



Serving
DC | MD | VA

1420 Spring Street
Silver Spring, MD 20910
www.esedl.org

Phone 301.588.8700
Fax 301.920.9770
@ESealsDCMDVA


RECEIVED JUL 30 2015

July 30, 2015

Board of Directors

Janis Schiff
Chairman of the Board

J. David Hoppe
Vice Chairman

Eugene J. Manning
Secretary

J. Miles Reidy
Assistant Secretary

Kleber Santos
Assistant Secretary

Thomas J. Cholis, Jr.
Treasurer

Phil Panzarella
Immediate Past Chairman

Vincent M. Ancona
Paul Bould
Robert Cirincione, M.D.
James C. Fontana
Hilary Fordwich
Cecilia A. Hodges
Robert D. Kipps
Richard Klimoski
Joseph A. Martore
Robin Portman
Juliette Rizzo
Vic Seested
Rick Stein
M. Douglas Todd
Marta C. Wilson
Candi Wolff
W. Glenn Yarborough, Jr.

Emeritus

Arthur H. Adler
MG Carl H. McNair, Jr. (Ret.)
Stephen B. Miller
David A. Ross
Craig A. Ruppert
Richard A. Swirnow
Mary Jo Walsh Gilmore
Peter K. Yeskel

Lisa A. Reeves
President & CEO

The Hon. Isiah Leggett
County Executive
Montgomery County, Maryland
101 Monroe Street, 2nd Floor
Rockville, MD 20850

Dear Mr. Leggett:

Easter Seals Serving DC|MD|VA thanks you for this opportunity to provide input in support of the Comcast Franchise Agreement. For nearly 100 years, Easter Seals has provided exceptional services to individuals with disabilities and their families, including military families, so they can live, learn, work and play in their communities. Through a network of 7 centers and in-home care, Easter Seals benefitted more than 10,000 individuals in our region in 2014.

Easter Seals relies on partners to meet its mission. Whether it is working with Montgomery County to expand services and provide scholarships to families, military branches or Walter Reed National Military Medical Center to meet the special needs of military families, or corporations that provide resources to fill the gaps, Easter Seals knows that we are all stronger when we work together. For several years, Comcast has advanced its commitment to assisting people with disabilities to be fully included in all aspects of life with projects at Easter Seals and provided other support that benefits our community. Here are a few outcomes of this collaboration.

- Comcast's Technology Grants support online curriculum management in our Child Development Centers to ensure that all children reach their potential by the time they reach kindergarten. The system helps teachers evaluate student performance and plan engaging lessons to maximize learning and also enables us to engage parents in their children's learning by sharing information.
- Employee volunteers who came to Easter Seals during Comcast Cares Day helped us prepare for the renovation of Easter Seals Harry & Jeanette Weinberg Inter-Generational Center (also supported by Montgomery County).
- Comcast's Internet Essentials program provides discounted internet service to low-income families. This has been an important support for many families of young children served in our Child Development Centers.

Our partnership with Comcast has been an important contributor to achieving our vision of enabling all individuals to maximize their independence, inclusion, and contributions to society. Thank you for considering our views.

Sincerely,



Lisa A. Reeves
President & Chief Executive Officer

Feedback on County Cable Franchise Agreement

Franchise:

- The agreement presently does not include a section on dispute resolution.
Recommendation- Include a paragraph stating that any disputes over interpretation, application, etc. of the agreement should be referred to a mediator or arbitrator, selected by the parties, rather than a court.

- Section on liquidated damages
Recommendation- Clarify who determines how those penalties are applied if the parties disagree over the number or scope of material violations. Compare paragraph 14 of Exhibit B, the Settlement Agreement, or paragraph 10(f) of Attachment 1, Indefeasible Use.

- Gross Revenue Paragraph 1.16.1: Definition of "gross revenue" includes "revenues from home shopping channels and other revenue sharing arrangements (1.16.1.12) but excludes directory or Internet advertising revenue (1.16.2.12).

Recommendation- Clearly define "gross revenue." It is our interpretation that advertising is a form of "revenue sharing arrangements." Therefore, revenue from advertising should be included in "gross revenue."

- Currently, "gross revenue" excludes revenues from the sale of cable services to a reseller, "when the reseller pays the cable Franchise fee on the resale of the Cable Services" (paragraph 1.16.2.6).
Recommendation- Specify whether this agreement covers payments by resellers. If they are not covered, how and under what authority are those cable franchise fees collected? Is Comcast required to provide an accounting of all revenues and exclusions?

- Paragraph 2.6.1 states that the franchise agreement shall be governed by "all applicable provisions of state and federal law" Paragraph 2.8 refers to "... federal or state law."
Recommendation- Specify which state is implied by "state law." We suggest mentioning Maryland law in this agreement, as we did not see where the agreement specifies Maryland law.

- Paragraph 3.2.2.
Recommendation- This paragraph should probably lead with a qualifier, such as "Subject to the limitations of subsection 3.2.1, Franchisee shall make Cable Services available...." This is to ensure that paragraphs 3.2.1 and 3.2.2 are not read to mean that Comcast is required to provide services as long as the minimum density requirement is met.

- Paragraph 3.2.3.2

Recommendation- Determine a way to verify Comcast's calculation of the "average construction cost per mile in the Franchise Area." Specify how often can Comcast recalculate that value and whether the value is reported to the County?

- Paragraph 3.2.3.

Recommendation- Specify any time limit on when Comcast is required to comply with a request for extension of cable service (assuming arrangements have been made for service). Paragraph 3.2.2, by comparison, has a six-month time limit.

- Paragraph 3.2.3.4.

Recommendation- Clarify whether or not a dwelling unit can be required to contribute to construction if it does not desire cable service. Will Comcast be able to collect a contribution charge in the future if that residence dweller later requests cable service? If not, does this create a free rider problem?

- Paragraph 6.1.1: "Franchisee must cease use [of PEG channels] by a time specified by the County, or within one hundred and twenty (120) days, which is later."

Recommendation- Clearly define the start date for the 120 days. Is it when the County makes the request, or from the effective date of the agreement?

- Paragraph 7.1. (The agreement currently states that if the 5% cap is increased, the County can raise the franchise fee accordingly, but if the 5% cap is entirely eliminated, then the franchise fee must be renegotiated).

Recommendation- Suggest replacing that provision with wording as the following: "If the 5% cap is eliminated, the County can raise the franchise fee by up to X percent or renegotiate a new cap." This gives the County a choice whether to choose a higher percentage or renegotiate, as it sees fit, rather than requiring renegotiation.

- Paragraph 7.6.

Recommendation- Paragraph is pretty vague and unclear, and seems to conflict with paragraph 1.16.2.12, discussed above.

- Paragraph 13.4.2 identifies a number of "material violations."

Recommendation- Clarify these violations and can it be determined that the agreement is revoked under paragraph 13.3? Please also clarify section 13.6 and whether this gives cause to apply liquidated damages under the section.

Exhibit B: Settlement Agreement

- Paragraph 8 states that the County can apply 1/3 of its 3% PEG grants for non-capital support without matching, and 2/3 of the 3% PEG grants for non-capital support equal to the amount the County or other entities supply.

Recommendation- Specify if this needs to be in the settlement agreement with Comcast. Confirm if this is it up to the County itself to decide how to allocate the PEG funds or who makes this decision. Also, please state if the monies can be put aside for future needs.

The Advisory Committee suggests the above-mentioned recommendations. The CCAC is satisfied with the overall negotiations and concessions agreed upon by the preliminary draft of the franchise agreement and would suggest the modifications above to clarify the county's positions.

RECEIVED JUL 21 2015
4627 Hunt Ave
Chevy Chase, MD 20815
July 21, 2015

Montgomery County
DTS – Cable Office
100 Maryland Ave. Suite # 250
Rockville, MD 20850
(Via email to Marjorie.Williams@montgomerycountymd.gov)

Re: Comcast of Potomac LLC's Application of renewal of a cable franchise

Dear Montgomery County Officials:

I object to the proposed Comcast cable TV franchise renewal agreement because it fails to consider environmental concerns, as it fails to require feasible energy conservation measures by Comcast, and because it fails to require Comcast to offer reasonable packages without expensive and extensive sports programming.

My first concern is environmental, namely energy conservation. The franchise agreement does not require low and reduced consumption of electrical energy by Comcast equipment in customers' (subscribers') homes. A significant amount of residential electrical power is consumed by standby devices. See http://www.energyrating.gov.au/wp-content/uploads/Energy_Rating_Documents/Library/Standby_Power/Standby_Power/E3-2010-Intrusive-Survey-FINAL-Report.pdf (page 14) Home entertainment devices, which include cable TV boxes, are one of the biggest parts of that. *Ibid.* See also, <http://standby.lbl.gov/summary-table.html>. Even President George W. Bush recognized the problems with standby power usage. <http://www.extremetech.com/extreme/49784-bush-takes-aim-at-wall-warts>. Of course, the electrical power for these devices largely originates at coal fired power plants, which contribute to climate change problems.

The following provisions should be provided in the Comcast Franchise agreement:

No later than one year of the date of the renewal of the Comcast Franchise agreement to three years thereafter, all new and refurbished cable TV boxes supplied or made available by Comcast, shall in both "on" and "standby" mode, have a power consumption in watts that is no greater than the best (lowest power consuming) cable TV box supplied or made available in the United States by a cable TV company on the date of the franchise agreement renewal.

No later than three years of the date of the renewal of the Comcast Franchise agreement and thereafter, all new and refurbished cable TV boxes supplied or made available by Comcast, shall in both "on" and "standby" mode, have a power consumption in watts that is no greater than twenty five percent lower than the best (lowest power consuming) cable TV box supplied or

made available in the United States by a cable TV company on the date of the franchise agreement renewal.

Within three years of the date of the renewal of the Comcast Franchise agreement, all cable TV boxes supplied or made available by Comcast shall turn off the associated television, after a warning to the consumer, if the channel or volume has not been changed by use of a Comcast equipment control in the previous 2.5 hours. Following the warning, the consumer shall be able to signal the Comcast cable TV box to keep the TV on for another 2.5 hours, or less if the consumer turns it off.

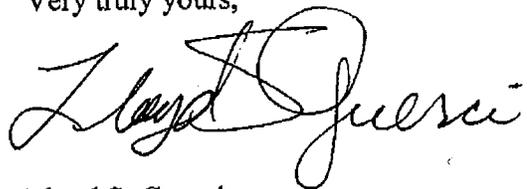
Cable TV box would have to be defined broadly.

There should be similar power consumption requirements for Comcast Internet modem energy usage.

My second concern is that the cable companies including Comcast now provide a menu of programming that is unnecessarily expensive to subscribers. Comcast should be required to provide a package that is identical to its other packages with the sole exception that it does not include the ESPN suite. The price that Comcast charges to consumers should be the same as same as a package with ESPN minus the amount that Comcast pays ESPN for the ESPN content. This treats ESPN similarly to optional entertainment add-ons such as HBO. There is no good reason that Montgomery County taxpayers should as a practical essentially be forced to pay for ESPN.

I would add that the above should apply to Verizon Fios and to RCN, too.

Very truly yours,

A handwritten signature in cursive script that reads "Lloyd S. Guerci". The signature is written in black ink and is positioned above the printed name.

Lloyd S. Guerci

Williams, Marjorie

From: Macarthur, Charles
Sent: Wednesday, July 29, 2015 8:58 AM
To: Williams, Marjorie
Cc: petitmillionaire@yahoo.com
Subject: Cable Television Renewal - Cable Packages


RECEIVED JUL 29 2015

Categories: Red Category

Hello,

My main concern is the packages that are bundled for consumers. Why should the consumer pay for something they will never watch?

In the grocery store for instance; what the consumer want is what they pay for. Why can't the consumer have the same option of paying for what they want with cable subscription?

Currently I subscribe to comcast and am paying extra for sports package but I cannot watch Fox Sports 2, ESPN Deportes and a host of other sports channel. Why do I have a sports package but cannot watch all sports channels. The consumer is paying so they should have a choice of what they want to watch not bundled for them.

Thank You.

Charles MacArthur
Montgomery County Government
Dept. of Transportation/Taxicab Unit
101 Monroe Street, 5th Floor,
Rockville, MD 20850
Ph: 240-777-5857, Fax: 240-777-5801

Williams, Marjorie

From: susan brownstone <susan@susanbrownstone.com>
Sent: Friday, July 31, 2015 12:58 PM
To: Williams, Marjorie
Cc: Kleinman, Joan
Subject: Comcast Renewal

Dear Ms Williams,

I understand that there is an public hearing scheduled on Monday to receive public input on Comcast's franchise renewal in Potomac. Unfortunately, I am unable to attend the public hearing in person but I would like my personal experience with Comcast to be considered .

I have an apartment at 5450 Whitley Park Terrance, Suite 606, in Bethesda, MD 20814 with cable service provided by Comcast. In the past 10 years I have spent the majority of my time in New York but retain a residence in Bethesda. I use the apartment intermittently but I pay my monthly cable bill promptly so that I can have confidence that when I am using the apartment in Bethesda I will have access to cable services.

In the past year and half alone, I have been obliged to have 6 service calls from Comcast. Each time it is a different problem and each time supposedly the problem has been resolved. However upon my next visit I find myself without access to cable services. Not only do I have continuing problems with access but I find the scheduling people to be at best incompetent and possibly even dishonest. I have noticed several postings on the Web which indicate that I am clearly not the only person with this problem. This inconsistency of service, calls into question Comcast's competency and should be a strong consideration for not renewing their license. It appears to me that since they have a monopolistic position, they make little effort to deliver on their commitments. Why should they, if they are not being held accountable?

I have requested a refund for my missed service in the last year and half, but Comcast has offered me a mere \$60.00. Since I have paid \$1350 over the past 18 months for little or no service, does \$60.00 seem to be an adequate reimbursement? I think a much more significant percentage would be appropriate, for example \$650 given the circumstance. If Comcast was financially punished either through fines or stronger refund policy perhaps they would get the message.

Who holds Comcast accountable? What recourse do I have, save for writing you this email asking you to deny a renewal of their license? As a Comcast regulator, you should invoke penalties for the type of behavior indicated in this email or reject the renewal of their franchise license. If you do not hold them accountable who will?

Thank you for any help you can give me in this matter. If there is any other information that you need, please feel free to contact me.

Yours truly,

Susan Brownstone
212 729 7073

Williams, Marjorie

From: Kathy Anderson <kja2007@gmail.com>
Sent: Monday, August 03, 2015 10:58 PM
To: Williams, Marjorie
Subject: Comcast Cable Television Franchise Renewal

DTS-Cable Office,
100 Maryland Ave.,
Suite #250, Rockville, MD
20850

Re: Monday, August 3rd Public Hearing- Comcast Cable Television Franchise Renewal

We reviewed the renewal application from Comcast of Potomac, LLC. We live in an area where there is currently no land line based broadband internet availability. Therefore the addition of Section 3.2.3 whereby communities that do not meet the "Density Requirement" of section 3.2.2 can obtain internet connection from Comcast through a cost sharing plan is very welcome addition.

There are a number of residents in our general area that will want to take advantage of Section 3.2.3. I would recommend however, that groups that are willing to make this investment should be given to opportunity review the construction plans to ensure the service will be of suitable quality and data rate. Also, if the use of the network infrastructure that is designed for the community of investors is significantly expanded in the future, either through new connections to existing houses or due to the building of new communities along the network, then logically there should be a recalculation of the users per mile and some form of reimbursement.

The lack of good internet connectivity creates a disadvantage for students, and interferes with adults ability to work effectively from home. We support the renewal of the Comcast contract because of the inclusion of Section 3.2.3, even if the suggestions above cannot be incorporated.

Regards,

David M. Anderson
Kathy J. Anderson
14420 Sugarland Ln.
Poolesville, MD

Williams, Marjorie

From: Dennis Kamber <dmkamber@gmail.com>
Sent: Monday, August 10, 2015 4:08 PM
To: Williams, Marjorie
Cc: weitzer@erols.com
Subject: Testimony - Comcast Cable Television Franchise Renewal

DTS-Cable Office, August 10, 2015
100 Maryland Ave.,
Suite #250, Rockville, MD
20850

Marjorie.williams@montgomerycountymd.gov.

Re: Testimony - Comcast Cable Television Franchise Renewal

We examined the renewal application from Comcast of Potomac, LLC to provide cable service to Montgomery County. We strongly suggest that the cable franchise provider be required to extend service into the Agricultural Reserve area. At present, there is little or no cable/internet service within these boundaries approximating about one-third of the land area of Montgomery County.

The only viable internet option for homes in the Agricultural Reserve area is through satellite service providers. When compared to broadband cable, satellite is much slower; less reliable due to weather conditions; more expensive; and dependent on an unobstructed view to the transmitting satellite. Additionally, Federal regulations have established that satellite providers establish a "fair access policy". The reason that fair access policies are required is because each internet service provider has a limited amount of bandwidth to provide to its entire customer base. The policies provide assurance that all the provider's customers have the same availability of access. Once the allocation is used, the customer must pay a supplemental fee to restore service.

There are many home businesses in the Agricultural Reserve area that depend on reliable sustained internet access. Satellite does not offer the same benefits as cable service and puts them at a competitive disadvantage. The same applies to students at all levels who depend on internet for obtaining lessons and submitting assignments. Homes in the Agricultural Reserve are less desirable to potential buyers who require broadband cable internet. We know of several instances where purchase offers were not submitted due to this situation. Statistics have shown that home values increase by an average of one and a half percent when cable broadband is installed.

We have been working with the County Department of Technology Services-Office of Cable & Broadband Services, in order to identify a trial broadband service area in the Agricultural Reserve. We have made progress and are optimistic that we can achieve some level of success. As stated previously, we encourage the County to require Comcast of Potomac, LLC to extend service into the Agricultural Reserve area.

Sincerely,

Dennis Kamber
14430 Sugarland Land
Poolesville, MD 20837

David Weitzer
14705 Sugarland Road
Poolesville, MD 20837