

BALTIMORE COUNTY

ACCORDANCE WITH FCC'S RULES.

"COUNTY CHANNEL" SHALL MEAN THE CHANNEL(S) ON THE SYSTEM WHICH ARE USED, OR ARE RESERVED FOR USE BY THE POLITICAL SUBDIVISION OF BALTIMORE COUNTY AS IT SHALL, IN ITS DISCRETION, DETERMINE.

"EDUCATIONAL CHANNEL" SHALL MEAN THE CHANNEL(S) THAT ARE USED, OR ARE RESERVED FOR USE, BY THE SCHOOL SYSTEM.

"PUBLIC CHANNEL" SHALL MEAN THE CHANNEL(S) THAT ARE USED, OR ARE RESERVED FOR USE, BY PERSONS OR OTHER MEMBERS OF THE PUBLIC, EITHER AT NO CHARGE OR UPON THE EFFECTUATION OF A LEASE ARRANGEMENT WITH THE COMPANY.

"ADDITIONAL CHANNELS" SHALL MEAN THOSE CHANNELS NOT INCLUDED IN THE ABOVE DEFINITIONS.

"SCHOOL SYSTEM" SHALL MEAN ALL SCHOOLS IN BALTIMORE COUNTY INCLUDING BUT NOT LIMITED TO PUBLIC AND INDEPENDENT SCHOOLS, COLLEGES, UNIVERSITIES AND PUBLIC LIBRARIES.

SECTION 2-15.3 NON EXCLUSIVE FRANCHISE

(A) THE COUNCIL SHALL GRANT THE COMPANY A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, ERECT, OPERATE, AND MAINTAIN A CATV SYSTEM, IN, UPON, ALONG, ACROSS, ABOVE, OVER, AND UNDER THE COUNTY OWNED STREETS AND ALL EXTENSIONS THEREOF AND ADDITIONS THERETO AND OTHER PLACES DEFINED AND LIMITED IN SECTION 2-15.2.

(B) THE FRANCHISE SHALL BECOME EFFECTIVE ON THE DATE ON WHICH THE COUNCIL NOTIFIES THE COMPANY THAT THE FRANCHISE HAS BEEN AWARDED, PURSUANT TO THIS ACT AND IN CONFORMANCE WITH THE COUNTY CODE. THE FRANCHISE SHALL REMAIN IN EFFECT FOR FIFTEEN (15) YEARS, UNLESS SOONER TERMINATED AS HEREINAFTER PROVIDED. THE COMPANY SHALL HAVE THE OPTION TO CONTINUE OPERATIONS FOR A FURTHER TEN YEAR PERIOD, SUBJECT TO THE APPROVAL OF THE COUNTY COUNCIL WHICH SHALL NOT BE ARBITRARILY WITHHELD.

(C) NOTHING IN THE CATV ORDINANCE OR FRANCHISE SHALL BE CONSTRUED AS A WAIVER OF THE COUNTY'S RIGHT TO REQUIRE ANY PERSON, OTHER THAN THE COMPANY UTILIZING THE SYSTEM, TO SECURE THE COUNCIL'S CONSENT PRIOR TO SUCH UTILIZATION.