

ORDINANCE NO. 08-10

AN ORDINANCE ADOPTING AMENDMENTS TO THE CODE OF PUBLIC LOCAL LAWS AND ORDINANCES OF CARROLL COUNTY, MARYLAND

WHEREAS, The Board of Commissioners of Carroll County, Maryland, has enacted and codified the "Code of Public Local Laws and Ordinances of Carroll County, Maryland"; and

NOW, THEREFORE, BE IT ENACTED by the Board of County Commissioners of Carroll County, Maryland, that Chapter 93, Cable Television, is hereby repealed in its entirety and replaced with the attached Chapter 93, Cable Television the Code of Public Local Laws and Ordinances.

ARTICLE I. SEVERABILITY.

Should any provision, section, paragraph or subparagraph of this Ordinance, including any code or text adopted hereby, be declared null and void, illegal, unconstitutional, or otherwise determined to be unenforceable by a court having jurisdiction; the same shall not effect the validity, legality, or enforceability of any other provision, section, paragraph or subparagraph hereof, including any code or text adopted hereby. Each such provision, section, paragraph or subparagraph is expressly declared to be and is deemed severable.


ARTICLE II. EFFECTIVE DATE.


This Ordinance shall become effective on December 31, 2008.


ADOPTED this 18th day of December, 2008.

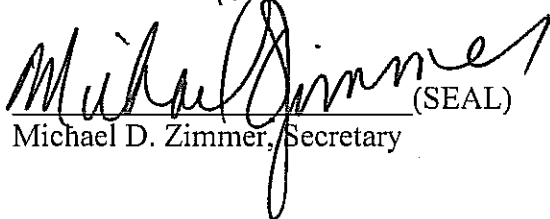
THE COUNTY COMMISSIONERS OF
CARROLL COUNTY, MARYLAND,
a body corporate and politic
of the State of Maryland

ATTEST:


Kathryn L. Rauschenberg, County Clerk


Julia W. Gouge, President


Dean L. Minnich, Vice President


Michael D. Zimmer, Secretary

THE PD SURF 0.00
RECORDING FEE 0.00
TOTAL 0.00
RESERVE FOR 499999
DMS MLC DIR-1736
DEC 21 2008 01:25 PM

Approved for legal sufficiency:

Kimberly A. Millender
 Kimberly A. Millender
 County Attorney

Notice of Public Hearing published: 08/27/08; 09/03/08; and 09/20/08
 Public Hearing held: 09/18/08
 Public Meeting to adopt Ordinance: 12/18/08
 Notice of Adoption of Ordinance published: 12/26/08
 Ordinance filed with Clerk of Court: 12/31/08

I hereby certify that the actions described above took place on the dates referred to above and that this Ordinance is effective as of the 31st of December 2008.

Kimberly A. Millender
 Kimberly A. Millender, County Attorney

12230-0090/ATTORNEY\ORDINANCES(HEARINGS)\CH93(CableTV)\Ordinance(Ch93).doc
 12/12/08

AFTER RECORDING, RETURN TO:

County Attorney
 225 North Center Street
 Westminster, MD 21157

MA

Chapter 93, CABLE TELEVISION

[HISTORY: Adopted by the Board of County Commissioners of Carroll County as indicated in article histories. Amendments noted where applicable.]

ARTICLE I, Franchise Regulations

[Adopted 04/28/83 by Ord. No. 41; amended __/__/08 by Ord. No. 08-__]

§ 93-1. Definitions and rules of construction.

A. Rules of construction.

- (1) For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. Unless otherwise expressly stated, words not defined herein shall be given the meaning set forth in Title 47 of the United States Code, as amended, and, if not defined therein, their common and ordinary meaning.
- (2) When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; the masculine gender includes the feminine gender, and vice versa.
- (3) The words "shall" and "will" are mandatory, and "may" is permissive.

B. Defined terms.

BASIC SERVICE -- Any service tier that includes the retransmission of local television broadcast signals.

CABLE OPERATOR -- Shall have the meaning given that term in 47 United States Code § 522(5) or any successor provision.

CARROLL COUNTY -- That area of Carroll County, Maryland, exclusive of the corporate limits of the 8 incorporated towns located in Carroll County.

CCRC -- The Carroll Cable Regulatory Commission, or any successor agency.

CHANNEL -- A band of frequencies, 6 megahertz wide, in the electromagnetic spectrum, capable of carrying either one standard video signal and a number of audio, digital, or other non-video signals or some combination of such signals.

COMMISSIONERS -- The County Commissioners of Carroll County, Maryland, a body corporate and politic of the State of Maryland or their designee.

CONVERTER -- An electronic device which may serve as an interface between a cable system and a subscriber's television receiver or other video equipment, and which may perform a variety of functions, including signal security, descrambling, electronic polling, frequency conversion, and channel selection.

EDUCATIONAL ACCESS CHANNEL -- Any channel on a cable system set aside for use by educational institutions.

FCC -- The Federal Communications Commission, its designee, or any successory governmental entity thereto.

FRANCHISE -- A non-exclusive authorization granted pursuant to this chapter to construct, operate, and maintain a cable system along the public ways to provide cable service within all or a specified area of Carroll County.

FRANCHISE AGREEMENT -- The contract agreement entered into between the Franchisors and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be granted and exercised.

FRANCHISEE -- A natural person, partnership, domestic or foreign corporation, association, joint venture, or organization of any kind that has been granted a franchise by the franchisors pursuant to this chapter.

FRANCHISORS -- The County Commissioners of Carroll County, Maryland, a body corporate and politic of the State of Maryland; the Town of Hampstead; the Town of Manchester; the Town of Mt. Airy; the Town of New Windsor; the Town of Sykesville; the Town of Union Bridge; the City of Taneytown; and the Mayor and Common Council of the City of Westminster.

GOVERNMENT ACCESS CHANNEL -- Any channel on a cable system set aside for government use.

NON-STANDARD INSTALLATION -- Any installation other than a standard installation, as that term is defined in this section.

NORMAL BUSINESS HOURS -- Those hours during which most similar businesses in the community are open to serve customers. In all cases, normal business hours shall include evening hours at least one night per week and/or some weekend hours.

NORMAL OPERATING CONDITIONS -- Those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

PUBLIC ACCESS CHANNEL -- Any channel on a cable system set aside for use by the general public, including individuals and groups, and which is available for such use on a first-come, first-served, nondiscriminatory basis.

PUBLIC STREETS -- The surface of and the space above and below any public street, avenue, highway, boulevard, concourse, driveway, parkway, waterway, dock, bulkhead, wharf, pier, alley, or right-of-way which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a cable system.

SERVICE AREA -- The geographic area of Carroll County that a franchisee is authorized to serve, as specified in its franchise agreement.

SERVICE INTERRUPTION -- The loss of picture or sound on one or more cable channels.

STANDARD INSTALLATION -- An installation to subscriber premises that are located up to that distance from the existing distribution system specified in a franchise agreement as included in the normal charge for installation (the "standard drop length").

SUBSCRIBER -- Any person, firm, institution, corporation or other entity who or which legally receives, for any purpose, any service provided by the franchisee by means of or in connection with or delivered over the cable system.

USER -- A person or organization using a channel or equipment and facilities for the purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a subscriber.

§ 93-2. Grant of franchise.

A. Franchise required. The Commissioners may grant multiple nonexclusive cable franchises. No person may construct or operate a cable system in Carroll County without a franchise granted by the Commissioners. No person may be granted a franchise without having entered into a franchise agreement with the Commissioners pursuant to this chapter.

B. Application for initial franchise.

- (1) A written application shall be filed with CCRC for the grant of an initial cable franchise. To be acceptable for filing, a signed original of the application shall be submitted together with

10 copies. All applications shall include the names and addresses of persons authorized to act on behalf of all applicants with respect to the application. The written application for a cable franchise submitted to CCRC shall contain, at a minimum, the following information:

- (a) The name, address and form of business (corporation, partnership, or the like) of the applicant.
 - (b) Ownership and control of the applicant, including the names and addresses of all entities with 5% or more ownership interest in the applicant. Where such owners are not individuals, the applicant shall provide the same information with respect to their ownership and control, and so on until the ultimate owners are reached.
 - (c) Information showing the applicant's technical ability to construct and operate the proposed system.
 - (d) Information showing the applicant's financial qualifications to construct and operate the proposed system.
 - (e) Information showing the applicant's legal qualifications to construct and operate the proposed system.
 - (f) A summary of any construction activity within Carroll County anticipated by the applicant in connection with the proposed cable system, including a projected schedule for completion of such construction (which shall not be binding, except to the extent it may be incorporated into a franchise agreement).
 - (g) The applicant may submit any other information it considers relevant to its application.
- (2) The applicant shall submit with its application such application fee as may be specified from time to time by CCRC, based on the anticipated costs incurred by the Commissioners in negotiating and granting the proposed franchise.
 - (3) CCRC may at any time request, and the applicant shall provide, such additional information as the Commissioners reasonably deem relevant to the Commissioners' consideration of the application.

C. Franchise agreement. Within a reasonable time after submission of an application, the Commissioners shall enter into negotiations with the applicant as to the terms and conditions of a franchise agreement.

D. Public hearing. The Commissioners may hold a public hearing to hear comments on a franchise application. The Commissioners shall give the public at least 15 days advance notice of any such hearing by publishing a notice in a newspaper of general circulation in Carroll County.

E. Reimbursement of application costs. After an initial franchise is granted, the applicant shall remit to the Commissioners the amount of any actual costs incurred by the Commissioners over and above the application fee referred to in § 93-2B(2), within 30 days after receipt of an invoice from the Commissioners specifying such costs.

F. Franchise conditions. Every cable franchise granted pursuant to this chapter shall be subject to the following conditions:

- (1) A cable franchise shall be subject to all applicable federal, state, and local laws, rules and regulations, ordinances and resolutions, including those governing the monitoring and tapping of cablecast signal privacy, and the penalties for violation thereof.
- (2) A cable franchise shall be subject to all lawful exercise of the police power of the franchisors and CCRC.
- (3) A cable franchise shall be subject to the right of the franchisors and CCRC:
 - (a) To terminate the same for misuse, or failure to comply with any material provisions of this chapter, or any federal, state, or local laws, ordinances, rules or regulations, or failure to comply with any material provision of the franchise agreement.
 - (b) To control and regulate the use of the public streets.

- (4) If a franchise terminates, and the franchisee does not have authority independent of that franchise to maintain and operate its system in Carroll County's public streets, then, to the extent not inconsistent with 47 United States Code § 541(b)(3), the Commissioners may order the franchisee to remove its facilities from the franchise area within a reasonable period of time as determined by the Commissioners. In that case, any property owned by the franchisee and not removed from the public streets within 6 months from the date of the Commissioners' order shall be considered to have been abandoned by the franchisee and will become the property of the franchisors to do with as they may choose. If a franchisee fails to remove its facilities as provided in this paragraph, CCRC may have the removal done at the franchisee's expense, and any cost incurred by CCRC or the franchisors in removing the franchisee's facilities from Carroll County's public streets or property will be a claim against the franchisee.
- (5) In order that the Franchisors and CCRC may exercise their rights herein upon termination of the franchise, a franchisee shall not make, execute or enter into any deed, deed of trust, mortgage, contract, conditional sales contract, or any loan, lease pledge, sale, gift or any other agreement concerning any of the rights, facilities or property, real or personal, of the cable system without prior approval of CCRC and upon CCRC's determination that the transaction proposed by the franchisee will not be harmful to the rights of the franchisors and CCRC; provided, however, that this section shall not apply to the disposition or replacement of worn-out or obsolete facilities or personal property in the normal course of carrying on the cable business, or to routine contractual relationships entered into in the ordinary course of the cable business.
- (6) The grant of a franchise by the franchisors shall be non-exclusive and shall be for a term as provided in the franchise agreement, which shall not exceed 15 years.
- (7) A franchisee shall, where practicable, use existing towers, poles, conduits, lines, cables and other equipment and facilities. Copies of all agreements for the use of such equipment and facilities with public utilities operating within Carroll County shall be maintained on file by the public utility and made available for review by CCRC upon reasonable notice. Where such facilities are not reasonably available from public utilities, a franchisee shall have the right to erect and maintain its own poles, conduits and related facilities in the public streets as may be necessary for the proper construction, installation, and maintenance of its cable system, subject to applicable law.
- (8) Nothing in a franchise agreement shall be deemed to waive the requirements of the various codes, laws, and ordinances of Carroll County regarding permits, zoning, fees to be paid, or right-of-way management, or to take the place of any general license or permit required for the privilege of transacting or carrying on a business within Carroll County as required by the ordinances and laws of the Commissioners, or for attaching devices to poles or other structures, whether owned by the franchisors or a private entity, or for excavating or performing other work in or along the public streets.
- (9) A franchisee shall not oppose intervention by the franchisors or CCRC in any suit or proceeding pertaining to the cable system to which the franchisee is a party.
- (10) No reference herein, or in any franchise agreement, to "public streets" shall be deemed to be a representation or guarantee by the franchisors or CCRC that its interests or other right to control the use of such property is sufficient to permit its use for such purposes, and a franchisee shall be deemed to gain only those rights to use as are properly in the franchisors and as the franchisors may have the undisputed right and power to give.

G. Termination on account of certain assignments or appointments.

- (1) To the extent not prohibited by the U.S. Bankruptcy Code, any franchise shall be deemed revoked 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of a franchisee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other

action or proceeding; provided, however, that a franchise may be reinstated at the franchisors' sole discretion if, within that 120 day period:

- (a) Such assignment, receivership or trusteeship has been vacated; or
 - (b) Such assignee, receiver, or trustee has fully complied with the terms and conditions of this chapter and the applicable franchise agreement and has executed an agreement, approved by a court of competent jurisdiction, under which it assumes and agrees to be bound by the terms and conditions of this chapter and the applicable franchise agreement, and such other conditions as may be established or as are required by applicable law.
- (2) Notwithstanding the foregoing, in the event of foreclosure or other judicial sale of any of the facilities, equipment, or property of a franchisee, the franchisors may revoke the franchise, following a public hearing before CCRC, by serving notice on the franchisee and the successful bidder, in which event the franchise and all rights and privileges of the franchise will be revoked and will terminate 30 calendar days after serving such notice, unless:
- (a) The franchisors have approved the transfer of the franchise to the successful bidder; and
 - (b) The successful bidder has covenanted and agreed with the franchisors to assume and be bound by the terms and conditions of the franchise agreement and this chapter, and such other conditions as may be established or as are required pursuant to this chapter or a franchise agreement.

§ 93-3. System performance and service.

A. System performance.

- (1) A franchisee shall comply with all applicable technical standards regarding operation of the cable system, including but not limited to the technical standards set forth in 47 C.F.R. § 76.601.
- (2) Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, a franchisee shall do so at times as will cause the least amount of inconvenience to its subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its subscribers.

B. Interconnection.

- (1) A franchisee shall design its cable system so that it may be interconnected with other cable systems or similar communications systems in Carroll County and adjacent jurisdictions for purposes of sharing public, educational, and governmental access programming or other governmental transmissions such as emergency alerts.
- (2) Upon the request of CCRC, the franchisee shall initiate good-faith negotiations with any other franchisee or operator of a similar communications system to determine the practical economic feasibility of the establishment and operation of an interconnection link and how costs may be shared equally by such franchisees or operators for both construction and operation of such a link.
- (3) The interconnection shall be made within 60 days of an order by CCRC to proceed, unless for good cause shown by the franchisee, a reasonable time extension is granted by CCRC.

C. Parental control. A franchisee shall ensure that any pay-per-view programming can only be activated by the positive action of a subscriber using, for example, a private identification number or other individual selection procedure. A franchisee shall ensure that means are available to enable subscribers to block out audio and video on any undesired channels on the cable system.

D. Service to multiple dwelling units. No franchisee shall demand the exclusive right to serve a person or location as a condition of extending cable service. No franchisee shall be required to pay any fee to a building owner to provide cable service to any member of the public in any

privately owned buildings in Carroll County. Any disputes between a franchisee and a building owner shall be heard and resolved by the CCRC. Each franchisee shall report to the CCRC any building owner who requests a fee from the franchisee as a condition for allowing the franchisee to install a cable system service in the owner's building.

E. Continuity of cable service.

- (1) If a franchisee transfers its cable system, the franchisee shall cooperate with the Commissioners and the transferee in maintaining continuity of service to all subscribers, such that, to the extent reasonably possible, subscribers receive continuous uninterrupted service.
- (2) If a cable franchise terminates, the franchisee shall cooperate with the Commissioners and any other providers of cable service in maintaining continuity of service to all subscribers, such that, to the extent reasonably possible, subscribers receive continuous uninterrupted service. This provision shall not be construed to require the franchisee to continue to provide cable service after the termination date.

§ 93-4. Rate regulation.

The franchisors reserve the right to regulate all rates and charges except to the extent they are prohibited from doing so by law.

§ 93-5. Franchise fee.

A. Payment of franchise fee.

- (1) During the term of any franchise granted pursuant to this chapter, the franchisee shall pay to franchisors for the use of the public streets, as well as the maintenance, improvements, and supervision thereof, an annual franchise fee as specified in the franchise agreement.
- (2) Each payment shall be accompanied by supporting information, verified by an officer of the franchisee, containing a detailed, accurate statement of the franchisee's gross revenues and the computation of the payment amount, in the form and containing the information specified in the format in Table 93-5.

**Table 93-5. CARROLL CABLE REGULATORY COMMISSION
Quarterly Franchise Fee Payment**

	Description	First Month	Second Month	Third Month	Total Quarterly Payment
	Subscriber Revenues				
1	Basic				
2	Premium				
3	Pay-per-view				
4	Digital programming				
5	Non-standard				
6	Additional outlets				
7	High Speed Internet				
8	Cinemax				
9	Digital TV				
10	HBO				

	Description	First Month	Second Month	Third Month	Total Quarterly Payment
11	Showtime				
12	Starz				
13	The Movie Channel				
14	Encore				
15	Flix				
16	Fox Sports				
17	Music				
18	In Demand				
19	Installations				
20	Guides				
21	Equipment rentals				
22	Late charges				
23	Returned check charges				
24	Miscellaneous				
25	FCC regulatory fees				
26	Franchise fee revenues				
27	Other subscriber revenues				
28	Total subscriber revenues [2]				
29	Less: bad debt				
30	Net subscriber revenues				
	<u>Non-subscriber revenues</u>				
31	Advertising revenues				
32	Advertising commission				
33	Infomercials				
34	Shopping channels				
35	QVC				
36	Local origination				
37	Miscellaneous				
38	Rental income				
39	Leased access				
40	Launch fees				
41	Incentives				
42	Distribution fees				
43	Cooperative advertising				
44	Marketing support				
45	Other non-subscriber revenues				
46	Less: bad debt - non-subscriber revenues				
47	Total non-subscriber revenues [3]				

	Description	First Month	Second Month	Third Month	Total Quarterly Payment
48	Allocation percentage				
49	Allocated non-subscriber revenues [L.47 x L.48]				
50	Total gross revenues [L.29 + L.49]				
51	Franchise fee rate	5%	5%	5%	5%
52	Quarterly franchise fee payment [4]				
	<p>[1] Provide this schedule for each consortium member with every quarterly franchise fee payment.</p> <p>[2] If this list of categories is incomplete, please modify to ensure that each category of service offered to subscribers is included on this schedule.</p> <p>[3] If this list of categories is incomplete, please modify to ensure that each category of non-subscriber revenues recorded on the general ledger is included on this schedule.</p> <p>[4] For each consortium member, please attach a copy of the "Revenue Detail Report" with every quarterly payment.</p>				

B. No accord or satisfaction. No acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claims CCRC or the franchisors may have for further or additional sums due or payable as a franchise fee under the franchise agreement or for the performance of any other obligation of the franchisee hereunder, or as an acknowledgement that the amount paid is the correct amount due.

C. Late fees and interest.

- (1) Any unpaid fees shall be subject to interest charges computed from the due date, at an annual rate equal to the commercial prime interest rate of the Commissioners' primary depository bank during the period such unpaid amount is owed.
- (2) If any franchise fee payment is not made on or before the required date, the franchisee shall pay a late payment charge of 5% of the amount originally due, as a cost incidental to the enforcing of the franchise, in addition to the interest charge specified in § 93-5C(1). This charge shall be applicable only with respect to late payment of an undisputed amount. If it is later determined as a result of a dispute or audit that there was an underpayment on a payment that was timely made, the 5% charge shall not be applicable.

D. Discounts on bundled services. For purposes of calculating franchise fee payments, any discount reflected in an aggregated bill for services which include cable services and non-cable services will be allocated proportionately to the bundled services.

§ 93-6. Reports and records.

A. Open books and records.

- (1) A franchisee shall manage all of its cable system operations in accordance with a policy of open books and records.
- (2) CCRC shall retain throughout the life of any franchise the right to require such information pertaining to the operation of the franchise as it reasonably deems useful or necessary to ensure compliance with the terms of the franchise agreement and applicable law.

B. Inspection of books and records.

- (1) Upon reasonable written notice, the Commissioners shall have the right to inspect a franchisee's books and records pertaining to the operation of the franchise at any time during normal business hours as reasonably necessary to ensure compliance with the terms of the franchise agreement and applicable law. This includes not only the books and records of the franchisee, but any books and records the Commissioners reasonably deem relevant held by any affiliate of the franchisee, a cable operator of the cable system, any contractor or subcontractor, or any person holding any form of management contract for the cable system.
- (2) Such inspections shall be conducted in a manner that will not unreasonably disrupt the franchisee's normal operations.
- (3) If any books or records that relate to the cable system are not kept in Carroll County, the franchisee shall pay all reasonable and necessary expenses incurred in making the inspection.

C. Annual report. Each franchisee shall file annually with CCRC a written report containing the following information:

- (1) A summary of maintenance practices, transmission improvements, signal strength and signal quality at the subscriber end of the system during the past year. This report shall include a summary of the results of, and/or, at the franchisee's option, copies of the FCC proof of performance tests conducted during the past year.
- (2) A map showing the area within the borders of the franchisors in which the franchisee offers service as of the end of the year.
- (3) A summary of the franchisee's plans for extending its cable service to unserved areas during the coming year.
- (4) A copy of the franchisee's rules and regulations of the franchisee applicable to cable subscribers.
- (5) An annual statement of gross revenues derived from the operation of the cable system for cable service, certified by the franchisee's chief financial officer or an independent certified public accountant.

D. Communications with regulatory agencies.

- (1) The franchisee shall file with CCRC all reports and materials submitted to or received from the following agencies by the franchisee or its affiliates that relate specifically to the cable system or could affect the franchisee's operations within the boundaries of the franchisors: the FCC, the Security and Exchange Commission, and any other federal or state regulatory commission or agency having jurisdiction over any matter affecting operation of the franchisee's system.
- (2) Materials filed with CCRC pursuant to § 93-6D(1) shall be filed as follows: materials submitted by the franchisee or an affiliate shall be filed with CCRC at the time they are submitted to the receiving agency. Materials received by the franchisee shall be filed with CCRC within 30 days of the date they are received by the franchisee, except that if applicable law permits a response to such materials by the franchisors and sets a deadline of 60 days or fewer days for the franchisors' response, they shall be filed with CCRC within 5 days of the date they are received by the franchisee.

E. Confidentiality.

- (1) CCRC and the franchisors shall maintain the confidentiality of any trade secrets or other proprietary information received from a franchisee, and such records shall be exempt from inspection under this section to the extent required by applicable law regarding subscriber privacy.
- (2) If a franchisee clearly and appropriately identifies information as confidential or proprietary, then to the maximum extent permissible under applicable federal, state, and local laws

related to public records, CCRC and the franchisors may not disclose that information to the public.

- (3) If CCRC determines that requested information is not clearly or appropriately identified, or that disclosure is otherwise required by law, CCRC shall notify the franchisee that CCRC intends to disclose the requested information unless ordered otherwise by a court.

§ 93-7. Performance guarantees.

A. Insurance.

- (1) A franchisee shall carry and maintain during the entire length of the franchise term liability insurance coverage protecting the Commissioners, CCRC, the franchisors, their agents, servants, officials, boards, commissions, and employees and the franchisee from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the cable system and the conduct of the franchisee's business in Carroll County, in the amounts set forth in its franchise agreement.
- (2) Worker's compensation insurance shall also be provided as required by the Maryland law.
- (3) The insurance policies obtained by a franchisee in compliance with this and other sections shall be issued by a company, or companies, acceptable to CCRC.
- (4) The insurance policies shall name the Commissioners and CCRC as an additional insured and shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to CCRC at least 30 days in advance of the effective date thereof.
- (5) Certificates of insurance shall be filed and maintained with the Commissioners and CCRC during the term of the franchise.

B. Indemnification.

- (1) A franchisee shall, at its sole cost and expense, indemnify, defend, and hold harmless CCRC and the franchisors, their agents, servants, officials, boards, commissions, and employees, at all times against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, maintenance, or operation of the cable system; and specifically agrees that it will pay all damages and costs which CCRC and the franchisors or their agents, servants, officials, boards, commissions, or employees may be legally required to pay arising from the franchise granted herein. Such damages and penalties shall include, but not be limited to, damages arising out of copyright infringements, or a failure by the franchisee to secure consents from the owners, authorized distributors, or franchisees of programs to be delivered by the cable system, and other damages arising out of the installation, operation or maintenance of the cable system authorized, allowed, or prohibited by the franchise.
- (2) In the event suit shall be filed against CCRC or the franchisors or their agents, servants, officials, boards, commissions, or employees either independently or jointly with a franchisee to recover for any claim or damages, the franchisee, upon notice to it by CCRC, shall defend CCRC, the franchisors, or their agents, servants, officials, boards, commissions, or employees, as the case may be, against the action and, in the event of a final judgment being obtained against any of them, either independently or jointly with the franchisee by reason of the acts of the franchisee, the franchisee will pay said judgment and all costs and legal fees, and hold CCRC and the franchisors, their agents, servants, officials, boards, commissions, and employees harmless therefrom.

C. Bond.

- (1) A franchisee shall, concurrently with its acceptance of a franchise, and during the entire term of the franchise and any extensions or renewals thereof, file with CCRC, at franchisee's sole expense, a corporate surety bond with a responsible company acceptable to CCRC, and

licensed to do business in Maryland, in the amount specified in its franchise agreement, renewable annually, and conditioned upon the faithful performance of franchisee's obligations under the franchise, and upon the further condition that in the event the franchisee shall fail to comply with any one or more of the provisions of the franchise agreement or this chapter, there shall be recoverable, jointly and severally from the principal and surety of such bond, any damages or loss suffered by CCRC, franchisors or subscribers as a result thereof, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the franchisee as prescribed hereby, plus a reasonable allowance for attorney's fees and costs, said condition to be a continuing obligation on the part of the franchisee to CCRC and the franchisors that may arise from the acceptance of the franchise or its renewal or from the exercise of any privilege or right herein granted.

- (2) The bond shall provide that at least 30 days' prior written notice of intention not to renew or to cancel or of any material change be given by the surety company by filing the same with CCRC.
- (3) CCRC may withdraw the amount due, with interest and any penalties, from the bond if after 30 days written notice the franchisee fails to:
 - (a) Pay to CCRC or the franchisors any franchise fees, taxes, or other amounts due;
 - (b) Pay any damages, costs, or expenses that CCRC or the franchisors are compelled to pay by reason of any act or default of the franchisee in connection with the franchise; or
 - (c) Comply with any material provision of the franchise that CCRC determines can be remedied by an expenditure of the bond.
- (4) Within 30 days after any withdrawal from the bond, the franchisee shall restore the full amount of the bond as required in § 93-7C(1).

D. Non-waiver. Neither the provisions of this section nor any damages recovered by CCRC, the franchisors, or their agents, servants, officials, boards, commissions, or employees shall be construed to limit the liability of a franchisee for damages under the franchise.

§ 93-8. Enforcement.

A. Enforcement procedures.

- (1) If CCRC determines that a franchisee has failed to perform any obligation under the franchise or has failed to perform in a timely manner, CCRC may make a written demand on the franchisee that it remedy the violation. If the violation is not remedied or in the process of being remedied to the satisfaction of CCRC within a reasonable time period following the demand, CCRC may:
 - (a) Assess against the franchisee monetary damages as provided in the franchise agreement;
 - (b) Issue a civil citation and impose a penalty not to exceed \$1,000.00, pursuant to the provisions of § 3-811 of the Code of Public Local Laws;
 - (c) Assess and withdraw the amounts specified above from the franchisee's performance bond or other applicable security instrument;
 - (d) Revoke the franchise as provided in the franchise agreement; or
 - (e) Pursue any legal or equitable remedy available under the franchise or any applicable law.
- (2) Remedies available to CCRC for franchise violations under this chapter and under a franchise agreement shall be construed, except as otherwise provided in this chapter, as cumulative and not alternative.

- (3) If civil penalties are assessed against a franchisee under this section, the franchisee is not subject to liquidated damages payable to CCRC for the same violation. If liquidated damages payable to CCRC are assessed against a franchisee, the franchisee is not subject to civil penalties under this section for the same violation. If CCRC seeks actual damages for any violation, any civil penalties or liquidated damages recovered by CCRC for the same violation including civil penalties or liquidated damages for partial time periods included in a longer time period for which actual damages are sought, shall be offset against any actual damages recovered by CCRC.
- (4) A franchisee shall pay civil penalties or liquidated damages within 30 days after receipt of notice from CCRC.
- (5) The filing of an appeal to any regulatory body or court does not stay or release the obligations of a franchisee under the franchise agreement and applicable law.

B. No waiver.

- (1) An assessment of liquidated damages or civil penalties does not constitute a waiver by CCRC or the franchisors of any other right or remedy they may have under the franchise or applicable law, including the right to recover from the franchisee any additional damages, losses, costs, and expenses, including actual attorney fees that were incurred by the franchisors or CCRC by reason of or arising out of the violation.
- (2) However, CCRC's election of liquidated damages under the franchise agreement shall take the place of any right to obtain actual damages over and above the payment of any amounts otherwise due.
- (3) This provision may not be construed to prevent CCRC from electing to seek actual damages for a continuing violation if it has imposed civil penalties or liquidated damages for an earlier partial time period for the same violation, subject to the offset specified in § 93-8A(3).

§ 93-9. Transfers.

A franchisee shall comply with all provisions of its franchise agreement regarding transfers, ownership and control.

§ 93-10. Administration.

In addition to any functions assigned to it elsewhere in this chapter, CCRC shall have the following functions:

- (1) Advise the franchisors on matters which might constitute grounds for revocation of a franchise or other enforcement action in accordance with this specification.
- (2) Resolve disagreements among the franchisee, subscribers and public and private users of a cable system.
- (3) Coordinate available resources for best public, educational, and governmental use of facilities and channels of the cable system.
- (4) Cooperate with other cable and communications systems, and coordinate interconnection of such systems.
- (5) Review franchisee books and records as required by this chapter and require the preparation and filing of any information additional to that required herein.

§ 93-11. Miscellaneous provisions.

A. No recourse. Without limiting the immunities that the franchisors or CCRC or other persons may have under applicable law, the franchisee shall have no recourse whatsoever against the franchisors or CCRC or their officers, officials, boards, commission, agents, or employees for any loss, cost, expense or damage arising out of the exercise of their authority pursuant to any

provisions or requirements of this chapter, the franchise agreement, or any franchise granted hereunder or because of its enforcement, except as may otherwise be provided herein.

- B. **Costs.** Except where otherwise expressly stated herein, all costs incurred by a franchisee in connection with any provision of this chapter shall be borne by the franchisee.
- C. **Compliance with laws.** Each franchisee shall comply with all federal, state, and local laws and regulations heretofore and hereafter established during the entire term of its franchise.

ARTICLE II, Cable Consumer Protection

[Adopted ___/___/08 by Ord. No. 08-___]

§ 93-12. General provisions.

- A. **Cable operator duties.** A cable operator shall satisfy the customer service standards set forth in this chapter and any additional or stricter requirements established by regulations of the FCC or other applicable federal, state, or local law or regulation.
- B. **Scope of chapter.** This chapter does not prevent or prohibit:
- (1) CCRC and a cable operator from agreeing to customer service requirements that exceed the standards set forth in this chapter;
 - (2) CCRC from enforcing, through the end of a franchise term, pre-existing customer service requirements that exceed the standards set forth in this chapter or are contained in current franchise agreements;
 - (3) CCRC or the franchisors from enacting or enforcing any lawful customer service or consumer protection laws or regulations; or
 - (4) The establishment or enforcement of any law or regulation by CCRC or the franchisors concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in this chapter, a franchise agreement, or federal or state law.
- C. **Meeting standards specified by percentages of time.** Where standards shall be met a certain percentage of the time, as specified herein, a cable operator shall adopt policies designed to meet those standards in all cases, and in no event shall intentionally violate the standards. However, the cable operator shall not be subject to penalties or liquidated damages if it unintentionally fails to meet the standards in particular cases, so long as the cable operator meets the standards the specified percentage of the time.
- D. **Initial grace period.** Other than for violations of § 93-21 and § 93-22, a cable operator shall not be subject to penalties, liquidated damages, or other monetary sanctions for violations of the customer service standards set forth in this chapter that occur during the first 6 months after the operator first begins to provide cable service within the boundaries of the franchisors, unless such violations involve fraud or willful misconduct.

§ 93-13. Office and telephone access and complaints.

- A. **Local business office.** A cable operator shall maintain within the geographic limits of Carroll County a local business office or designated agent that shall be open during normal business hours for the purpose of receiving and resolving all subscriber complaints regarding the quality of service, equipment malfunctions and other similar matters, and to allow subscribers to request service, pay bills, and conduct other business.
- B. **Telephone access.**
- (1) A cable operator shall maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, 7 days a week.
 - (2) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be

answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day.

- (3) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions, measured on a quarterly basis.
 - (a) Measurement of the standard stated in § 93-13B(1) shall include all calls received by the cable operator at all call centers receiving calls from subscribers, whether they are answered by a live representative, answered by an automated response system, or abandoned, and shall include all periods during which live representatives are available to answer calls, whether or not such periods occur during normal business hours.
 - (b) If a call is answered by an automated response system, the standard stated in § 93-13B(1) shall be satisfied for a given call if the standard system includes an option to speak to a service representative, that option is presented to the caller within the first 90 seconds from the time the call is answered by the automated response system, and, if that option is exercised, the caller is not required to wait more than 30 seconds to be connected to a service representative.
- (4) Under normal operating conditions, a subscriber will receive a busy signal less than 3% of the time.

C. Complaints.

- (1) Complaints by any subscriber may be filed with the cable operator in writing or delivered to the cable operator orally in person or by telephone.
- (2) Any complaints regarding service interruption received from subscribers by the cable operator or referred to the cable operator by CCRC shall be investigated by the cable operator and service restored within 48 hours of their receipt. In the event service is not restored within 48 hours, the subscriber shall be credited with a reduction in the subscriber's monthly payment for each full day or portion of a day that such service is not restored by determining from the subscriber's monthly charge the prorated charge for each day's service, then multiplying said daily charge by the number of days during which service was not wholly restored and subtracting the result from the subscriber's monthly charge. Any complaints not regarding service interruption received from subscribers by the cable operator or referred to the cable operator by CCRC shall be investigated and responded to by the cable operator within 2 business days of their receipt. If a complaint is sent to the cable operator by CCRC, the cable operator shall respond to CCRC and report on the status of that complaint within 24 hours of the time CCRC delivers the complaint to the cable operator.
- (3) The procedure for reporting and resolving complaints shall be stated in writing by the cable operator to each subscriber at the time of initial installation of cable service to the cable system, at least annually thereafter, and at any time upon request.

§ 93-14. Cable installation and repair standards.

A. General service standards.

- (1) A cable operator shall render efficient cable service, make prompt repairs, and intentionally interrupt cable service on the cable system only for good cause and for the shortest time possible and, except in emergency situations or to the extent necessary to fix the affected subscriber's service problems, or as provided in § 93-14A(4), only after a minimum of 48 hours prior notice to subscribers and CCRC of the anticipated cable service interruption.

- (2) A cable operator shall maintain sufficient staff and facilities to handle properly and adequately respond to cable system maintenance, requests for service, and complaints.
- (3) A cable operator shall maintain a duty roster of qualified technicians to respond to complaints or malfunctions of the cable system at other than normal office hours.
- (4) A cable operator need not give notice to subscribers for planned maintenance that does not require more than 2 hours interruption of cable service and that occurs between the hours of 12:00 midnight and 6:00 a.m..
- (5) A cable operator shall begin working to restore service within 2 hours after it becomes aware of a service interruption affecting 5% or more of the subscribers within the boundaries of the franchisors.
- (6) A cable operator shall maintain a written log, or the equivalent stored in computer memory and capable of access and reproduction on hard copy, of all cable service interruptions and requests for cable service.

B. Appointments.

- (1) The "appointment window" for installations and service calls shall be a specific time or, at maximum, a 4 hour time block during normal business hours. A cable operator may also offer longer appointment windows so long as it offers the subscriber the specified 4 hour time blocks as well.
- (2) The cable operator shall offer a subscriber who requests service an appointment no more than 7 calendar days from the date of the request. The subscriber may request a later date.
- (3) A cable operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.
- (4) A cable operator may not cancel an appointment with a subscriber after the close of business on the business day preceding the appointment.
- (5) A cable operator may not require that a subscriber answer a telephone call or that the subscriber otherwise confirm availability before the cable operator commences an appointment. If a cable operator unsuccessfully attempts to contact the subscriber prior to arriving at the appointment, and then fails to keep the appointment, the cable operator's failure to reach the subscriber shall not excuse it from keeping the appointment.
- (6) If a cable operator's representative is running late for an appointment with a subscriber and is not able to keep the appointment as scheduled, the subscriber shall be contacted. The appointment shall be rescheduled, as necessary, at a time convenient to the subscriber.

C. Installation standards measured on a quarterly basis. Under normal operating conditions, each of the following standards shall be met by a cable operator no less than 95% of the time, measured on a quarterly basis:

- (1) A cable operator shall complete a standard installation within 7 business days after receipt of a request, excluding time required to obtain necessary permits, in all areas where trunk and feeder cable has been activated for cable service, provided, however, that if installation requires that fiber be terminated on the subscriber's premises and such termination has not yet been installed, a cable operator shall have 7 days to install such termination, and the 7-day period for installation of cable service shall commence only after such termination is installed or the 7-day period for such termination has elapsed, whichever occurs first.
- (2) Excluding conditions beyond the control of the cable operator, the cable operator will begin working on a service interruption promptly and in no event later than 24 hours after the interruption becomes known. Work on other requests for service shall be commenced by the next business day after notification of the problem, and the work shall be completed within 3 business days from the date of the initial request. If for reasons beyond the cable operator's control the work cannot be completed in the required time even with the exercise of all due diligence, the cable operator shall complete the work in the shortest time possible. A cable

operator's failure to hire sufficient staff or to train its staff properly does not justify a cable operator's failure to comply with the required time period.

D. Extension of service.

- (1) A cable operator shall complete a non-standard installation within six months, excluding time required to obtain necessary permits, but including any extension of the distribution system that may be required to complete such installation pursuant to the cable operator's franchise agreement and applicable law.
- (2) If a potential subscriber or CCRC requests an estimate of the cost of line extension to a location, a cable operator shall provide such a good faith estimate within 30 days from the date of such request.

E. Response to a service request.

- (1) A cable operator has responded to a request for service under the provisions of this section when a technician arrives at the service location and begins work on the problem or, if a technician's presence at the service location is not necessary to diagnose and cure the problem, when the cable operator has begun work on the problem elsewhere.
- (2) If a subscriber is not home when the technician arrives, response is considered to have taken place if the technician leaves written notification of the technician's arrival.

F. Charges for installation and service.

- (1) Except as federal law may otherwise provide, a cable operator may not charge a subscriber any cost other than its standard installation rate for a standard installation of a single outlet, unless the cable operator demonstrates to CCRC's satisfaction that extraordinary circumstances or a custom installation requested by the subscriber justify a higher charge.
- (2) Except as federal law may otherwise provide, a cable operator may not charge a subscriber for a service call unless the service request can be demonstrated:
 - (a) both to have been repeated and not to have been based on a problem originating with the cable system, or
 - (b) to involve subscriber negligence or misuse of equipment.

G. Cable drops.

- (1) Except as applicable law otherwise may require, if a drop exceeds the standard drop length, a cable operator may charge a subscriber for a cable operator's actual costs of labor and materials associated with installing the drop beyond the standard drop length if the drop length in excess of the standard drop length is necessary due to engineering requirements.
- (2) The subscriber's preference for the point of entry into the residence shall be observed whenever feasible.
- (3) Runs in building interiors shall be as unobtrusive as possible.
- (4) A cable operator shall use due care in the process of installation and shall repair any damage to the subscriber's property caused by the installation. The restoration shall be undertaken as soon as possible after the damage was incurred and shall be completed within no more than 30 days after the damage is incurred, subject to reasonable landscaping limitations.

H. Underground and above-ground installations.

- (1) In locations where a cable operator's system is underground, drops shall be placed underground as well.
- (2) Except as federal law may otherwise require, in an area where a cable operator would be entitled to install a drop above ground, the cable operator, if requested by the homeowner, shall install the drop underground but may charge the homeowner the difference between the actual cost of labor and materials for the above-ground installation and the actual cost of labor and materials for the underground installation.

§ 93-15. Notices.

A. Annual notice to subscribers. At the time service is installed to a subscriber and at least once annually afterwards, and at any time on request, the cable operator shall provide each subscriber with written information concerning:

- (1) Products and services offered;
- (2) Prices, including a schedule of rates and charges, and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies, delinquent subscriber reconnect and disconnect procedures, and any other of its policies applicable to subscribers;
- (4) Written instructions on how to use the cable services and for placing a service call;
- (5) Channel positions of programming carried on the cable system;
- (6) The procedures for making inquiries or complaints, including the title, address, local telephone number, and email address of the employee or agent to whom inquiries or complaints are to be addressed;
- (7) CCRC official responsible for regulating the franchise, including the name, telephone number, and email address of the official;
- (8) The cable operator's business hours, legal holidays, and procedures for responding to inquiries after normal business hours;
- (9) A copy of the service contract applicable to the subscriber, if any; and
- (10) A written notice regarding subscriber's privacy rights pursuant to 47 United States Code § 551.

B. Notification of changes.

- (1) A cable operator shall provide to all subscribers and to CCRC at least 30 days written notice before the implementation of any change in rates, programming services, channel positions, business hours, legal holidays, or procedures for responding to inquiries after normal business hours, unless such change is beyond the control of the cable operator, in which case the cable operator shall provide the maximum possible notice up to the 30 days specified herein.
- (2) In addition to the requirement of § 93-15B(1), a cable operator shall give at least 30 days written notice to subscribers and to CCRC before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs, addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted shall be separately identified. For purpose of the carriage of digital broadcast signals, the operator need only identify for subscribers the television signal added and not whether that signal may be multiplexed during certain dayparts.
- (3) At least 5 working days before distributing a subscriber notice, unless waived by CCRC, the cable operator shall provide to the officer the specific points to be contained in a subscriber notice and the text of the subscriber notice, if available. If the text is not available, it shall be provided to CCRC as soon as it is available.
- (4) A cable operator shall file with CCRC copies of all notices provided to subscribers.

§ 93-16. Billing.

A. General Standards.

- (1) Bills shall be clear, concise, and understandable.

(2) Bills shall fully itemize cable services, equipment, and any other items for which a cable operator charges a subscriber, including basic and premium service charges and equipment charges.

(3) Bills shall clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

B. Refunds. Refund checks to subscribers shall be issued promptly, but no later than:

(1) The earlier of the subscriber's next available billing cycle or 30 days following resolution of the refund request; or

(2) The return of all equipment supplied by the cable operator if cable service is terminated.

C. Credits.

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

(2) The account of any subscriber shall be credited a prorated share of the monthly charge for cable service, upon the reasonably prompt request of a subscriber, or without a subscriber's request if the cable operator is aware of an outage and can identify the affected subscribers, if the subscriber is without cable service for a period that exceeds 12 hours during any 24-hour period, or cable service is substantially impaired for any reason for a period that exceeds 12 hours during any 24-hour period.

(3) The provisions of § 93-16C(2) do not apply if it can be documented that a subscriber seeks a refund for an outage or impairment that the subscriber caused, or a planned outage occurred between the hours of 12:00 midnight and 6:00 a.m. and the subscriber had prior notice.

D. Payment information; late fees.

(1) A cable operator's billing statement shall show a specific payment due date not earlier than the midpoint of the period for which the cable service being billed is rendered, e.g., the 15th day of a 30-day billing cycle.

(2) If a balance due is not received by 7 days after the end of the period for which the cable service being billed is rendered, the cable operator may assess a late fee in accordance with state and local law and judicial decisions.

(3) Any late fee shall appear on the following month's billing statement.

(4) A subscriber may not be charged a late fee or otherwise penalized for any failure by a cable operator, including a failure to timely or correctly bill the subscriber or a failure to properly credit the subscriber for a payment timely made.

E. Deposits.

(1) A cable operator may require a reasonable, non-discriminatory deposit on equipment provided to subscribers, in addition to any allowable monthly rental fees.

(2) A subscriber deposit shall bear interest in accordance with applicable law or at the going rate, which may not be less than the prime rate of the bank being used by the Commissioners for the conduct of ordinary business. All deposits, with interest, shall be returned to the subscriber within 30 days after return of the equipment.

F. Billing inquiries. If a subscriber requests a written response to a written billing inquiry, the cable operator shall respond in writing within 30 days of receipt.

§ 93-17. Disconnection and reconnection.

A. Termination of cable service by subscriber. A subscriber may terminate cable service at any time.

B. Cable operator duties.

(1) A cable operator shall promptly disconnect or downgrade any subscriber and may not require a notice period before the disconnect or downgrade of service by a subscriber.

- (2) If the subscriber returns or permits the cable operator to retrieve any equipment necessary to receive a service within 5 business days of the disconnection, the cable operator may not impose a charge for any cable service delivered after the date of the disconnect request.

C. Return of equipment.

- (1) A subscriber may be asked, but not required, to disconnect a cable operator's equipment and return it to the business office.
- (2) If a cable operator fails to remove its property from a subscriber's premises within 60 days of the termination of cable service, the property shall be deemed abandoned unless the subscriber is responsible for the cable operator's failure to remove the property.

D. Return of security deposit or other funds.

- (1) Any security deposit or other funds due the subscriber shall be refunded on disconnected accounts after any customer premises equipment provided by the cable operator has been recovered by the cable operator.
- (2) The refund shall be made within the earlier of 30 days or by the end of the next available billing cycle measured from the date disconnection was requested. If any customer premises equipment provided by the cable operator has not been returned by the later of these 2 dates, the refund shall be made on the date on which such equipment is returned.

E. Disconnection of cable service by operator.

- (1) If a subscriber fails to pay a monthly subscriber fee or other fee or charge, a cable operator may disconnect the subscriber's cable service. However, the disconnection may not occur until after 35 days from the beginning of the period for which the cable service being billed is rendered, plus at least 10 days advance written notice to the subscriber of the intent to disconnect, given after the 35 days have elapsed. However, if the subscriber pays all amounts due, including any late charges, before the date scheduled for disconnection, the cable operator may not disconnect cable service.
- (2) A cable operator may immediately disconnect a subscriber if the subscriber is damaging or destroying the cable operator's cable system or equipment. After disconnection, the cable operator shall restore cable service if the subscriber provides adequate assurance that the subscriber has ceased the practices that led to disconnection and paid all proper fees and charges, including any reconnect fees and amounts owed the cable operator for damage to its cable system or equipment.
- (3) A cable operator may disconnect a subscriber who causes signal leakage in excess of federal limits. Disconnection may be effected either:
- (a) After 5 days written notice to the subscriber, if the subscriber fails to take steps to correct the problem; or
 - (b) Without notice if signal leakage is detected originating from the subscriber's premises in excess of federal limits, provided that the cable operator shall immediately notify the subscriber of the problem and, once the problem is corrected, reconnect the subscriber.

F. Reconnection of cable service.

- (1) A cable operator shall reconnect cable service to a subscriber who wishes to have the subscriber's cable service restored if the subscriber first satisfies any previously owed obligations.
- (2) The cable operator shall complete such reconnection within 48 hours.

§ 93-18. Changes in cable service.

- A. Notice of change of service.** When a cable operator substantially alters the cable service it provides to a class of subscribers, the cable operator shall provide each subscriber notice as required in § 93-15B, explain the substance and full effect of the alteration, and provide the

subscriber with the right to choose to receive any combination of cable services offered by the cable operator.

- B. Charges for authorized cable services only.** A cable operator may not charge for any cable service or product that the subscriber has not affirmatively indicated the subscriber wishes to receive. Payment of the regular monthly bill does not in and of itself constitute such an affirmative indication.
- C. Requirement to purchase cable service other than basic service.** Subject to federal law, a cable operator that is not subject to effective competition may not require a subscriber to purchase a cable service other than basic service as a condition of purchasing premium or pay-per-view programming.

§ 93-19. Parental control.

Upon the request of a subscriber, a cable operator shall make available to each subscriber, either for rent or for purchase or both, the option of blocking the video and audio portion of any channel or channels of programming entering the subscriber's home. The control option shall be made available to all subscribers requesting it at the time that cable service is provided or within a reasonable time thereafter.

§ 93-20. Rights of individuals.

- A. Discrimination prohibited.** A cable operator may not deny service or access or otherwise discriminate against subscribers on the basis of income, race, color, religion, national origin, age, sexual orientation, or sex.
- B. Compliance with equal employment opportunity.** A cable operator shall comply with the equal employment opportunity requirements of federal, state, and local laws and regulations.
- C. Privacy.**
- (1) A cable operator shall at all times protect the privacy rights of all subscribers under all applicable law, including, but not limited to, § 631 of the Cable Act, 47 United States Code § 551.
 - (2) A subscriber's "prior written or electronic consent" for purposes of 47 United States Code § 551 shall be obtained by a cable operator pursuant to a separate document with a prominent statement that the subscriber is providing such consent in full knowledge of the provisions of 47 United States Code § 551. Such written permission shall be for a limited period of time not to exceed one year, which shall be renewable in writing at the option of the subscriber. No penalty shall be invoked for a subscriber's failure to provide or renew such an authorization. The authorization shall be revocable at any time by the subscriber, without penalty of any kind, by delivering to the cable operator in writing, by mail or otherwise, the subscriber's decision to revoke the authorization. Any revocation shall be effective upon receipt by the cable operator.

§ 93-21. Anti-competitive actions.

A cable operator may not engage in unlawful acts that have the purpose or effect of limiting competition for the provision of cable service or services similar to cable service within the boundaries of the franchisors.

§ 93-22. Enforcement.

- A. Administration.** CCRC shall have the authority to enforce the requirements of this article.
- B. Verification of compliance.** If CCRC has reason to believe that a cable operator may not be in compliance with the standards established in this article, CCRC, on reasonable notice, may require the cable operator to demonstrate compliance with the standards required in this article.

The cable operator shall provide sufficient detail to permit CCRC to verify the extent of compliance.

C. Enforcement procedures.

- (1) If CCRC determines that a cable operator has failed to perform any obligation under this article or has failed to perform in a timely manner, CCRC may make a written demand on the cable operator that it remedy the violation. If the violation is not remedied or in the process of being remedied to the satisfaction of CCRC within a reasonable time period following the demand, CCRC may:
 - (a) Issue a civil citation for a civil infraction and impose a penalty not to exceed \$1,000, pursuant to the provisions of § 3-811 of the Code of Public Local Laws;
 - (b) Assess against the cable operator any monetary damages provided for such violation in its franchise agreement;
 - (c) Assess and withdraw the amounts specified above from the cable operator's performance bond or other applicable security instrument;
 - (d) Revoke the cable operator's cable franchise as provided in its franchise agreement; or
 - (e) Pursue any legal or equitable remedy available under any applicable law or under the cable operator's franchise agreement.
- (2) The following penalty amounts shall apply, in place of the amount specified in § 93-22C(1)(a), in assessing civil penalties for customer service standards that are measured on a quarterly basis:
 - (a) For the first calendar quarter in which a cable operator does not meet the prescribed standard (a "noncompliant quarter"), the cable operator will be subject to a civil penalty in the amount of \$1,500.
 - (b) For a second consecutive noncompliant quarter, a cable operator shall be subject to a civil penalty in the amount of \$2,000.
 - (c) For each consecutive noncompliant quarter beyond the second, a cable operator shall be subject to a civil penalty in the amount of \$4,000.
- (3) Remedies available to CCRC for franchise violations under this chapter and under the franchise agreement shall be construed, except as otherwise provided in this chapter, as cumulative and not alternative.
- (4) If civil penalties are assessed against a cable operator under this chapter, the cable operator is not subject to liquidated damages payable to CCRC for the same violation. If liquidated damages payable to CCRC are assessed against a cable operator, the cable operator is not subject to civil penalties under this section for the same violation. If CCRC seeks actual damages for any violation, any civil penalties or liquidated damages recovered by CCRC for the same violation, including civil penalties or liquidated damages for partial time periods included in a longer time period for which actual damages are sought, shall be offset against any actual damages recovered by CCRC.
- (5) A cable operator shall pay civil penalties or liquidated damages within 30 days after receipt of notice from CCRC.
- (6) The filing of an appeal to any regulatory body or court does not stay or release the obligations of a cable operator under the franchise agreement and applicable law.
- (7) An assessment of liquidated damages or civil penalties does not constitute a waiver by CCRC or the franchisors of any other right or remedy they may have under the franchise or applicable law, including the right to recover from the cable operator any additional damages, losses, costs, and expenses, including actual attorney fees, that were incurred by the franchisors or CCRC by reason of or arising out of the violation. However, CCRC's election of liquidated damages under the franchise agreement shall take place of any right to obtain actual damages over and above the payment of any amounts otherwise due. This

provision may not be construed to prevent CCRC from electing to seek actual damages for a continuing violation if it has imposed civil penalties or liquidated damages for an earlier partial time period for the same violation, subject to the offset specified in § 93-22C(4) of this chapter.

§ 93-23. Costs.

Except where otherwise expressly stated herein, all costs incurred by an owner or permittee in connection with any provision of this chapter shall be borne by the owner or permittee.

§ 93-24. [Reserved].

§ 93-25. [Reserved].

§ 93-26. [Reserved].

§ 93-27. [Reserved].

ARTICLE III [Reserved]

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