safety, public right-of-way construction, public right-of-way
17 maintenance or repair (including resurfacing or widening), change of public right-of-way grade,
18 construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks,
19 or any other type of government-owned communications system, public work or improvement or
20 any government-owned utility; public right-of-way vacation; or for any other purpose where the
21 convenience of the County would be served thereby, provided, however, that a franchisee shall,
22 in all such cases, have the privilege of abandoning any property in place, after obtaining
23 permission from the County and at the sole discretion of the County.

24 (5) If any removal, relaying, or relocation is required to accommodate the
25 construction, operation, or repair of the facilities of another person that is authorized to use the
26 public rights-of-way, a franchisee shall, after reasonable advance written notice, take action to
27 effect the necessary changes requested by the responsible entity. The County may resolve
28 disputes as to responsibility for costs associated with the removal, relaying, or relocation of
29 facilities as among entities authorized to install facilities in the public rights-of-way if the parties
30 are unable to do so themselves, and if the matter is not governed by a valid contract between the
31 parties or a state or federal law or regulation.

1 (6) In the event of an emergency, or where a cable system creates or is contributing to
2 an imminent danger to health, safety, or property, the County may remove, relay, or relocate any
3 or all parts of that cable system without prior notice.

4 (7) A franchisee shall, on the request of any person holding a building moving permit
5 issued by the County, temporarily raise or lower its wires to permit the moving of buildings. The
6 expense of such temporary removal or raising or lowering of wires shall be paid by the person
7 requesting same, and a franchisee shall have the authority to require such payment in advance,
8 except in the case where the requesting person is the County, in which case no such payment
9 shall be required. A franchisee shall be given not less than seventy-two (72) hours advance
10 notice to arrange for such temporary wire changes.

11 (8) A franchisee shall participate in any "Miss Utility" program active in its franchise
12 area with regard to giving and receiving notice of the location of facilities and excavations.

13 (9) Wherever all electrical and telephone utility wiring is located underground, either
14 at the time of initial construction or subsequently, at the direction of the County, the television
15 cable shall also be located underground at no expense to the County. If the facilities of either the
16 electric or the telephone utility are aerial, the television facilities may be located underground at
17 the request of a property owner, provided that the difference in cost of the installation shall be
18 paid by the property owner making the request to the franchisee.

19 (10) The franchisee shall utilize existing poles, conduits and other facilities whenever
20 possible, and shall not construct or install any new, different, or additional poles, conduits, or
21 other facilities whether on public property or on privately-owned property until the written
22 approval of the County is obtained. However, no location of any pole or wire-holding structure
23 of the franchisee shall be a vested interest and such poles or structures shall be removed or
24 modified by the franchisee at its own expense whenever the County Department of Public Works
25 and Transportation determines that the public convenience would be enhanced thereby.

26 (11) The franchisee shall have the authority to trim trees on public property at its own
27 expense as may be necessary to protect its wires and facilities, subject to the supervision and
28 direction of the County. Trimming of trees on private property shall require written consent of
29 the property owner.

30 (c) Any and all public rights-of-way, public property or private property that is disturbed
31 or damaged during the construction, repair, replacement, relocation, operation, maintenance or

1 construction of a cable system shall be repaired, replaced and restored, as appropriate, in
 2 substantially the same condition and in a good workmanlike, timely manner, in accordance with
 3 the standards for such work set by the County. With respect to damage or disturbances to public
 4 rights-of-way or public property, all repairs and restoration shall be performed in accordance
 5 with Subtitle 23 of the Prince George's County Code or any successor provision. All repairs,
 6 replacements and restoration shall be undertaken and completed within the timeframes specified
 7 by the County or if none are specified no more than thirty (30) days after the damage is incurred,
 8 and shall be completed as soon as reasonably possible thereafter. A franchisee shall guarantee
 9 and maintain such restoration for at least one year against defective materials or workmanship or
 10 for cuts in pavement surface until such time as pavement is overlaid, whichever is longer.

11 (d) (1) Should the grades or lines of the public rights-of-way that the franchisee is
 12 authorized by a franchise to use and occupy be changed at any time during the term of a
 13 franchise, the franchisee shall, if necessary, relocate or change its system so as to conform with
 14 the new grades or lines at no expense to the County.

15 (2) Any alteration to the water mains, sewerage or drainage system or to any County,
 16 state or other public structures in the public rights-of-way required on account of the presence of
 17 a franchisee's system in the public rights-of-way shall be made at the sole cost and expense of the
 18 franchisee. During any work of constructing, operating or maintaining of a system, the
 19 franchisee shall also protect any and all existing structures belonging to the County and any other
 20 person. All work performed by the franchisee shall be done in the manner prescribed by the
 21 County or other officials having jurisdiction therein.

22 (e) Nothing in this Subtitle or any franchise agreement shall be in preference or hindrance
 23 to the right of the County and any board, authority, commission or public service corporation to
 24 perform or carry on any public works or public improvements of any description, and should a
 25 franchisee's system in any way interfere with the construction, maintenance or repair of such
 26 public works or public improvements, the franchisee shall protect or relocate its system, or part
 27 thereof, as reasonably directed by any Prince George's County official, board, authority,
 28 commission or public service corporation.

29 (f) The franchisee shall make every reasonable effort to cooperate with cable television
 30 franchise holders in contiguous communities in order to provide cable service in areas within the
 31 County but outside the franchisee's service area.

1 (g) A franchise shall address the cable system's two-way capacity and shall include
2 provisions regarding nonvoice return communication.

3 (h) Franchisee shall maintain in constant readiness equipment capable of providing
4 standby power for the cable television system.

5 (1) Said equipment shall be constructed so as to revert automatically to a standby
6 mode when alternating current power returns.

7 (2) The franchisee shall comply with all utility and other safety regulations to prevent
8 a standby generator from powering a "dead" utility line so as to cause injury to any person.

9 **Sec. 5A-107.01. Test and performance monitoring.**

10 (a) Unless otherwise provided in a cable operator's franchise agreement, the following
11 provisions (1) through (5) shall apply:

12 (1) Not later than ninety (90) calendar days after any new or substantially rebuilt
13 portion of the system is made available for service to subscribers, technical performance tests
14 shall be conducted by the franchisee to demonstrate full compliance with the Technical
15 Standards of the FCC. Such tests shall be performed by, or under the supervision of, a qualified
16 registered professional engineer or an engineer with proper training and experience. A copy of
17 the report shall be submitted to the County, describing test results, instrumentation, calibration,
18 and test procedures, and the qualifications of the engineer responsible for the tests.

19 (2) System monitor test points shall be established at or near the output of the last
20 amplifier in the longest feeder line, at or near the trunk line extremities, at not fewer than eight
21 (8) widely scattered locations. Testing shall be carried out pursuant to FCC regulations.

22 (3) At any time after commencement of service to subscribers, the County may
23 require additional tests, full or partial repeat tests, different test procedures, or tests involving a
24 specific subscriber's terminal. Requests for such additional tests will be made on the basis of
25 complaints received or other evidence indicating an unresolved controversy or significant
26 noncompliance, and such tests will be limited to the particular matter in controversy. The
27 County will endeavor to so arrange its requests for such special tests so as to minimize hardship
28 or inconvenience to the franchisee or to the subscriber.

29 (4) A copy of the annual performance tests report required by the FCC shall be
30 simultaneously submitted to the County.

(5) The County shall have the right to employ qualified consultants if necessary or desirable to assist in the administration of this, or any other Section of this Subtitle.

Sec. 5A-108. Channels and facilities for PEG use.

(a) The County may designate one (1) or more entities, including a non-profit access management corporation, to perform any or all of the following functions:

(1) To manage any necessary scheduling or allocation of capacity on the Institutional Network; and

(2) On the County's behalf, to program any PEG access channel. Educational and public access channels shall not be managed by the same entity, provided, however, that until such entities have been designated, the County shall be responsible for these functions.

(b) For any public access channel, the entity managing such channel shall establish (1) rules that prohibit the presentation of any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office), lottery information, and obscene matter; (2) rules requiring first-come, nondiscriminatory access; and (3) rules permitting public inspection of the complete record of the names and addresses of all persons and groups requesting access time. Such a record shall be retained for a period of two (2) years.

(c) PEG Access Channel(s) shall be for the noncommercial use of the County and shall be available at no expense to the County and access users.

Sec. 5A-109. Consumer protection.

(a) This Section sets forth customer service standards that a franchisee must satisfy. In addition, the franchisee shall at all times satisfy any additional or stricter requirements established by FCC regulations, or other applicable federal, state, or local law or regulation, as the same may be amended from time to time.

(1) Nothing in this Subtitle may be construed to prevent or prohibit:

(A) The County and a franchisee from agreeing to customer service requirements that exceed the standards set forth in this Subtitle;

(B) The County from enforcing, through the end of a franchise term, pre-existing customer service requirements that exceed the standards set forth in this Subtitle and are contained in current franchise agreements;

1 (C) The County from enacting or enforcing any customer service or consumer
 2 protection laws or regulations; or

3 (D) The County from waiving, for good cause, requirements established in this
 4 Section.

5 (2) Nothing in this Subtitle in any way relieves a franchisee of its obligation to
 6 comply with other applicable consumer protection laws and its franchise agreement.

7 (b) (1) A subscriber's preference as to the point of entry into a residence shall be
 8 observed whenever feasible. Runs in building interiors shall be as unobtrusive as possible. A
 9 franchisee shall use due care in the process of installation and shall repair any damage to a
 10 subscriber's property caused by said installation. Such restoration shall be undertaken within
 11 thirty (30) days after the damage is incurred and shall be completed as soon as reasonably
 12 possible thereafter.

13 (2) In locations where a franchisee's system must be underground, drops must be
 14 placed underground as well. In all cases where new developments and subdivisions are to be
 15 constructed and to be served in whole or in part by underground power and telephone utilities,
 16 the owner or developer of such areas shall provide reasonable notice to the franchisee of the
 17 availability of trenches, backfill and specifications of all necessary substructures in order that the
 18 franchisee may install all necessary cable facilities. In no event shall such undergrounding be at
 19 any cost or expense to the County.

20 (3) Where a franchisee is required under Section 5A-106 to provide service to a
 21 person that resides within two hundred fifty (250) feet from the franchisee's distribution system,
 22 the franchisee must provide such service within seven (7) business days of the person's request.
 23 If, however, the person resides less than two hundred fifty (250) feet, but more than one hundred
 24 twenty-five (125) feet, from the franchisee's distribution system, the County may waive this
 25 seven (7) day requirement upon a showing of good cause by the franchisee and provided the
 26 franchisee specifies the time period within which service will be provided. This standard shall
 27 be met ninety-five percent (95%) of the time, measured on a quarterly basis.

28 (4) A franchisee shall adhere to FCC regulations regarding antenna switches. A
 29 franchisee shall not, as a condition to providing cable service, require any subscriber or potential
 30 subscriber to remove any existing antenna structures for the receipt of over-the-air television
 31 signals.

1 (5) A franchisee shall use its best efforts to collect on delinquent subscriber accounts
2 before terminating service. In all cases, the franchisee shall provide the customer with at least
3 ten (10) working days written notice prior to disconnection.

4 (6) The franchisee shall notify the general public prior to commencing any proposed
5 construction that will significantly disturb or disrupt public property or public right rights-of-
6 way, or have the potential to present a danger or affect the safety of the public generally. Where
7 possible, the franchisee shall publicize proposed construction work at least one week prior to
8 commencement of that work by notifying those residents and others in the immediate vicinity of
9 where work is to be done and most likely to be affected by the work in at least one of the
10 following ways: by telephone, in person, by mail, by distribution of door hangers or flyers to
11 residences, by publication in local newspapers, or in any other manner reasonably calculated to
12 provide adequate notice. Notice to affected persons must include the name and local telephone
13 number of a franchisee representative who is qualified to answer questions concerning proposed
14 construction. In addition, before entering any person's property for proposed construction work
15 in connection with the rebuild for the system upgrade of franchisee's cable system, the franchisee
16 must have permission of the property owner and shall contact the property owner or (in the case
17 of residential property) the resident at least two (2) days in advance, when possible.

18 (c) (1) Each franchisee shall maintain offices at convenient locations within County, as
19 specified in its franchise agreement, that shall be open during normal business hours to allow
20 subscribers to request service, pay bills, and conduct other business.

21 (2) Each franchisee will maintain at least one local, toll-free or collect call telephone
22 access line which will be available to subscribers twenty-four (24) hours a day, seven (7) days a
23 week. Trained representatives of a franchisee shall be available to respond to subscriber
24 telephone inquiries during normal business hours.

25 (3) Each franchisee shall be subject to the following standards, except that such
26 franchisee shall not be subject to penalty as long as it meets such standards under normal
27 operating conditions at least ninety percent (90%) of the time, measured quarterly.

28 (A) Telephone answering time shall not exceed thirty (30) seconds, and the time
29 to transfer the call to a customer service representative (including hold time) shall not exceed an
30 additional thirty (30) seconds.

1 (B) A customer will receive a busy signal less than three percent (3%) of the
 2 time.

3 (C) When the business office is closed, an answering service where a person
 4 receives and records service complaints and inquiries shall be employed. Inquiries received after
 5 hours must be responded to by a trained representative of a franchisee on the next business day.
 6 To the extent possible, the after-hours answering service shall comply with the same telephone
 7 answer time standard set forth in this Section.

8 (4) In any case, at all times a franchisee shall provide an answering machine so that
 9 callers will have the option to leave messages.

10 (5) A franchisee must hire sufficient competent customer service representatives and
 11 repair technicians so that it can adequately respond to customer inquiries, complaints, and
 12 requests for service in its office, over the phone, and at a subscriber's residence, provide prompt
 13 and effective service to subscribers; and, as a rule, complete repairs within a subscriber's home
 14 upon a single visit.

15 (d) Under normal operating conditions, each of the following standards shall be met by all
 16 franchisees at least ninety-five percent (95%) of the time, as measured on a quarterly basis:

17 (1) Excluding conditions beyond the control of the franchisee, repairs and
 18 maintenance for service interruptions must begin promptly and in no event later than twenty-four
 19 (24) hours after the subscriber reports the problem to the franchisee or its representative or the
 20 interruption or need for repairs otherwise becomes known to the franchisee. All such work must
 21 be completed within three (3) days from the date of the initial request, except installation
 22 requests, provided that a franchisee shall complete the work in the shortest time possible where,
 23 for reasons beyond the franchisee's control, the work could not be completed in those time
 24 periods even with the exercise of all due diligence; the failure of a franchisee to hire sufficient
 25 staff or to properly train its staff shall not justify a franchisee's failure to comply with this
 26 provision.

27 (2) Each franchisee shall perform service calls, installations, and disconnects at least
 28 during normal business hours. In addition, maintenance service capability enabling the prompt
 29 location and correction of major system malfunctions shall be available Monday through Friday
 30 from the end of normal business hours until 12:30 a.m., and from 8:00 a.m. until 12:30 a.m. on
 31 Saturdays, Sundays, and holidays.

1 (3) The appointment window for installations, service calls, and other installation
2 activities will be either a specific time or, at a maximum, a two (2) hour time block during
3 normal business hours, or such greater time as the County may authorize. Where a subscriber
4 cannot conveniently arrange for a service call or installation during normal business hours, a
5 franchisee shall also schedule service and installation calls outside normal business hours for the
6 express convenience of the subscriber.

7 (4) A franchisee may not cancel an appointment with a subscriber after the close of
8 business on the business day preceding the appointment. If a franchisee's representative is
9 running late for an appointment with a subscriber and will not be able to keep the appointment as
10 scheduled, the subscriber will be contacted, and the appointment rescheduled, as necessary, at a
11 time which is convenient for the subscriber.

12 (5) A franchisee shall keep an emergency system maintenance and repair staff,
13 capable of responding to and repairing system malfunctions or interruptions, on a twenty-four
14 (24) hour basis.

15 (6) Under normal operating conditions, billing inquiries and requests for service,
16 repair, and maintenance not involving service interruptions must be acknowledged by a trained
17 customer service representative within twenty-four (24) hours, or prior to the end of the next
18 business day, whichever is earlier. A franchisee shall respond to all other inquiries within five
19 (5) business days of the inquiry or complaint.

20 (7) If a subscriber experiences a missed appointment due to the fault of a franchisee,
21 the franchisee shall credit the subscriber's account Twenty dollars (\$20.00) for each missed
22 appointment, or grant the subscriber such other equivalent remedy as the subscriber and
23 franchisee may agree. This is in addition to any other penalties or liquidated damages.

24 (8) Upon subscriber request, each franchisee shall arrange for pickup and
25 replacement of converters or other franchisee equipment at the subscriber's address or by a
26 satisfactory equivalent (such as the provision of a postage-prepaid mailer). At a subscriber's
27 request, a franchisee shall make such pickup or replacement at the same time as any
28 disconnection or other related service call, so as to avoid an additional visit. If a franchisee
29 charges a fee for such pickup or replacement, such fee shall be clearly disclosed at the time of
30 the subscriber's request.

1 (e) (1) A franchisee shall, when practicable, schedule and conduct maintenance on its
 2 cable system so that interruption of service is minimized and occurs during periods of minimum
 3 subscriber use of the cable system. The franchisee shall provide reasonable prior notice to
 4 subscribers and the County before interrupting service for planned maintenance or construction,
 5 except where such interruption is expected to be one (1) hour or less in duration. Such notice
 6 shall be provided by methods reasonably calculated to give subscribers actual notice of the
 7 planned interruption.

8 (2) A franchisee may intentionally interrupt service on the cable system after 7:00
 9 a.m. and before 1:00 a.m. only with good cause and for the shortest time possible and, except in
 10 emergency situations, only after publishing notice of service interruption at least twenty-four
 11 (24) hours in advance of the service interruption. Service may be intentionally interrupted
 12 between 1:00 a.m. and 7:00 a.m. for routine testing, maintenance, and repair, without
 13 notification, any night except Friday, Saturday, or Sunday, or the night preceding a holiday.

14 (f) (1) Unless otherwise provided for herein, a franchisee shall provide the following
 15 materials to each subscriber at the time cable service is installed, at least annually thereafter, and
 16 at any time upon request. Copies of all such materials provided to subscribers shall also be
 17 provided to the County.

18 (A) a written description of products and services offered, including a schedule
 19 of rates and charges, a list of channel positions, and a description of programming services,
 20 options, and conditions;

21 (B) a written description of the franchisee's installation and service maintenance
 22 policies, delinquent subscriber disconnect and reconnect procedures, and any other of its policies
 23 applicable to its subscribers;

24 (C) written instructions on how to use the cable service;

25 (D) written instructions for placing a service call;

26 (E) a written description of the franchisee's billing and complaint procedures,
 27 including the address and telephone number of the County office responsible for receiving
 28 subscriber complaints;

29 (F) a copy of the service contract, if any (at installation or on request, but need
 30 not be provided annually);

31 (G) notice regarding subscribers' privacy rights pursuant to 47 U.S.C. § 551;

1 (H) notice of the availability of universal remote controls and other compatible
2 equipment (a list of which, specifying brands and models, shall be provided to any subscriber
3 upon request).

4 (2) Subscribers will be notified of any changes in rates, programming services or
5 channel positions, and any significant changes in any other information required to be provided
6 by this section, as soon as possible in writing, unless such notice is waived by operation of
7 applicable law. Notice must be given to subscribers a minimum of thirty (30) days in advance of
8 such changes if the change is within the control of the cable operator. Notwithstanding the
9 above, a cable operator shall not be required to provide prior notice of any rate change that is the
10 result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind
11 imposed by any federal agency, state, or franchising authority on the transaction between the
12 operator and the subscriber.

13 (3) All franchisee promotional materials, announcements, and advertising of
14 residential cable service to subscribers and the general public, where price information is listed
15 in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or
16 pay-per-event programming, all promotional materials must clearly and accurately disclose price
17 terms and in the case of telephone orders, a franchisee shall take appropriate steps to ensure that
18 price terms are clearly and accurately disclosed to potential customers before the order is
19 accepted.

20 (4) Copies of all notices provided to subscribers under these customer service
21 standards, as well as all promotional or special offers made to subscribers, and of any agreements
22 used with subscribers, shall be filed promptly with the County.

23 (g) (1) Bills shall be clear, concise, and understandable. Bills must be fully itemized
24 with itemizations including, but not limited to, basic service, cable programming service, and
25 premium service charges and all equipment charges. Bills shall clearly delineate all activity
26 during the billing period, including optional charges, rebates, and credits.

27 (2) Refund checks to subscribers shall be issued promptly, but no later than the later
28 of: (A) the subscriber's next billing cycle, or thirty (30) days, following resolution of the refund
29 request, whichever is earlier; or (B) the return of all equipment supplied by the franchisee, if
30 service is terminated.

1 (3) Credits for service shall be issued no later than the subscriber's next billing cycle
2 following the determination that a credit is warranted.

3 (4) A franchisee's first billing statement after a new installation or service change
4 shall be prorated as appropriate and shall reflect any security deposit.

5 (5) Late fees will not be assessed for payments after the due date until forty-five (45)
6 days after the beginning of the service period for which the payment is to be rendered.

7 (6) A franchisee must notify the subscriber that he or she can remit payment in person
8 at the franchisee's business office and inform the subscriber of the address of that office.

9 (7) Subscribers shall not be charged a late fee or otherwise penalized for any failure
10 by a franchisee, including failure to timely or correctly bill the subscriber, or failure to properly
11 credit the subscriber for a payment timely made.

12 (8) A subscriber who asks a franchisee for credit for an outage shall receive credit for
13 the actual time period of the outage as a pro rata fraction of the monthly charges for any outage
14 lasting between two (2) and six (6) hours, without reference to the time the subscriber contacts
15 the franchisee. A subscriber shall receive credit for one full day=s monthly charges for any
16 outage of between six (6) and twenty-four (24) hours, whether or not the subscriber reports such
17 an outage, if the franchisee becomes aware of such outages, either through reports by subscribers
18 or otherwise. Each franchisee shall place a message in subscribers= bills at least quarterly,
19 explaining how to report an outage, how to obtain a credit, and under what conditions credits are
20 available. A franchisee shall also establish a mechanism by which subscribers may reliably and
21 immediately contact the franchisee by telephone and report an outage for credit purposes, either
22 by ensuring that they can reliably and immediately reach a live person or by another method (for
23 example, by leaving a voice message or entering the subscriber=s telephone number). Upon
24 receiving such reports, the franchisee shall promptly contact the subscriber to confirm that the
25 report has been received, and apply the credit to the subscriber=s bill unless the franchisee
26 reasonably concludes that the subscriber=s report is false.

27 (9) Franchisee shall respond to all written billing complaints from subscribers within
28 thirty (30) days.

29 (h) (1) A subscriber may terminate service at any time.

30 (2) A franchisee shall promptly disconnect or downgrade any subscriber. No period
31 of notice prior to voluntary termination or downgrade of service may be required of subscribers

1 by any franchisee. So long as the subscriber returns, or permits the franchisee to retrieve, any
2 equipment necessary to receive a service within five (5) business days of the disconnection, no
3 charge may be imposed by any franchisee for any cable service delivered after the date of the
4 disconnect request.

5 (3) A subscriber may be asked, but not required, to disconnect a franchisee's
6 equipment and return it to the business office.

7 (4) Any funds due the subscriber shall be refunded on disconnected accounts after
8 any customer premises equipment provided by the franchisee has been recovered by the
9 franchisee. The refund must be made within thirty (30) days or by the end of the next billing
10 cycle, whichever is earlier, from the date disconnection was requested (or, if later, the date on
11 which any customer premises equipment provided by the franchisee is returned).

12 (5) If a subscriber fails to pay a monthly subscriber fee or other fee or charge, a
13 franchisee may disconnect the subscriber's service, however, such disconnection shall not be
14 effected until at least forty-five (45) days after the bill is due, plus at least ten (10) days advance
15 written notice to the subscriber in question of intent to disconnect, but in no event before the date
16 when the franchisee would be entitled to charge a late fee. If the subscriber pays all amounts
17 due, including late charges, before the date scheduled for disconnection, the franchisee shall not
18 disconnect service. After disconnection, upon payment by the subscriber in full of all proper
19 fees or charges, including the payment of the reconnection charge, if any, the franchisee shall
20 promptly reinstate service.

21 (6) A franchisee may immediately disconnect a subscriber if the subscriber is
22 damaging or destroying the franchisee's cable system or equipment. After disconnection, the
23 franchisee shall restore service after the subscriber provides adequate assurance that it has ceased
24 the practices that led to disconnection, and paid all proper fees and charges, including any
25 reconnect fees and amounts owed the franchisee for damage to its cable system or equipment.

26 (7) A franchisee may also disconnect a subscriber that causes signal leakage in excess
27 of federal limits. A franchisee may disconnect a subscriber without notice where signal leakage
28 is detected originating from the subscriber's premises in excess of federal limits, provided that
29 the franchisee shall immediately notify the subscriber of the problem and, once the problem is
30 corrected, reconnect the subscriber.

1 (8) The disposition of cable home wiring in residential single-family homes shall be
 2 governed by FCC rules regarding cable home wiring as of December 1, 1998.

3 (9) A franchisee shall reconnect service to customers wishing restoration of service,
 4 provided such a customer shall first satisfy any previous obligations owed.

5 (i) (1) At the time a franchisee alters the service it provides to a class of subscribers, it
 6 must provide each subscriber thirty (30) days notice, explain the substance and full effect of the
 7 alteration, and provide the subscriber the right to opt to receive any combination of services
 8 thereafter offered by franchisee.

9 (2) No charge may be made for any service or product that the subscriber has not
 10 affirmatively indicated it wishes to receive.

11 (j) A franchisee shall make available to any subscribers upon request the option of
 12 blocking the video or audio portion of any channel or channels of programming entering the
 13 subscriber's home. The control option described herein shall be made available to all subscribers
 14 requesting it when any cable service is provided, or reasonably soon thereafter.

15 (k) (1) A franchisee shall keep such records as are necessary to show compliance with
 16 these customer service standards and FCC customer service standards.

17 (2) The County shall have the right to observe and inspect a franchisee's customer
 18 service procedures.

19 (3) Except as prohibited by federal law, a franchisee shall be subject to penalties,
 20 forfeitures and any other remedies or sanctions available under federal, state or local law,
 21 including without limitation this Subtitle and a franchisee's franchise with the County, if it fails
 22 to comply with the standards herein.

23 (4) A franchisee shall not be subject to penalties or liquidated damages as a result of
 24 any violations of these customer service standards that are due to *force majeure* as characterized
 25 in its franchise agreement.

26 (l) (1) No franchisee or OVS operator shall demand the exclusive right to provide cable
 27 service to a person or location as a condition of extending cable service or a cable system. This
 28 provision is not intended and shall not be interpreted (A) to prohibit voluntary exclusive
 29 agreements to provide cable service; (B) to create any private cause of action for any person; or
 30 (C) to prohibit exclusive agreements permitted by federal law.

(2) No franchisee or OVS operator shall engage in unfair methods of competition or unfair or deceptive acts or practices, the purpose or effect of which is to hinder significantly or to prevent any multichannel video programming distributor, as defined in federal law, from providing cable service or services similar to cable service in the County. This provision does not apply to methods, acts or practices allowed by federal or state law. Any allegation that a franchisee has engaged in methods, acts or practices that would be prohibited hereunder will be considered by the County only after exhaustion of federal remedies. This provision is not intended to create a private cause of action.

Sec. 5A-110. Rate regulation.

(a) The CATV Commission shall enforce the rate regulations promulgated by the FCC in 47 CFR 76.922, et seq., for the establishment of initial basic cable service and associated equipment rates and for basic cable service and associated equipment rate increases. The franchisee shall submit all rate filings on the proper federal forms. All CATV Commission rate proceedings shall be consistent with the rules and regulations promulgated by the FCC.

(b) Following the receipt by the CATV Commission of the franchisee's request for review of its existing rates for the basic service tier and associated equipment costs, or the franchisee's request for a proposed increase in these rates, the CATV Commission shall hold a public hearing prior to making a final decision on the request for rate review. The public hearing shall be held to provide the franchisee and all other interested persons an opportunity to be heard concerning the request. The Commission shall have the public hearing notice setting forth the time and place of said hearing published, at least once, in the County newspapers of record and on the government access channel no less than ten (10) working days prior to the date of the hearing. The Commission shall mail a copy of the public hearing notice to the franchisee at least ten (10) working days prior to the date of the hearing.

(c) The existing rates will remain in effect or the proposed rates, as appropriate, will become effective after thirty (30) days from the date of receipt of the request, provided, however, that, if the CATV Commission is unable to reach a decision, based upon the material submitted by the franchisee, it may toll the thirty (30) day deadline by issuing a brief written order within the thirty (30) day period explaining that it needs additional time to request and/or consider additional information or to consider the comments from interested persons. The CATV Commission may request an additional ninety (90) days in cases not involving cost-of-service

1 showings, or an additional one hundred fifty (150) days in cases involving cost-of-service
 2 showings. The proposed rates shall go into effect or existing rates will remain in effect, as
 3 appropriate, at the end of the ninety (90) or one hundred fifty (150) day period, subject to
 4 refunds, if the CATV Commission issues a subsequent written decision disapproving any portion
 5 of such rates. In order to issue such refunds, the CATV Commission must issue a brief written
 6 order to the franchisee by the end of the ninety (90) or one hundred fifty (150) day period,
 7 directing the franchisee to keep an accurate account of all amounts received by reason of the rate
 8 in issue and on whose behalf such amounts were paid. The maximum one hundred eighty (180)
 9 day period may be extended by mutual agreement of the CATV Commission and the franchisee.

10 (d) The franchisee, upon submitting information required to be produced in the course of a
 11 rate proceeding, may request that such information not be made routinely available for public
 12 inspection. The franchisee must identify information it claims is confidential and explain why it
 13 is confidential. If the request for confidentiality is denied, the franchisee has five working days
 14 to seek a review of that decision from the FCC.

15 (e) The franchisee shall publish and make available to each potential subscriber a schedule
 16 of all applicable fees and charges for providing cable television service and must notify
 17 subscribers that basic cable service is available.

18 (f) The franchisee may, at its own discretion, waive, reduce, or suspend connection fees
 19 for specific or indeterminate periods and/or monthly service fees for periods not to exceed thirty
 20 (30) days for promotional purposes, where allowed by federal regulations. The franchisee shall
 21 not, with regard to fees, discriminate or grant any preference or advantage to any person;
 22 provided, however, that the franchisee may establish a uniform bulk discount rate structure for
 23 basic cable service and associated equipment provided to ten (10) or more dwelling units within
 24 an apartment building, condominium, garden apartment, or townhouse complex under common
 25 ownership, or to ten (10) or more room units within hotels and motels, or to commercial
 26 establishments engaged in the sale of television receivers. The franchisee may offer reasonable
 27 discounts to senior citizens or other economically disadvantaged group discounts.

28 (g) Upon completion of the rate proceedings, the CATV Commission shall prepare a
 29 written decision only if it disapproves the franchisee's request. All changes in subscriber fees
 30 shall be determined by the CATV Commission in accordance with the federal regulations.

1 (h) In addition to any other penalties contained in this Subtitle, the CATV Commission
 2 may:

3 (1) Order the franchisee to implement a reduction in basic service tier or associated
 4 equipment rates where necessary to bring rates into compliance with the federal standards;

5 (2) Prescribe a reasonable rate for the basic service tier or associated equipment after
 6 it determines that a proposed rate is unreasonable;

7 (3) Order the franchisee to refund to subscribers that portion of previously paid rates
 8 determined to be in excess of the permitted tier charge or above the actual cost of equipment,
 9 unless the franchisee has submitted a cost-of-service showing which justifies the rate charged as
 10 reasonable. The CATV Commission shall give the franchisee notice and an opportunity to
 11 comment prior to ordering the franchisee to refund previously paid rates. The franchisee's
 12 liability for refunds is limited to a one (1) year period, except that a franchisee that fails to
 13 comply with a valid rate order shall be liable for refunds commencing from the effective date of
 14 such order until such time as it complies with such order;

15 (4) Impose fines or monetary forfeitures, in accordance with Section 5A-114, on a
 16 franchisee that does not comply with a rate decision or refund order.

17 (i) (1) Subject to applicable law, a franchisee shall establish rates that are
 18 nondiscriminatory within the same general class of subscribers and which must be applied fairly
 19 and uniformly to all subscribers in the franchise area for all services. Nothing contained herein
 20 shall prohibit a franchisee from offering, by way of illustration and not limitation, (A) discounts
 21 to senior citizens or economically disadvantaged groups; (B) discounts to commercial and
 22 multiple family dwelling subscribers billed on a bulk basis; (C) promotional discounts; or (D)
 23 reduced installation rates for subscribers who have multiple services.

24 (2) The provisions of this Section shall apply to all rates, whether or not they are
 25 otherwise subject to rate regulation, except to the extent specifically prohibited by law.

26 **Sec. 5A-111. Franchise fee.**

27 (a) The County finds that public rights-of-way of the County to be used by a franchisee for
 28 the operation of a cable system are valuable public property acquired and maintained by the
 29 County. The County further finds that the grant of a franchise to use public rights-of-way is a
 30 valuable property right without which a franchisee would be required to invest substantial
 31 capital.

1 **(b) Each franchisee shall pay a franchise fee of five percent (5%) of gross revenues.**

2 **(c) The franchisee shall file with the County, within thirty (30) days after the expiration of**
 3 **each of the franchisee's fiscal quarters, a financial statement clearly showing the gross revenues**
 4 **received by the franchisee during the preceding quarter. The quarterly portion of the franchise**
 5 **fee shall be payable to the County at the time such statement is filed.**

6 **(d) (1) Payment of the franchise fee shall not be considered in the nature of a tax or in**
 7 **lieu of other taxes or fees of general applicability imposed by the County.**

8 **(2) The franchise fee is in addition to all other taxes and payments that a franchisee**
 9 **may be required to pay under its franchise agreement or any federal, state, or local law, and to**
 10 **any other tax, fee, or assessment imposed by utilities and cable operators for use of their**
 11 **services, facilities, or equipment, including any applicable amusement taxes, except to the extent**
 12 **that such fees, taxes, or assessments must be treated as a franchise fee under Section 642 of the**
 13 **Cable Act, 47 U.S.C. §522.**

14 **(3) No franchisee may designate the franchise fee as a tax in any communication to a**
 15 **subscriber.**

16 **(e) In the event any franchise fee payment or recomputed amount is not made on or before**
 17 **the required date, the franchisee shall pay additional compensation and interest charges**
 18 **computed from such due date, at an annual rate equal to the commercial prime interest rate of the**
 19 **County's primary depository bank during the period such unpaid amount is owed, in addition to**
 20 **any applicable penalties or liquidated damages.**

21 **(f) (1) The County shall have the right to inspect records, to require a franchisee to**
 22 **provide copies of records at the franchisee's expense, and to audit and to recompute any amounts**
 23 **determined to be payable, whether the records are held by the franchisee, an affiliate, or any**
 24 **other entity that collects or receives funds related to the franchisee's operation in the County,**
 25 **including, by way of illustration and not limitation, any entity that sells advertising on the**
 26 **franchisee's behalf, for a period of five years from the date a payment was made or, if no**
 27 **payment was made, from the date the County believes payment was owed, after which time all**
 28 **payments are final.**

29 **(2) A franchisee shall be responsible for providing to the County all records**
 30 **necessary to confirm the accurate payment of franchise fees, without regard to by whom they are**
 31 **held. Such records shall be made available pursuant to the requirements of this Subtitle. The**

1 franchisee shall maintain such records for the term of its franchise agreement, and any renewals
 2 or extensions thereof.

3 (3) The County's audit expenses shall be borne by the County unless the audit
 4 discloses an underpayment of five percent (5%) or more of the amount due, in which case the
 5 costs of the audit shall be borne by the franchisee as a cost incidental to the enforcement of the
 6 franchise. Any additional amounts due to the County as a result of the audit shall be paid within
 7 thirty (30) days following written notice to the franchisee by the County of the underpayment,
 8 which notice shall include a copy of the audit report. If recomputation results in additional
 9 revenue to be paid to the County, such amount shall be subject to a ten percent (10%) interest
 10 charge.

11 (g) No acceptance of any payment by the County shall be construed as a release or an
 12 accord and satisfaction of any claim the County may have for further or additional sums due or
 13 for the performance of any other obligation of a franchisee, or as an acknowledgment that the
 14 amount paid is the correct amount due.

15 (h) This Subtitle shall not be applicable to municipally controlled public ways. However,
 16 any municipality may be included in the County's cable system. Upon application of the
 17 franchisee accompanied by a resolution from the municipality authorizing the extension pursuant
 18 to the provisions of this Subtitle, the Commission may extend a service area to include the area
 19 of the municipality delineated in the aforementioned application. When so approved by the
 20 Commission all the terms and provisions of this Subtitle shall apply to the area of the
 21 municipality so designated. The County shall pay each municipality participating in the County
 22 system a share of the franchise fee revenues which the County receives from the franchisee.
 23 Said share shall be an amount equivalent to two-and-a-half percent (2.5%) of the gross revenues
 24 attributable to outlets within the municipality.

25 **Sec. 5A-112. Reports and records.**

26 (a) (1) The County shall have the right to inspect records and to require a franchisee to
 27 provide copies of records at the franchisee's expense at any time during normal business hours at
 28 the County cable system office for all books, receipts, maps, plans, contracts, service complaint
 29 logs, performance test results, records of requests for service, computer records, disks or other
 30 storage media and other like material which the County deems appropriate in order to monitor
 31 compliance with the terms of this Subtitle, its franchise agreement, or applicable law. This

1 includes not only the books and records of a franchisee, but any books and records the County
 2 reasonably deems relevant held by an affiliate, a cable operator of the cable system, or any
 3 contractor, subcontractor or any person holding any form of management contract for the cable
 4 system. A franchisee is responsible for collecting the information and producing it at the
 5 location specified above, and by accepting its franchise it affirms that it can and will do so. A
 6 franchisee will be given reasonable advance written notice of any inspection request, which shall
 7 serve as notice that any or all of the above materials may be inspected.

8 (2) A franchisee shall maintain financial records that allow analysis and review of its
 9 operations in each individual franchise area.

10 (3) Access to a franchisee's records shall not be denied by such franchisee on the
 11 basis that said records contain "proprietary" information. Refusal to provide information
 12 required herein to the County shall be grounds for revocation. All confidential information
 13 received by the County shall remain confidential insofar as permitted by law.

14 (4) A franchisee shall maintain a file of records open to public inspection in
 15 accordance with applicable FCC rules and regulations.

16 (5) Each report filed by a franchisee pursuant to this Subtitle shall be certified by a
 17 corporate officer as accurate and complete.

18 (b) Communication with Regulatory Agencies.

19 (1) If and to the extent requested by the County, a franchisee shall file with the
 20 County in a form acceptable to the County all reports and materials submitted to the FCC, the
 21 Security and Exchange Commission, or any other federal or state regulatory commission or
 22 agency, including, but not limited to, any proof of performance tests and results, Equal
 23 Employment Opportunity reports, and all petitions, applications, and communications of all
 24 types regarding the cable system, or a group of cable systems of which the franchisee's cable
 25 system is a part, submitted by the franchisee, an affiliate, or any other person on the behalf of the
 26 franchisee.

27 (2) Materials filed with the County pursuant to Section 112(b)(1) shall be filed as
 28 follows: Materials submitted by the franchisee, an affiliate, or any other person on the behalf of
 29 a franchisee shall be filed with the County at the time they are submitted to the receiving agency.

30 (c) Upon accepting the franchise, the franchisee shall, within sixty (60) days, file the
 31 documents required to obtain all necessary federal, state and local licenses, permits and

1 authorizations required for the conduct of its business, and shall submit monthly reports to the
 2 Director on progress in this respect until all such documents are in hand. Within three (3)
 3 months after receipt of a Certificate of Compliance from the FCC the franchisee shall furnish the
 4 Director a construction schedule and map setting forth target dates by areas for commencement
 5 of service to subscribers. The schedule and map shall be updated whenever substantial changes
 6 become necessary. The franchisee shall complete construction of the system in the franchise
 7 territory and offer and deliver cable television service in full accordance with this Subtitle and
 8 the franchise granted hereunder to subscribers in not less than twenty percent (20%) of the
 9 occupied dwelling units within the franchise territory within one (1) year after receiving all
 10 necessary permits, authorizations, and licenses and to one hundred percent (100%), if
 11 economically feasible, within five (5) years.

12 (d) Unless this requirement is waived in whole or in part by the County, by April 1 of each
 13 year for the previous calendar year, a franchisee shall submit a written report to the County, in a
 14 form directed by the County, which shall include:

15 (1) A summary of the previous year's activities in development of the cable system,
 16 including but not limited to descriptions of services begun or dropped, the number of subscribers
 17 gained or lost for each category of service, the number of pay units sold, the amount collected
 18 annually from users of the system and the character and extent of the services rendered to such
 19 users, including leased access channel users.

20 (2) A summary of complaints, identifying both the number and nature of the
 21 complaints received and an explanation of their dispositions, to the extent such records are kept
 22 by the franchisee. Where complaints involve recurrent system problems, the nature of each
 23 problem and the corrective measures taken shall be identified.

24 (3) A report showing the number of service calls received by type during the prior
 25 quarter, and the percentage of service calls compared to the subscriber base by type of complaint.

26 (4) A certification of compliance with applicable customer service standards. If a
 27 franchisee is in non-compliance with any standard during any calendar quarter, it shall include in
 28 its annual filing a statement specifying areas of non-compliance, the reason for the non-
 29 compliance and a remedial plan.

30 (5) A copy of the franchisee's rules and regulations applicable to subscribers of the
 31 cable system.

1 (6) An annual statement showing the yearly gross revenues, prepared and audited by
 2 a Certified Public Accountant acceptable to the County.

3 (7) An annual financial report for the previous calendar year, audited and certified by
 4 an independent certified public accountant, including year-end balance sheet, income statement
 5 showing subscriber revenue from each category of service and every source of non-subscriber
 6 revenue, line item operating expenses, depreciation expense, interest expense, and taxes paid,
 7 statement of sources and applications of funds; capital expenditures, and depreciation schedule.

8 (8) An annual list of officers and members of the Board of Directors or similar
 9 controlling body of the franchisee and any affiliates.

10 (9) An organizational chart showing all corporations or partnerships with more than a
 11 five percent (5%) ownership interest in the franchisee, and the nature of that ownership interest
 12 (limited partner, general partner, preferred shareholder, etc.), and showing the same information
 13 for each corporation or partnership that holds such an interest in the corporations or partnerships
 14 so identified and so on until the ultimate corporate and partnership interests are identified.

15 (10) An annual report and SEC 10(k) filing for each entity identified in Subsection 5A-
 16 112(c)(8) above, that generates such documents.

17 (11) A summary of the results of, and, at the franchisee's option, copies of the system's
 18 technical tests and measurements performed during the past year;

19 (12) A detailed copy of updated maps depicting the location of all cable plant, showing
 20 areas served and locations of all trunk lines and feeder lines in the County, and including
 21 changes in all such items for the period covered by the report;

22 (13) A full schedule of all subscriber and other user rates, fees and charges;

23 (14) Such other information as the County may direct.

24 (e) Unless this requirement is waived in whole or in part by the County, twice each year
 25 (by January 31 for the previous six months ending December 31 and by July 31 for the previous
 26 six months ending June 30) a franchisee shall submit written reports to the County, in a form
 27 acceptable to the County, which shall include a summary of the franchisee's Minority Business
 28 Plan and activities thereunder, pursuant to Section 5A-117.

29 (f) Unless this requirement is waived in whole or in part by the County, no later than ten
 30 (10) days after the end of each month, a franchisee shall submit a written report to the County
 31 regarding the preceding month, in a form acceptable to the County, which shall include:

- 1 (1) The active system plant in miles, specifying aerial and underground mileage;
- 2 (2) The new system segments built, in miles, if any, specifying aerial and
- 3 underground mileage;
- 4 (3) The number of subscribers and the penetration rate for each type of service and
- 5 equipment offered;
- 6 (4) The number of disconnects;
- 7 (5) The number of outages, identifying separately: a) each outage, whether planned or
- 8 unplanned, the time it occurred, its duration, when the franchisee responded and when the outage
- 9 was corrected, the estimated area and a description of the subscribers affected; b) in addition, for
- 10 each unplanned outage, its cause, the number of subscribers affected; and c) the total hours of
- 11 outages as a percentage of total hours of cable system operation;
- 12 (6) The number of cases in which installation was not provided within the time
- 13 established in this Subtitle;
- 14 (7) The average telephone answering and hold times, and the number of instances in
- 15 which those telephone answering and hold times exceeded the time limits established in this
- 16 Subtitle;
- 17 (8) The percentage of customer calls that received a busy signal;
- 18 (9) The average and minimum number of customer service representatives on the
- 19 franchisee's staff for telephone answering purposes;
- 20 (10) The number of times in which interruptions of service under Section 5A-109(e)
- 21 was not in compliance with the times established in this Subtitle;
- 22 (11) The number of times scheduling and completing customer service did not occur in
- 23 accordance with Section 5A-109(d)(3).
- 24 (g) Unless this requirement is waived in whole or in part by the County, the franchisee
- 25 shall deliver the following special reports to the County:
- 26 (1) A franchisee shall submit quarterly construction reports to the County after the
- 27 franchise is awarded for any construction undertaken during the term of the franchise until such
- 28 construction is complete, including any rebuild that may be specified in the franchise. The
- 29 franchisee must submit to the County as part of the quarterly construction report, or make
- 30 available for inspection with notice of their availability as part of the quarterly construction
- 31 report, updated as-built system design maps depicting construction completed in the previous

1 quarter. The maps shall be developed on the basis of post-construction inspection by the
 2 franchisee and construction personnel to assess compliance with system design. Any departures
 3 from design must be indicated on the as-built maps, to assist the County in assessing operator
 4 compliance with its obligations.

5 (2) A franchisee must submit a copy of any notice of deficiency, forfeiture, or other
 6 document issued by any state or federal agency instituting any investigation or civil or criminal
 7 proceeding regarding the cable system, the franchisee, or any affiliate of the franchisee, to the
 8 extent the same may affect or bear on operations in the County. This material shall be submitted
 9 in accordance with the deadlines specified in Section 5A-112.

10 (3) The franchisee must submit a copy of any request for protection under bankruptcy
 11 laws, or any judgment related to a declaration of bankruptcy by the franchisee or by any
 12 partnership or corporation that owns or controls the franchisee directly or indirectly. This
 13 material shall be submitted in accordance with the deadlines specified in Section 5A-112.

14 (h) A franchisee shall provide such other information or reports as the County may request
 15 for the purpose of enforcing any provision of the franchise agreement or this Subtitle.

16 (i) The franchisee shall at all times maintain:

17 (1) Records of all complaints received. The term "complaints" as used herein and
 18 throughout an agreement refers to complaints about any aspect of the cable system or the
 19 franchisee's operations, including, without limitation, complaints about employee courtesy.
 20 Complaints recorded may not be limited to complaints requiring an employee service call.

21 (2) A full and complete set of plans, records, and "as built" maps showing the exact
 22 location of all system equipment installed or in use in the County, exclusive of subscriber service
 23 drops.

24 (3) A comprehensive record of all personnel transactions and utilization of
 25 contractors, subcontractors, vendors, and suppliers by race and sex.

26 (4) Records of outages, indicating date, duration, area, and the subscribers affected,
 27 type of outage, and cause.

28 (5) Records of service calls for repair and maintenance indicating the date and time
 29 service was required, the date of acknowledgment and date and time service was scheduled (if it
 30 was scheduled), and the date and time service was provided, and (if different) the date and time
 31 the problem was solved.

1 (6) Records of installation/reconnection and requests for service extension, indicating
 2 date of request, date of acknowledgment, and the date and time service was extended.

3 (7) A public file showing its plan and timetable for construction of the cable system.

4 (j) (1) The County may, at its discretion, hold performance evaluation sessions. All such
 5 evaluation sessions shall be open to the public. The franchisee may be required by the County to
 6 notify subscribers of all such evaluation sessions by announcement on a designated local access
 7 channel on the system between the hours of 9:00 a.m. and 9:00 p.m. for five (5) consecutive days
 8 preceding each session.

9 (2) Topics that may be discussed at any evaluation session may include, but are not
 10 limited to, system performance and construction, franchisee compliance with this Subtitle and its
 11 franchise agreement, customer service and complaint response, subscriber privacy, services
 12 provided, programming offered, service rate structures, franchise fees, penalties, free or
 13 discounted services, applications of new technologies, judicial and FCC filings, and line
 14 extensions.

15 (3) During the evaluation process, the franchisee shall fully cooperate with the
 16 County and shall provide such information and documents as the County may need to reasonably
 17 perform its review, including information and documents that may be considered proprietary or
 18 confidential.

19 (k) If any books, records, maps or plans, or other requested documents are too voluminous,
 20 or for security reasons cannot be copied and moved, then the franchisee may request that the
 21 inspection take place at some other location, provided that (1) the franchisee must make
 22 necessary arrangements for copying documents selected by the County after review; and (2) the
 23 franchisee must pay all travel and additional copying expenses incurred by the County in
 24 inspecting those documents or having those documents inspected by its designee.

25 (l) The franchisee shall take all steps that may be required to ensure that it is able to
 26 provide the County all information which must be provided or may be requested under this
 27 Subtitle or its franchise agreement, including by providing appropriate subscriber privacy
 28 notices. Nothing in this Section shall be read to require the franchisee to violate 47 U.S.C. § 551.
 29 Each franchisee shall be responsible for redacting any data that federal law prevents it from
 30 providing to the County. The County retains the right to question any such redaction and to

1 challenge it in any forum having jurisdiction over such a challenge. Records shall be kept for at
 2 least five (5) years.

3 (m) The County may, at its discretion, waive in writing the requirement of any particular
 4 report specified in this Section.

5 **Sec. 5A-113. Insurance, surety, and indemnification.**

6 (a) (1) The franchisee shall maintain, and by its acceptance of the franchise specifically
 7 agrees that it will maintain, throughout the entire length of the franchise period, at least the
 8 following liability insurance coverage insuring the County and the franchisee: worker's
 9 compensation and employer liability insurance to meet all requirements of Maryland law and
 10 comprehensive general liability insurance with respect to the construction, operation, and
 11 maintenance of the cable system, and the conduct of the franchisee's business in the County, in
 12 the following minimum amounts, but in any event no less than the liability limits specified by the
 13 Local Government Tort Claims Act:

14 (A) Five Hundred Thousand Dollars (\$500,000) for property damage resulting
 15 from any one accident; One Million Dollars (\$1,000,000) for property damage aggregate;

16 (B) One Million Dollars (\$1,000,000) for personal bodily injury or death for one
 17 person; Two Million Dollars (\$2,000,000) for bodily aggregate per single accident and
 18 occurrence;

19 (C) A general comprehensive public liability policy indemnifying, defending
 20 and saving harmless the County, its officers, boards, commissions, agents or employees, from
 21 any and all claims by any person whatsoever on account of injury to or death of a person or
 22 persons occasioned by the operations of the franchisee under the franchise herein granted or
 23 alleged to have been so caused or occurred, with a minimum liability of One Million Dollars
 24 (\$1,000,000) per personal injury or death of any one person and Two Million Dollars
 25 (\$2,000,000) for personal injury or death of two or more persons in any one occurrence;

26 (D) Two Million Dollars (\$2,000,000) for all other types of liability; and

27 (E) Automobile liability insurance for owned or leased vehicles in the minimum
 28 amount of Two Million Dollars (\$2,000,000) for bodily injury and consequent death per
 29 occurrence, One Million Dollars (\$1,000,000) for bodily injury and consequent death to any one
 30 person, and Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence.

(2) Such general liability insurance must include coverage for all of the following: all risks form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, and personal injury.

(3) The County may review these amounts and may require reasonable adjustments to them consistent with the public interest.

(b) (1) All insurance policies and certificates maintained pursuant to a franchise agreement shall contain the following endorsement:

It is hereby understood and agreed that this insurance coverage may not be canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) days after receipt by the County, by registered mail, of a written notice of such intention to cancel or not to renew.

(2) All contractual liability insurance policies and certificates maintained pursuant to a franchise agreement shall include the provision of the following Hold Harmless clause:

The Company agrees to indemnify, save harmless and defend each County, its agents, servants, and employees, and each of them against and hold it and them harmless from any or all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligence or other fault of the County, its agents, servants, or employees or any other person indemnified hereunder.

(c) All insurance policies shall be with sureties qualified to do business in the State of Maryland, with an A-1 or better rating of insurance by Best's Key Rating Guide, Property/Casualty Edition, and in a form acceptable to the Prince George's County.

1 (d) All insurance policies shall be available for review by the County, and the franchisee
 2 shall keep on file with the County certificates of insurance.

3 (e) All general liability insurance policies shall name the County, its officers, boards,
 4 commissions, commissioners, agents, and employees as additional insureds and shall further
 5 provide that any cancellation or reduction in coverage shall not be effective unless thirty (30)
 6 days prior written notice thereof has been given to the County. A franchisee shall not cancel any
 7 required insurance policy without submission of proof that it has obtained alternative insurance
 8 satisfactory to the County which complies with its franchise agreement.

9 (f) Failure to comply with the insurance requirements set forth in this Section shall
 10 constitute a material violation of a franchise.

11 (g) (1) A franchisee shall, at its sole cost and expense, indemnify, hold harmless, and
 12 defend the County, its officials, boards, commissions, commissioners, agents, and employees,
 13 against any and all claims, suits, causes of action, proceedings, and judgments for damages
 14 arising out of the construction, maintenance, or operation of its cable system; copyright
 15 infringements or a failure by the franchisee to secure consents from the owners, authorized
 16 distributors, or franchisees of programs to be delivered by the cable system; the conduct of the
 17 franchisee's business in the County; or in any way arising out of the franchisee's enjoyment or
 18 exercise of the franchise, regardless of whether the act or omission complained of is authorized,
 19 allowed, or prohibited by this Subtitle or its franchise agreement.

20 (2) Specifically, a franchisee shall fully indemnify, defend, and hold harmless the
 21 County, and in its capacity as such, the officers, agents, and employees thereof, from and against
 22 any and all claims, suits, actions, liability, and judgments for damages or otherwise subject to 47
 23 U.S.C. § 558, arising out of or alleged to arise out of the installation, construction, operation, or
 24 maintenance of the system, including but not limited to any claim against the franchisee for
 25 invasion of the right of privacy, defamation of any person, firm or corporation, or the violation or
 26 infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other
 27 right of any person, firm, or corporation. This indemnity does not apply to programming carried
 28 on any channel set aside for PEG use, or channels leased pursuant to 47 U.S.C. § 532, except that
 29 this indemnity shall apply to any actions taken by a franchisee pursuant to 47 U.S.C. § 531(e) or
 30 47 U.S.C. § 532(c)(2) concerning the programming carried on PEG or leased access channels or
 31 an institutional network.

(3) The indemnity provision includes, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding, in addition to the reasonable value of any services rendered by the County Attorney or County staff or employees.

(h) Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of the franchisee for damages under the franchise.

Sec. 5A-114. Performance guarantees, penalties, and revocation.

(a) Unless otherwise provided in a cable operator's franchise agreement, the following provisions (1) through (6) shall apply:

(1) If, as a result of a dispute between the franchisee and the County and prior to a settlement of that dispute as provided for herein the franchisee arbitrarily or capriciously discontinues service to its subscribers, the franchisee shall forfeit its rights of notice and a hearing as provided for herein, and the Commission, with the approval of the County Executive, shall recommend that the Council, by resolution, declare the franchise immediately terminated and the County shall forthwith seek appropriate judicial relief and shall proceed to exercise its rights and powers as provided for herein.

(2) If a renewal of a franchise held by a cable operator is denied and the County acquires ownership of the cable system or effects a transfer of ownership of the system to another person, any such acquisition or transfer shall be at fair market value, determined on the basis of the cable system valued as a going concern but with no value allocated to the franchise itself.

(3) If a franchise held by a cable operator is revoked for cause and the County acquires ownership of the cable system or effects a transfer of ownership of the system to another person, any such acquisition or transfer shall be at an equitable price.

(4) Upon payment of the purchase price, the franchisee shall immediately transfer to the County possession and title to all facilities and property, real and personal, related to its cable television system free from any and all liens and encumbrances not agreed to be assumed by the County in lieu of some portion of the purchase price.

(5) Until such time as the franchisee transfers to the County or to a new franchisee possession and title to all assets, real and personal, related to its cable television system, the franchisee shall, as trustee for its successor in interest, continue to operate the cable television

1 system under the terms and conditions of this Subtitle and the franchise and to provide the basic
 2 service and any and all of the services that may be provided at that time. During such interim
 3 period, the franchisee shall not sell any of the system assets nor shall the franchisee make any
 4 physical, material, administrative or operational change that would tend to degrade the quality of
 5 service to the subscribers, decrease income, or materially increase expenses without the express
 6 permission, in writing, of the County or its assignee. The County shall be permitted to seek legal
 7 and equitable relief to enforce the provisions of this Section.

8 (6) For its management services during this interim period, the franchisee shall be
 9 entitled to receive as compensation the net profit, as defined herein, generated during the period
 10 between the date the franchisee received written notice from the County of its intent to purchase
 11 the franchisee's cable television system or the expiration date of the franchise, whichever is
 12 earlier, and the payment of the purchase price. Such management services shall not be continued
 13 for more than twelve (12) months without the franchisee's consent. However, if the Commission
 14 determines that the franchisee is responsible for any delay in transfer of ownership and control,
 15 the franchisee shall continue to operate the cable television system, as provided for in this
 16 Subtitle, without compensation for its services until the sales agreement is executed and
 17 ownership and control passes to the County or its assignee. In addition, the County shall also
 18 have the further right to forthwith terminate the franchise or to purchase the assets of the
 19 franchisee's cable system at fair market value.

20 (b) For violation of provisions of this Subtitle or a franchise agreement entered into
 21 pursuant to this Subtitle, penalties shall be assessable against a franchisee and shall be
 22 chargeable to the franchisee's security fund in any amount up to the limits specified below, at the
 23 County's discretion:

24 (1) For failure to submit any required plans indicating expected dates of installation
 25 of various parts of the system: One Thousand Dollars (\$1,000)/day for each violation for each
 26 day the violation continues;

27 (2) For failure to commence operations in accordance with the requirements of the
 28 franchise agreement: Two Thousand Dollars (\$2,000)/day for each violation for each day the
 29 violation continues after a thirty (30) day cure period, if the franchisee has not undertaken
 30 substantial corrective action to cure the violation within that thirty (30)day period;

(3) For failure to substantially complete construction in accordance with a franchisee's franchise agreement: Three Thousand Dollars (\$3,000)/day for each violation for each day the violation continues after a thirty (30) day cure period, if the franchisee has not undertaken substantial corrective action to cure the violation within that thirty (30) day period;

(4) For transferring the franchise without approval: Two Thousand Dollars (\$2,000)/day for each violation for each day the violation continues;

(5) For failure to comply with requirements for PEG use of the system: One Thousand Dollars (\$1,000)/day for each violation for each day the violation continues after a fourteen (14) day cure period, if the franchisee has not undertaken substantial corrective action to cure the violation within that fourteen (14) day period;

(6) For failure to supply information, reports, or filings lawfully required under the franchise agreement or applicable law or by the County: Five Hundred Dollars (\$500)/day for each violation for each day the violation continues after a thirty (30) day cure period, which shall begin to run on the due date of any regularly scheduled report and on the date of a deadline reasonably set by the County for any report or information request not regularly scheduled, unless the franchisee shows that it was not in fact aware of the requirement in question, in which case the thirty (30) day cure period shall begin to run upon written notice of such requirement by the County to the franchisee;

(7) For violation of customer service standards, or failure to file a compliance certification or noncompliance statement as required herein: Five Hundred Dollars (\$500)/day or per event, if the violation continues after the franchisee is in receipt of a written notice from the County outlining the violation and is given a seven (7) day period to cure the violation;

(8) For failure to pay franchise fees or liquidated damages: One Hundred Dollars (\$100)/day, in addition to any monetary payment due under a franchise agreement or this Subtitle, for each violation for each day the violation continues after a seven (7) day cure period, if the franchisee has failed to make payment within that seven (7) day period, provided that these penalties shall be in addition to any late fees that may apply;

(9) For failure to file, obtain or maintain any required security fund in a timely fashion: Two Hundred Dollars (\$200)/day;

(10) For failure to restore damaged property: Two Hundred Dollars (\$200)/day, in addition to the cost of the restoration and any other penalties or fees as required elsewhere herein

1 or in a franchise agreement, for each day the violation continues after a thirty (30) day cure
 2 period, if the franchisee has not undertaken substantial corrective action to cure the violation
 3 within that thirty (30) day period;

4 (11) For violation of technical standards established by the FCC: One Hundred
 5 Dollars (\$100)/day for each day the violation continues after a thirty (30) day cure period after
 6 the County gives the franchisee notice of such violation;

7 (12) For knowingly and intentionally signing a false report or statement: One
 8 Thousand Dollars (\$1,000)/report or document;

9 (13) For any other violation of this Subtitle, a franchise agreement, or other applicable
 10 law: Five Hundred Dollars (\$500)/day for each violation for each day the violation continues.

11 (c) The franchisee shall pay any penalty assessed in accordance with this Subtitle within
 12 fourteen (14) days after receipt of notice from the County of such penalty.

13 (d) To the extent that penalties are applied to a franchisee under this Section, a franchisee
 14 shall not be subject to liquidated damages payable to the County for the same violation.

15 (e) The County may reduce or waive any of the above-listed penalties for good cause
 16 shown.

17 (f) Pending litigation or any appeal to any regulatory body or court having jurisdiction
 18 over a franchisee shall not excuse the franchisee from the performance of its obligations under
 19 this Subtitle or its franchise agreement unless a stay is obtained or the franchisee is otherwise
 20 excused from performance by operation of law. Failure of the franchisee to perform such
 21 obligations because of pending litigation or petition, in the absence of a stay issued by a forum of
 22 competent jurisdiction, may result in forfeiture or revocation pursuant to the provisions of this
 23 Subtitle and/or its franchise agreement.

24 (g) (1) Any franchise shall be deemed revoked one hundred twenty (120) calendar days
 25 after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take
 26 over the business of a franchisee, whether in a receivership, reorganization, bankruptcy
 27 assignment for the benefit of creditors, or other action or proceeding. Provided, however, that a
 28 franchise may be reinstated at the County=s sole discretion if, within that one hundred twenty
 29 (120) day period:

30 (A) Such assignment, receivership or trusteeship has been vacated; or

1 (B) Such assignee, receiver, or trustee has fully complied with the terms and
 2 conditions of this Subtitle and the applicable franchise agreement and has executed an
 3 agreement, approved by a court of competent jurisdiction, under which it assumes and agrees to
 4 be bound by the terms and conditions of this Subtitle and the applicable franchise agreement, and
 5 such other conditions as may be established or as are required by applicable law.

6 (2) Notwithstanding the foregoing, in the event of foreclosure or other judicial sale of
 7 any of the facilities, equipment, or property of a franchisee, the County may revoke the
 8 franchise, following a public hearing, by serving notice on the franchisee and the successful
 9 bidder, in which event the franchise and all rights and privileges of the franchise will be revoked
 10 and will terminate thirty (30) calendar days after serving such notice, unless:

11 (A) The County has approved the transfer of the franchise to the successful
 12 bidder; and

13 (B) The successful bidder has covenanted and agreed with the County to assume
 14 and be bound by the terms and conditions of the franchise agreement and this Subtitle, and such
 15 other conditions as may be established or as are required pursuant to this Subtitle or a franchise
 16 agreement.

17 (C) All remedies under this Subtitle and the franchise agreement are cumulative
 18 unless otherwise expressly stated. The exercise of a remedy or the payment of liquidated
 19 damages or penalties shall not relieve a franchisee of its obligations to comply with its franchise
 20 or applicable law.

21 (D) Recovery by the County of any amounts under insurance, the security fund,
 22 the performance bond, or letter of credit, or otherwise does not limit a franchisee's duty to
 23 indemnify the County in any way; nor shall such recovery relieve a franchisee of its obligations
 24 under a franchise, limit the amounts owed to the County, or in any respect prevent the County
 25 from exercising any other right or remedy it may have.

26 (3) Unless otherwise provided for in the franchise agreement, the following
 27 provisions shall apply to all:

28 (A) Whenever the franchisee shall willfully and/or repeatedly fail, refuse or
 29 neglect to conduct, operate or maintain its CATV system in accordance with the terms of this
 30 Subtitle and the franchise, or to comply with the conditions of street occupancy, or to make
 31 required extensions, or in other ways violate the terms and conditions of this Subtitle, the

1 Director may notify the franchisee in writing, setting forth the nature and facts of such
 2 noncompliance. If within thirty (30) calendar days following such written notification the
 3 franchisee has not furnished proof that corrective action has been taken or is being actively and
 4 expeditiously pursued, or evidence that the alleged violations did not occur, the Director shall
 5 place request for termination of the franchise on the agenda of the next CATV Commission
 6 meeting.

7 (B) If, after considering the Director's request for termination of the franchise
 8 and hearing all interested parties, the CATV Commission determines that the noncompliance of
 9 the franchisee was with just cause, it shall direct the franchisee to comply within such time and
 10 manner and on such terms and conditions as are reasonable.

11 (C) If the CATV Commission determines that such noncompliance was without
 12 just cause, then the CATV Commission , with the approval of the County Executive, may
 13 recommend to the Council that it adopt a bill which terminates the franchise.

14 (D) No revocation or termination shall be effected unless the CATV
 15 Commission, at any regular or special public meeting at which all interested parties have been
 16 heard, shall set further the reasons for the termination, and in the event the termination of said
 17 franchise depends upon a finding of fact, such finding of fact as made by the CATV Commission
 18 after said hearing shall be deemed to be conclusive unless modified by a court of law of
 19 appropriate jurisdiction.

20 (E) The franchisee shall not be declared in violation of or be subject to any
 21 sanction under provisions of this Subtitle in any case where the performance of the cable service
 22 is prevented for reasons beyond the franchisee's control. A violation shall not be deemed to be
 23 beyond the franchisee's control if committed by a corporation or other business entity in which
 24 the franchisee holds a controlling interest, whether held directly or indirectly.

25 (F) The termination of the franchisee shall in no way affect any of the rights of
 26 the County under the franchise or any provision of law.

27 **Sec. 5A-114.01. Performance bond and Letter of Credit.**

28 Unless otherwise provided for in the franchise agreement, the franchisee shall maintain a
 29 performance bond at one hundred percent (100%) of the cost of construction. In addition, the
 30 franchisee shall maintain a letter of credit in a sum not less then Five Hundred Thousand Dollars
 31 (\$500,000). The letter of credit may be reduced in an amount up to Two Hundred Fifty

1 Thousand Dollars (\$250,000) upon the completion of fifty percent (50%) of the construction.
 2 The franchisee shall file with the Director a duplicate copy of the performance bond and/or letter
 3 or credit which must be approved by the County's Office of Law.

4 **Sec. 5A-115. Transfers.**

5 (a) (1) A franchise granted under this Subtitle shall be a privilege to be held in personal
 6 trust by the franchisee.

7 (2) No transfer of a franchise, franchisee, or cable system, or of control over the same
 8 (including, but not limited to, transfer by forced or voluntary sale, merger, consolidation,
 9 receivership, or any other means) shall occur unless prior application is made by the franchisee
 10 to the County and the County's prior written consent is obtained, pursuant to this Subtitle and the
 11 franchise agreement, and only then upon such terms and conditions as the County deems
 12 necessary and proper. Any such transfer without the prior written consent of the County shall be
 13 considered to impair the County's assurance of due performance. The granting of approval for a
 14 transfer in one instance shall not render unnecessary approval of any subsequent transfer.

15 (3) Any sale, transfer, or assignment of a franchise, franchisee, or cable system or of
 16 control over the same (including, but not limited to, transfer by forced or voluntary sale, merger,
 17 consolidation, receivership, or any other means) shall be made by a bill of sale or similar
 18 document, an executed copy of which shall be filed with the Director within thirty (30) days after
 19 any such sale, transfer, or assignment. The Commission shall not withhold its consent
 20 unreasonably, provided, however, the proposed assignee agrees to comply with all the provisions
 21 of this Subtitle and the franchise agreement, and must be able to provide proof of financial
 22 responsibility and the technical expertise to operate the system. The Commission will make a
 23 final decision on the transfer request within one hundred twenty (120) days of the request, unless
 24 the parties agree to an extension of time. If the Commission fails to act within the one hundred
 25 twenty (120) days, the request will be deemed granted.

26 (4) Unless otherwise provided in a franchise agreement, no such consent shall be
 27 required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in
 28 part, to secure an indebtedness except when such hypothecation shall exceed seventy-five
 29 percent (75%) of the fair market value of the property used by the franchisee in the operation of
 30 its cable system. Prior consent of the Commission shall be required for such transfer and said
 31 consent shall not be withheld unreasonably.

(5) Notwithstanding any other provision in this Section to the contrary, in no event may the franchisee sell, lease, transfer, or otherwise assign its franchise rights and obligations to another person or business entity prior to the end of the third year after initial franchise award except upon the express authorization, by resolution of the Council, upon recommendation of the Commission and as permitted by the FCC regulations.

(b) Approval by the County of a transfer does not constitute a waiver or release of any of the rights of the County under this Subtitle or a franchise agreement, whether arising before or after the date of the transfer.

Sec. 5A-116. Open video systems.

(a) (1) This Subtitle shall apply to open video systems that comply with 47 U.S.C. § 573, to the extent permitted by applicable law, except that the following sections shall not apply: § 103(a)-3(c) (regarding grant of franchise), § 104 (franchise applications), § 105 (filing fees), § 106 (provision of service), § 107(a) (construction schedule), § 110 (rate regulation), § 111(b)-118 (regarding franchise fees), § 113(f) (failure to comply with insurance requirements shall constitute a material violation of franchise), § 114(a)(1)(B)-114(a)(1)(C) and 114(a)(1)(H) (certain penalties), § 114(b) (franchise termination due to bankruptcy).

(2) In applying this Subtitle to an open video system, "franchisee" shall be taken to refer to the open video system operator, "cable system" to the open video system, and similar terms shall apply similarly.

(b) An open video system operator shall pay to the County a fee in lieu of the franchise fee required in Section 5A-111(b) of this Subtitle, pursuant to the procedures and conditions specified in Section 5A-111 and generally herein.

(c) An open video system operator shall be subject to obligations pertaining to PEG access pursuant to applicable law and to the requirements herein.

(d) An open video system operator shall be subject to all requirements of state and local law regarding authorization to use or occupy the public rights-of-way, except to the extent specifically prohibited by federal law. FCC approval of an open video system operator's certification pursuant to 47 U.S.C. § 573 shall not be taken to confer upon such operator any authority to use or occupy the public rights-of-way that such operator would not otherwise possess.

Sec. 5A-117. Rights of individuals protected.

(a) (1) A franchisee shall not deny service, deny access, or otherwise discriminate against subscribers, programmers, or residents of the County on the basis of race, color, religion, national origin, sexual orientation, gender or age.

(2) A franchisee shall not discriminate among persons or take any retaliatory action against a person because of that person's exercise of any right it may have under federal, state, or local law, nor may the franchisee require a person to waive such rights as a condition of taking service.

(3) A franchisee shall not deny access or levy different rates and charges on any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

(4) Subject to applicable law and except to the extent the County may waive such a requirement, a franchisee is prohibited from discriminating in its rates or charges or from granting undue preferences to any subscriber, potential subscriber, or group of subscribers or potential subscribers, provided, however, that a franchisee may offer temporary, bona fide promotional discounts in order to attract or maintain subscribers, so long as such discounts are offered on a non-discriminatory basis to similar classes of subscribers throughout the County, and a franchisee may offer discounts for the elderly, the handicapped, non-for-profit persons or organizations, or the economically disadvantaged, and other discounts in conformance with federal law, if such discounts are applied in a consistent and nondiscriminatory manner, and provided that a franchisee may provide such other bulk discounts as are permitted by the cable uniform rate structure provisions of federal law as they may exist from time to time. A franchisee shall comply at all times with all applicable federal, state, and County laws, and all executive and administrative orders relating to non-discrimination.

(5) Each document required to be maintained, filed or submitted under the provisions of this Subtitle or a franchise agreement, except those specifically designated as confidential by a franchisee, subject to the County's review, pursuant to applicable law, is a public document, available for public inspection and copying at the requestor's expense, at the office of the franchisee or the County during normal business hours.

(b) A franchisee shall not refuse to employ, discharge from employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because

1 of race, color, religion, national origin, sexual orientation, gender or age. A franchisee shall
 2 comply with all federal, state, and local laws and regulations governing equal employment
 3 opportunities, as the same may be from time to time amended.

4 (c) (1) It is the policy of the County that Minority Business Enterprises (MBE) as
 5 defined in Section 10A-101(a)(27) of this Code, shall have the maximum opportunity to
 6 participate in the performance of subcontracts.

7 (2) Each franchisee shall employ its best efforts to meet the County's stated goals for
 8 minority business participation in a fair share of the franchisee's subcontracting in the County.

9 (3) Each franchise must submit, on a semiannual basis, a report including the
 10 franchisee's Minority Business Plan and a summary of the activities undertaken thereunder. A
 11 franchisee's report of such activities shall include, without limitation:

12 (A) Whether the franchisee advertised in general circulation, trade association
 13 and minority focus media concerning subcontracting opportunities;

14 (B) The names and addresses of each potential MBE subcontractor contacted
 15 and referred, the actions taken with respect to such subcontractor, and the results of such
 16 contacts;

17 (C) Any actions taken by the franchisee to subdivide work in order to enhance
 18 the potential to subcontract with certified MBE; and

19 (D) efforts by the franchisee to provide adequate information about its plans,
 20 specifications and requirements to certified MBE contacted.

21 (4) A franchisee shall not discriminate against local businesses, including local
 22 minority-owned businesses, in contracting for or otherwise procuring goods or services. A
 23 franchisee shall use its best efforts to purchase goods and services from local businesses,
 24 including local minority-owned businesses.

25 (d) (1) A franchisee shall at all times protect the privacy rights of all subscribers,
 26 including but not limited to those rights secured by the provisions of Section 631 of the Cable
 27 Act, 47 U.S.C. § 551.

28 (2) The franchisee shall not permit the transmission of any signal, aural, visual or
 29 digital, including "polling" the channel selection, from any subscriber's premises without first
 30 obtaining such subscriber's valid authorization. Neither the franchisee nor any other person shall
 31 initiate in any form the discovery of any information on or about an individual subscriber's

1 premises without prior valid authorization from the subscriber potentially affected. This
 2 provision is not intended to prohibit the transmission of signals useful only for the control or
 3 measurement of system performance or for detection of theft of service.

4 (3) The franchisee shall not permit the installation of any special terminal equipment
 5 in any subscriber's premises that will permit transmission from such subscriber's premises of
 6 two-way services utilizing aural, visual or digital signals without such subscriber's prior valid
 7 authorization.

8 (4) The franchisee shall strictly observe and protect the rights of privacy and property
 9 rights of subscribers and users at all times. Individual subscriber preferences of any kind,
 10 viewing habits, political, social or economic philosophies, beliefs, creeds, religions or names,
 11 addresses or telephone numbers shall not be revealed to any person, governmental unit, police
 12 department or investigating agency unless upon the authority of a court of law, a valid search
 13 warrant or subpoena, or upon prior voluntary valid authorization of the subscriber or as may be
 14 permitted by operation of law.

15 (5) The franchisee shall not tabulate any test results that would reveal the commercial
 16 product preferences or opinions of individual subscribers, members of their families or their
 17 invitees, licensees, or employees, nor permit the use of the system for such tabulation, without
 18 the subscriber's prior valid authorization.

19 (6) A subscriber may at any time revoke any valid authorization to release
 20 information by delivering to the franchisee in writing, by mail or otherwise, the subscriber's
 21 decision to revoke the authorization. Any such revocation shall be effective upon receipt by the
 22 franchisee.

23 (7) A franchisee shall not condition subscriber service on the subscriber's valid
 24 authorization or grant or denial of permission to collect, maintain or disclose personally
 25 identifiable information, except to the extent that such information is necessary for credit check
 26 or billing purposes.

27 **Sec. 5A-118. Theft of service.**

28 It shall be unlawful for any person to attach or affix or to cause to be attached or affixed
 29 any equipment or device that allows access or use of the cable system without lawful payment to
 30 the franchise for same. It shall be unlawful for any person to willfully interfere or tamper with,
 31 remove, obstruct, damage any part, segment or content of the system.

1 **Sec. 5A-119. Administration.**

2 (a) There is hereby established the County Cable Television Commission which shall
 3 consist of five (5) members appointed by the County Executive for terms coterminous with his
 4 and confirmed by the Council. Vacancies shall be filled for the unexpired term in the manner of
 5 original appointment. Each member shall serve until his successor is appointed and qualified.
 6 One (1) of said members shall have practical experience and/or educational qualifications in the
 7 field of cable television; one (1) of said members shall be a Certified Public Accountant; and
 8 three (3) of said members shall be of the public at large, provided that one (1) of said members
 9 shall be a representative of the Prince George's Municipal Association. The Municipal
 10 Association nominee shall be chosen by the County Executive from a list of three (3) persons
 11 submitted by the Municipal Association. The Chairman of the Commission shall be a public
 12 member, designated by the County Executive and confirmed by the Council pursuant to Section
 13 322 of the Charter. A member of the Commission may be removed only for cause by the County
 14 Executive, subject to approval by the Council. Any member who ceases to reside within the
 15 County shall immediately forfeit his office.

16 (b) The Commission shall meet at least once a month and at such other times as deemed
 17 necessary. Three (3) members shall constitute a quorum at any meeting. The members of the
 18 Cable Television Commission shall be compensated at the rate of Three Hundred Dollars (\$300)
 19 per month based on attendance at regularly scheduled meetings. This compensation shall include
 20 any additional meetings or hearings required during a given month. Said compensation shall be
 21 paid out of revenue derived from the franchise fee.

22 (c) The Commission budget shall be part of the budget of the Office of Business and
 23 Regulatory Affairs.

24 (d) The Commission shall have the following general powers and duties:

25 (1) Invite, receive, review, and evaluate applications for franchises and, following
 26 public hearings thereon, recommend to the Council the approval of those franchises which will
 27 best serve the residents of County.

28 (2) Resolve disagreements among franchisees, subscribers, and public and private
 29 users of system facilities. In the cases where a franchisee has not satisfactorily responded to
 30 complaints of service failures, poor service, inferior audio or video signals, or violates FCC

1 customer service standards, the Commission shall have the power to order adjustments which
2 may take the form of the following, without limitation:

3 (A) Require the franchisee to adjust billing charges for services as provided in its
4 franchise agreement and applicable law.

5 (B) Require the franchisee to make reasonable refunds, rebates, or credits as
6 provided in its franchise agreement and applicable law.

7 (C) Require a franchisee to provide service pursuant to the line extension and
8 service availability requirements of its franchise agreement and applicable law.

9 (3) Regulate rates in accordance with this Subtitle and federal law and advise the
10 Council periodically on such regulation.

11 (4) Encourage use of access channels among the widest range of institutions, groups,
12 and individuals within County.

13 (5) Audit all franchise records as required by this Subtitle and, in the Commission's
14 discretion, require the preparation and filing of information additional to that required herein.

15 (6) Make an annual report to the Council, including an account of franchise fees
16 received and distributed and a review of any plans submitted during the year by franchisees for
17 development of new services.

18 (7) Conduct periodic evaluation of a system with the cooperation of the franchisee
19 and, pursuant thereto, make recommendations to the Council for amendments to this Subtitle or
20 the franchise agreement.

21 (8) Advertise in the County's newspapers of record, stating the date, time, place,
22 subject matter and reasonable rules governing the taking of testimony, thirty (30) days' notice of
23 public hearing on franchise applications received by the Commission, franchise revocations, and
24 franchise renewals. With respect to all other public hearings, the notices shall be published prior
25 to the hearings. Direct letter notice of all public hearings shall be given to those municipalities in
26 the affected franchise territory. All public hearings related to a specific franchise shall be held
27 within the geographical boundaries of its franchise area.

28 (9) Promulgate regulations designed to facilitate the delivery of Cable Service to
29 senior citizens who reside in multifamily dwellings, provided that these regulations shall not
30 become effective until approved by resolution of the Council.

31 (10) Authorize the transfer of a franchise.

(11) Without limitation, the Commission, by the County Attorney, may institute actions in a court of proper jurisdiction to compel specific performance of customer service standards, provided, however, that a franchisee shall retain any claims it may have as to the propriety of any delegation of authority under this section.

(12) The Cable Commission shall not hold any meeting involving the review, renewal, revocation, or termination of the franchisee's unless the Director has: (1) advised the franchisee in writing at a reasonable time prior to such meeting as to its time, place and purpose; and (2) provided reasonable public notice of the meeting.

(e) (1) Members of the Commission shall file Financial Disclosure Statements in accordance with the provisions of Division 17A of Subtitle 2 of this Code.

(2) When a member of the Commission has any interest which is or may reasonably be incompatible or in conflict with any of his official duties or acts, he shall disclose the interest in a regular business meeting of the Commission and the disclosure shall appear in the minutes, and he shall disqualify himself and not participate in the decision or act affected thereby.

(f) The Executive Director of the Commission shall: (i) supervise and control Commission staff; and (ii) enforce FCC guidelines as they exist on the effective date of this Subtitle or as they may exist at any time in the future, for as long as such FCC guidelines are in legal effect.

(g) The Council shall have the sole authority to grant franchises; authorize the entering into of franchise agreements; modify franchise agreements; renew franchises; revoke franchises; and impose penalties pursuant to this Subtitle.

Sec. 5A-120. Miscellaneous provisions.

(a) Each franchisee shall comply with all federal, state, and local laws and regulations heretofore and hereafter adopted or established during the entire term of its franchise.

(b) Without limiting such immunities as the County or other persons may have under applicable law, a franchisee shall have no recourse whatsoever against the County or its officials, boards, commissions, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this Subtitle or because of the enforcement of this Subtitle or the County's exercise of its authority pursuant to this Subtitle, a franchise agreement, or other applicable law, unless the same shall be caused by criminal acts or by willful or gross negligence.

1 (c) (1) The rights and remedies reserved to the County by this Subtitle are cumulative
 2 and shall be in addition to and not in derogation of any other rights and remedies which the
 3 County may have with respect to the subject matter of this Subtitle.

4 (2) The County hereby reserves to itself the right to intervene in any suit, action or
 5 proceeding involving any provision of this Subtitle or a franchise agreement.

6 (3) Specific mention of the materiality of any of the provisions herein is not intended
 7 to be exclusive of any others for the purpose of determining whether any failure of compliance
 8 hereunder is material and substantial.

9 (4) No franchisee shall be relieved of its obligation to comply with any of the
 10 provisions of this Subtitle or a franchise agreement by reason of any failure of the County to
 11 enforce prompt compliance. Nor shall any inaction by the County be deemed to waive or void
 12 any provision of this Subtitle or a franchise agreement.

13 (5) The County expressly reserves the right to cause the franchisee fee percentage
 14 stated in this section to be subject to negotiation in the event it is determined that the FCC lacks
 15 jurisdiction to impose percentage limitations on franchise fees, if the percentage limitation is
 16 revised by the FCC, or any other event occurs to permit negotiation or renegotiation.

17 (d) Notwithstanding any other provision in this Subtitle or a franchise agreement, nothing
 18 in this Subtitle or a franchise agreement shall preclude the County from exercising its police
 19 powers to enact, amend or supplement any law or regulation governing cable communications
 20 within the County.

21 (e) In the event of a major public emergency or disaster as determined by the County
 22 Executive of County, a franchisee shall immediately make the entire cable system, employees,
 23 and property, as may be necessary, available for use by the County or other civil defense or
 24 governmental agency designated by the County to operate the system for the term of such
 25 emergency or disaster for the emergency purposes. In the event of such use, a franchisee shall
 26 waive any claim that such use by the County constitutes a use of eminent domain, provided that
 27 the County shall return use of the entire system, employees, and property to the franchisee after
 28 the emergency or disaster has ended or has been dealt with.

29 (f) (1) Subscribers shall have the right to attach devices to a franchisee's system and the
 30 right to use their own remote control devices and converters and other similar equipment,
 31 consistent with FCC equipment compatibility rules and other applicable law, and a franchisee

1 shall provide information to consumers which will allow them to adjust such devices so that they
 2 may be used with the franchisee's system.

3 (2) A franchisee shall not, as a condition of providing service, require a subscriber or
 4 potential subscriber to remove any existing antenna or disconnect an antenna, or prohibit or
 5 discourage a subscriber from installing an antenna switch, provided that such equipment and
 6 installations are consistent with applicable codes and technically able to shield the cable system
 7 from any interference.

8 (g) Unless otherwise indicated, when the performance or doing of any act, duty, matter, or
 9 payment is required under this Subtitle or any franchise agreement, and a period of time or
 10 duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be
 11 computed so as to exclude the first and include the last day of the prescribed or fixed period of
 12 duration time.

13 (h) If any term, condition, or provision of this Subtitle shall, to any extent, be held to be
 14 invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to
 15 be effective. In the event of a subsequent change in applicable law so that the provision which
 16 had been held invalid is no longer invalid, said provision shall thereupon return to full force and
 17 effect without further action by the County and shall thereafter be binding on the franchisee and
 18 the County.

19 SECTION 3. BE IT FURTHER ENACTED that this Act is intended to repeal all prior
 20 ordinances of the County in conflict with the provisions of this Act, provided, however, that all
 21 members of the Cable Television Commission serving an unexpired term or carrying over in a
 22 position for which no successor has been appointed on the effective date of this Act shall
 23 continue in such capacity.

24 SECTION 4. BE IT FURTHER ENACTED that subscribers will receive the benefit of any
 25 change in the late fee amount and of any increases in the time allowed before assessment of late
 26 fees, that may result from litigation over late fees pending as of the effective date of the Act
 27 enacting Section 5-108.

SECTION 5. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law.

Adopted this 13th day of April, 1999.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
M. H. Jim Estepp
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.