

PROPOSED

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2024, Legislative Day No. 20

Bill No. 86-24

Introduced by Ms. Pickard, Chair
(by request of the County Executive)

By the County Council, November 4, 2024

Introduced and first read on November 4, 2024
Public Hearing set for December 2, 2024
Bill Expires February 7, 2025

By Order: Kaley Schultze, Administrative Officer

A BILL ENTITLED

1 AN ORDINANCE concerning: Approval of Cable Franchises – Starpower
2 Communications, LLC (doing business as Astound Broadband), Comcast of
3 Maryland, LLC, and Verizon Maryland LLC
4

5 FOR the purpose of approving the extension of the cable franchise agreements with
6 Starpower Communications, LLC (doing business as Astound Broadband)
7 (“Astound”), Comcast of Maryland, LLC (“Comcast”), and Verizon Maryland LLC
8 (“Verizon”) (collectively, the “franchisees”) to December 31, 2026; and generally
9 relating to cable franchises.

10
11 WHEREAS, Astound, Comcast, and Verizon are franchisees under cable franchise
12 agreements (the “cable franchise agreements”) entered into with the County and
13 approved pursuant to Article 10 of the County Code, as those cable franchise
14 agreements have been amended from time to time; and
15

16 WHEREAS, the original terms of the cable franchise agreements began in 2006,
17 and continued for 15 years; and
18

19 WHEREAS, §§ 10-3-101 through 10-3-104 of the County Code set forth the
20 process for renewal of a cable franchise, which is instigated by the submission of a
21 proposal for renewal from the franchisee to the County; and
22

23 WHEREAS, the renewal process for the cable franchises has not proceeded and
24 been completed at this time; and

1 WHEREAS, to rectify the situation, the County and the franchisees are desirous of
2 entering into amendments to the cable franchise agreements deeming the
3 franchisees to have timely notified the County of their intention to renew the cable
4 franchise agreements and extending the current cable franchise agreements until
5 December 31, 2026, to give the County and the franchisees sufficient time to
6 negotiate the renewals; and

7
8 WHEREAS, copies of the Extension Amendment executed by each franchisee are
9 attached hereto as Exhibit A; and

10
11 WHEREAS, § 10-2-105(c) of the County Code provides that amendments to cable
12 franchise agreements are contingent upon approval by ordinance of the County
13 Council; now, therefore,

14
15 SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,*
16 That it hereby approves the Extension Amendments with the franchisees attached hereto
17 as Exhibit A.

18
19 SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days
20 from the date it becomes law.

EXTENSION AMENDMENT

THIS EXTENSION AMENDMENT is made as of the ____ day of September, 2024, by and between Anne Arundel County, Maryland, and Starpower Communications, LLC d.b.a. Astound Broadband (“Astound”).

WHEREAS, Astound currently holds a cable television franchise awarded by the County with an effective date of December 1, 2006, which franchise authorizes Astound to operate a cable system within the territorial limits of the County (the “Franchise”); and

WHEREAS, Astound and the County are in the process of franchise renewal as provided under Section 626 of the federal Cable Act; and

WHEREAS, Astound and the County previously agreed via letter dated June 25, 2021, to extend the term of the Franchise to December 31, 2026 (the “Letter”); and

WHEREAS, Astound and the County would like to memorialize the agreement set forth in the Letter, and formally evidence extension of the Franchise to December 31, 2026;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, terms, conditions and representations contained herein, the parties agree as follows:

1. The term of the Franchise is extended to December 31, 2026.
2. The Parties hereby agree that as of the date of this Extension Amendment each is in material compliance with the terms of the Franchise. This Extension Amendment does not waive any claims by either Party as to compliance over the extended term of the Franchise.
3. By extending the Franchise, neither Astound nor the County waive any rights or claims they may have pursuant to the Franchise, the Federal Cable Act including the section 626 renewal process upon expiration of this extension, and state and local law. Astound is deemed to have timely notified the County of its intention to seek renewal under Section 626 of the Federal Cable Act upon expiration of the Franchise term, as extended, and shall not be required to submit an additional letter reserving such right.
4. In the event this Extension Amendment is declared invalid for any reason, the parties shall retain all rights to the formal and informal renewal processes under the Federal Cable Act and all other rights under applicable federal, state, and local laws and regulations.
5. All other terms and conditions of the Franchise shall remain in effect.

(Signatures on next page)

STARPOWER COMMUNICATIONS, LLC d.b.a. ASTOUND BROADBAND

By: Sanford Ames Date: 21/09/2024
Sanford Ames (Sep 21, 2024 04:56 EDT)

Sanford Ames
General Manager, Senior Vice President

ANNE ARUNDEL COUNTY, MARYLAND

By: _____ Date: _____

Christine M. Anderson
Chief Administrative Officer

**APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY SWAIN, COUNTY ATTORNEY:**

By: _____ Date: _____

Jason Fetterman
Senior Assistant County Attorney

APPROVED:

By: _____ Date: _____

John Martin
Information Technology Officer

EXTENSION AMENDMENT

THIS EXTENSION AMENDMENT is made as of the ____ day of _____, 2024, by and between Anne Arundel County, Maryland, and Comcast of Maryland, LLC (“Comcast”).

WHEREAS, Comcast currently holds a cable television franchise awarded by the County with an effective date of December 1, 2006, which franchise authorizes Comcast to operate a cable system within the territorial limits of the County (the “Franchise”); and


WHEREAS, Comcast and the County are in the process of franchise renewal as provided under Section 626 of the federal Cable Act; and

WHEREAS, Comcast and the County would like to extend the Franchise to December 31, 2026;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, terms, conditions and representations contained herein, the parties agree as follows:

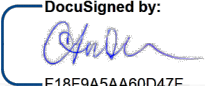
1. The Franchise is hereby extended to December 31, 2026.
2. The Parties hereby agree that as of the date of this Extension Amendment each is in material compliance with the terms of the current Franchise. This Extension Amendment does not waive any claims by either Party as to compliance over the extended term of the Franchise.
3. The Parties agree that Comcast may comply with §10-10-102 by providing a statement affirmed by an internal financial or regulatory accounting employee.
4. By extending the current Franchise, neither Comcast nor the County waive any rights or claims they may have pursuant to the Franchise, the Federal Cable Act including the section 626 renewal process upon expiration of this extension, and state and local law. Comcast shall be deemed to have timely notified the County of its intention to seek renewal under Section 626 of the Federal Cable Act upon expiration of this extension and shall not be required to submit an additional letter reserving such right.
5. In the event this Extension Amendment is declared invalid for any reason, the parties shall retain all rights to the formal and informal renewal processes under the Federal Cable Act and all other rights under applicable federal, state, and local laws and regulations.
6. All other terms and Conditions of the current Franchise shall remain in effect.

COMCAST OF MARYLAND, LLC

By: 
Raymon Roundtree
Regional Senior Vice President

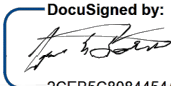
Date: 6/13/2024

ANNE ARUNDEL COUNTY, MARYLAND

DocuSigned by:

By: _____
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Christine M. Anderson
Chief Administrative Officer

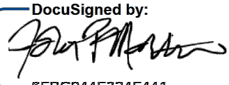
Date: _____
8/2/2024 | 14:31 EDT

**APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY SWAIN, COUNTY ATTORNEY:**

DocuSigned by:

By: _____
2CEB5C8084454A3
Jason Fetterman
Senior Assistant County Attorney

Date: _____
8/2/2024 | 11:00 PDT

APPROVED:

DocuSigned by:

By: _____
6FBC944F324F441...
John Martin
Information Technology Officer

Date: _____
8/1/2024 | 11:20 PDT

EXTENSION AMENDMENT

THIS EXTENSION AMENDMENT (“Extension Amendment”) is made as of the _____ day of _____, 2024, by and between Anne Arundel County, Maryland, and Verizon Maryland LLC (“Verizon”).

WHEREAS, Verizon currently holds a cable television franchise awarded by the County with an effective date of December 1, 2006, which franchise authorizes Verizon to operate a cable system within the territorial limits of the County (the “Franchise”); and

WHEREAS, Verizon and the County are in the process of franchise renewal as provided under Section 626 of the federal Cable Act; and

WHEREAS, Verizon and the County would like to extend the Franchise to December 31, 2026;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, terms, conditions and representations contained herein, the parties agree as follows:

1. The Franchise is hereby extended to December 31, 2026.
2. The Parties hereby agree that as of the date of this Extension Amendment each is in material compliance with the terms of the current Franchise. This Extension Amendment does not waive any claims by either party as to compliance over the extended term of the Franchise.
3. By extending the current Franchise, neither Verizon nor the County waive any rights or claims they may have pursuant to the Franchise, the Federal Cable Act including the section 626 renewal process upon expiration of this extension, and state and local law. Verizon shall be deemed to have timely notified the County of its intention to seek renewal under Section 626 of the Federal Cable Act upon expiration of this extension and shall not be required to submit an additional letter reserving such right.
4. In the event this Extension Amendment is declared invalid for any reason, the parties shall retain all rights to the formal and informal renewal processes under the Federal Cable Act and all other rights under applicable federal, state, and local laws and regulations.
5. All other terms and conditions of the current Franchise shall remain in effect.

(Signatures on next page)

FORM APPROVED
Attorney 
Date 8/16/2024

VERIZON MARYLAND LLC

By:  Date: 8/19/2024
LaTanya Buggs
Regional President – Consumer & Mass Business Markets

ANNE ARUNDEL COUNTY, MARYLAND

By: _____ Date: _____
Christine M. Anderson
Chief Administrative Officer

**APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY SWAIN, COUNTY ATTORNEY:**

By: _____ Date: _____
Jason Fetterman
Senior Assistant County Attorney

APPROVED:

By: _____ Date: _____
John Martin
Information Technology Officer