

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2020 Legislative Session

Bill No. CB-17-2020

Chapter No. 19

Proposed and Presented by The Council Chair (by request – County Executive)

Introduced by Council Members Turner, Hawkins, Davis, Harrison, Dernoga Franklin

and Glaros

Date of Introduction June 16, 2020

BILL

1 AN ACT concerning

2 Television and Radio Equipment Repair

3 For the purpose of repealing provisions of the County Code pertaining to the Television and
4 Radio Equipment repair license requirements.

5 BY repealing:

6 SUBTITLE 24A. TELEVISION AND RADIO
7 EQUIPMENT REPAIR. Sections 24A-101, 24A-102,
8 24A-103, 24A-104, 24A-105, 24A-106, 24A-107,
9 24A-108, 24A-109, 24A-110, 24A-111, 24A-112,
10 and 24A-113.

11 The Prince George's County Code
12 (2019 Edition).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
14 Maryland, that Subtitle 24A, Sections 24A-101 through 24A-113 of the Prince George's County
15 Code be and the same are hereby repealed:

16 **[SUBTITLE 24A. TELEVISION AND RADIO EQUIPMENT**
17 **REPAIR] RESERVED.**

18 **Sec. 24A-101. [Definitions] Reserved.**

19 [(a) For purposes of this Subtitle, the following words and phrases shall have the meanings
20 respectively ascribed to them by this Section, except where the context otherwise requires:]

21 [(1) **Director** means the Director of Permitting, Inspections, and Enforcement or the

1 Director's duly authorized representative.]

2 [(2) **Person** means any individual, firm, association, partnership, joint stock
3 association, trust or corporation.]

4 [(3) **Television and Radio Equipment** means any device, apparatus or instrument,
5 and any component part thereof, used or intended for use in or around a private home for the
6 purpose of the transmission, reception of amplification of sounds, pictures or images by means of
7 electrical impulses; and such devices shall include, but not be limited to, televisions, radios,
8 amplifiers, preamplifiers, phonographs, tape recorders, and tape players.]

9 [(4) **Television and Radio Equipment Repair Facility** means any business entity
10 operated for financial profit which engages in the business of installing, servicing, diagnosing,
11 rebuilding, reconditioning, or inspecting television and radio equipment.]

12 [(5) **Television and Radio Equipment Repair Technician** means an employee of a
13 television and radio equipment repair facility who, for salary or wages, installs, services,
14 diagnoses, rebuilds, reconditions, or inspects television and radio equipment.]

15 **Sec. 24A-102. [Television and radio equipment repair facility; license requirement]**

16 **Reserved.**

17 [Within one hundred and twenty (120) calendar days after the effective date of this
18 Subtitle, it shall be unlawful for any person in Prince George's County, Maryland, to operate or
19 to cause to be operated a television and radio equipment repair facility without having first
20 obtained a license from the Director.]

21 **Sec. 24A103. – [Application; information required; signature required; fee.] Reserved.**

22 [(a) Application for a television and radio equipment repair facility license shall be made
23 upon a form prescribed by the Director.

24 [(b) In addition to such other information as the Director may reasonably deem necessary
25 for purposes of the implementation, administration, and enforcement of this Subtitle, the
26 application shall state the following:]

27 [(1) The name of the applicant and, if the applicant is a partnership, the name and
28 address of each partner; or, if the applicant is a corporation, the names and addresses of the
29 principal officers of the corporation and the state in which incorporated, and the name and
30 address of the authorized designated representative for the State of Maryland and the state in
31 which incorporated;]

1 [(2) The addresses and telephone numbers of all places in the County where the
2 business of the applicant is to be conducted;]

3 [(3) The number of television and radio equipment repair technicians, as defined in
4 this Subtitle, employed by the applicant at each facility on a full-time, part-time, or intermittent
5 basis;]

6 [(4) An identification of the particular areas of television and radio equipment repair
7 work in which the applicant will engage in business; and,]

8 [(5) An identification of the particular areas of television and radio equipment repair
9 work in which each of the applicant's television and radio equipment repair technicians possess
10 technical competence and the number of television and radio equipment repair technicians
11 employed in each area.]

12 [(c) Every application shall be signed and certified that the information given thereon is
13 true and correct. The signature shall be that of the applicant if the applicant is an individual; or if
14 the applicant is a partnership or corporation, the signature shall be that of an officer or partner or
15 designated agent thereof.]

16 [(d) Every application shall be accompanied by the fee required by this Subtitle.]

17 **Sec. 24A-104. – [Bond required] Reserved.**

18 [(a) As a condition precedent to the issuance of a license every person required to be
19 licensed under this Subtitle as an operator of a television and radio equipment repair facility shall
20 deliver to the Director a receipt for cash bond received from the County Director of Finance or a
21 corporate bond executed by a surety company qualified to do business in the state of Maryland in
22 the amount of Two Thousand Dollars (\$2,000.00).]

23 [(b) The cash or corporate bond shall run to the County and shall be conditioned that the
24 licensee shall pay any judgement rendered against him by any court of competent jurisdiction as
25 a result of services rendered or materials supplied in connection with the operation of the
26 licensee's television and radio equipment repair facilities as required to be licensed under the
27 provisions of this Subtitle.]

28 [(c) Any person who has been awarded a final judgement from any court of competent
29 jurisdiction as a result of services rendered or materials supplied by a person required to be
30 licensed under this Subtitle shall have a right of action against such bond for the recovery of
31 money, or damages, or both, in any court of competent jurisdiction. In the event that the

1 judgement is not satisfied after the judgement holder has made reasonable efforts to execute on
 2 the judgement, the County, on behalf of the judgement holder, may make demand on the surety
 3 company for the maximum amount of the bond or the amount of the judgement obtained plus
 4 interest and costs, whichever is less.]

5 [(d) Cash bonds shall be deposited with the County Director of Finance and he shall issue
 6 duplicate receipts therefore. Such cash bonds shall be maintained by the County Director of
 7 Finance in a special, interest-bearing account for three (3) years after the date of the expiration of
 8 the license or the date of the expiration of any renewal period for which such bond was deposited
 9 by the licensee. If the County Director of Finance is notified in writing that a suit has been filed
 10 against any such licensee as a result of which a judgement may be payable out of such cash
 11 bond, the County Director of Finance shall retain such cash bond until such time as such suit has
 12 been reduced to judgement and the period for filing an appeal from such judgement has expired
 13 or the judgement debtor has waived in writing his right to take an appeal or until such time as
 14 such suit has been otherwise disposed of.]

15 [(e) Every person required to be licensed under this Subtitle who has deposited a cash bond
 16 with the County Director of Finance shall be entitled to a return of reasonable interest earned on
 17 such cash bond by the County in an amount not to exceed four percent (4%) simple interest per
 18 annum.]

19 [(f) The failure of any person licensed under the provisions of this Subtitle to maintain at
 20 all times the cash or corporate bond in the amount required by this Section shall constitute
 21 grounds for the revocation of such person's license by the Director in accordance with the
 22 procedures set forth in Section 24A-109 of this Subtitle. In the case of both cash and corporate
 23 bonds, a total amount of not less than Two Thousand Dollars (\$2,000.00) for the aggregate of all
 24 claims shall be sufficient to satisfy the bonding requirements of this section.]

25 **Sec. 24A-105. – [Issuance; term; renewal; change in application information; amount of**
 26 **fee; duplicates; nontransferable] Reserved.**

27 [(a) The Director, upon receipt of a completed application accompanied by the proper fee
 28 and delivery by the applicant of the required by Section 24A-104 of this Subtitle, and if satisfied
 29 that the applicant, as far as he is able to ascertain, is in compliance with the provisions of this
 30 Subtitle, shall issue to the applicant a license certificate which entitles the licensee to operate or
 31 cause to be operated television and radio equipment repair facilities in the County.]

1 [(b) Unless sooner suspended or revoked, the license shall expire one (1) calendar year
2 from the date of issuance and may be renewed upon application and payment of the fee and
3 maintenance of the bond required by this Subtitle.]

4 [(c) If, during the period for which the license is issued, there is any change in the factual
5 information furnished to the Director by the licensee under Section 24A-103(b)(1), (2), or (4) of
6 this Subtitle, the change shall be fully, truly, and promptly communicated by the licensee to the
7 Director in writing, upon forms provided by the Director for that purpose.]

8 [(d) Every licensee shall pay an annual license fee as prescribed in the Table of Fees. A
9 separate fee shall be paid for each business location of the licensee in the County.]

10 [(e) If a license certificate is lost, mutilated or becomes illegible, the Director may issue a
11 duplicate license certificate upon application and payment of a fee in the amount prescribed in
12 the Table of Fees.]

13 [(f) No license certificate issued under this Section shall be transferred or assigned to any
14 person other than the person to whom it was issued.]

15 [(g) Notwithstanding any other provision of this Subtitle, the Director may, in his
16 discretion, establish a systematic method for administering the renewal of licenses under this
17 Subtitle, including, but not limited to, establishing staggered renewal dates for existing licenses
18 and prorating license fees based on such renewal dates. In no event shall the Director:]

19 [(1) Restrict the right of a licensee, under any initial license issued in accordance with
20 the provisions of this Subtitle, to an initial term of less than one (1) year from the date of
21 issuance;]

22 [(2) Issue any initial license for a period to exceed eighteen (18) calendar months; and

23 (3) Renew any license for a period of less than seven (7) calendar months, or for a
24 period of more than eighteen (18) calendar months.]

25 **Sec. 24A-106. – [Display; giving license number upon request] Reserved.**

26 [Persons to whom television and radio equipment repair facility licenses have been issued
27 shall display copies of the license in a prominent and conspicuous place at each business location
28 in the County; and, upon request, shall give the number of the license to any person who shall
29 request the same.]

30 **Sec. 24A-107. – [Information required on invoice; written estimates; return of replaced
31 parts.] Reserved.**

1 [(a) Every person to whom a television and radio equipment repair facility license has been
 2 issued shall record all work performed on television and radio equipment, including warranty
 3 work, on an invoice and shall describe all service work done, the date or dates such service work
 4 was performed, parts supplied, and the respective prices charged thereon. If available, the make,
 5 model, and serial number of the television and radio equipment shall be clearly stated on such
 6 invoice. If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state
 7 that fact. If a part of a component system is composed of new or used, rebuilt, or reconditioned
 8 parts, such invoice shall clearly state that fact. If any parts, labor and/or workmanship supplied
 9 by the licensee are covered by warranties or guarantees, the licensee shall attach the warranty or
 10 guarantee statements, if any, to the customer's invoice or otherwise clearly note or record the
 11 terms and conditions of the warranties or guarantees on the customer's invoice. One copy of the
 12 invoice shall be given to the customer and one copy shall be retained by the television and radio
 13 equipment repair facility licensee for at least one (1) year from the date of the transaction or for
 14 the length of any warranties or guarantees associated therewith, whichever is longer.]

15 [(b) The television and radio equipment repair facility licensee shall give to the customer,
 16 upon request, a written estimated price for labor and parts necessary for a specific job on
 17 television and radio equipment and shall not charge for work done or parts supplied which are in
 18 excess of the estimated price by more than ten percent (10%) without receiving the prior written
 19 or oral consent of the customer. The television and radio equipment repair facility licensee may
 20 charge a reasonable fee for making the estimate, which fee shall be stated in writing to the
 21 customer prior thereto.]

22 [(c) Upon the written request of the customer prior to the repair, the television and radio
 23 equipment repair facility licensee shall retain all replaced parts from any repaired television and
 24 radio equipment for inspection by the customer at the time said equipment is delivered to the
 25 customer. The customer shall also be entitled to retain any replaced parts, except parts required
 26 to be returned to the manufacturer or distributor under a warranty or guarantee agreement. The
 27 foregoing provisions shall not apply to replaced parts which the licensee is required to deliver to
 28 the manufacturer or distributor in exchange for new, used, rebuilt or reconditioned parts.]

29 **Sec. 24A-108. – [Inspections of facilities] Reserved.**

30 [The Director is hereby authorized to conduct inspections of electrical equipment repair
 31 facilities licensed under this Subtitle during such facilities' regular business hours in order to

1 determine compliance with the provisions of this Subtitle.]

2 **Sec. 24A-109. – [Denial, suspension, or revocation of licenses] Reserved.**

3 [(a) The Director is hereby authorized to deny, suspend or revoke any license issued under
4 this Subtitle if the Director finds that:]

5 [(1) The licensee, or any agent or employee of the licensee, has willfully and
6 deliberately engaged in a course of conduct which is in violation of any provision of this
7 Subtitle;]

8 [(2) The licensee, or any agent or employee of the licensee, has repeatedly
9 demonstrated a disregard for compliance with any provision or provisions of this Subtitle;]

10 [(3) A court of competent jurisdiction has made a final determination against an
11 applicant for a license or a licensee of guilt of criminal activity during the preceding three (3)
12 years directly related to the operation of a television and radio equipment repair facility;]

13 [(4) An applicant for a license or a licensee has been denied a license for television
14 and radio equipment repairs or had such a license suspended or revoked by another jurisdiction
15 which regulates television and radio equipment repairs; or,]

16 [(5) The licensee has willfully and deliberately engaged in a course of conduct which
17 is in violation of any provision of the Consumer Protection Ordinance or the consumer protection
18 laws of the State or has repeatedly demonstrated a disregard for compliance with any provision
19 or provisions of the Consumer Protection Ordinance or the consumer protection laws of the
20 State.]

21 [(b) No license shall be denied, suspended or revoked hereunder without the Director first
22 affording the licensee an opportunity for a hearing thereon. At least fifteen (15) calendar days
23 prior to the date set for the hearing, the Director shall notify all parties to the proceedings in
24 writing of the date, time, and place set for the hearing and the charge made, and afford all parties
25 the opportunity to be heard in person and by counsel in reference thereto. The written notice
26 shall be served by delivery of the notice to all parties by registered or certified mail. Within ten
27 (10) working days following the hearing, the Director shall render a decision and the reasons
28 therefor in writing and shall forward a copy of the same to all parties by certified or registered
29 mail.]

30 [(c) The Director may deny, suspend, or revoke any license issued under this Subtitle
31 for a period of time determined by the Director to be just and reasonable in relation to the

1 severity of the violations found to exist under [Section 24A-109](#)(a)(1), (2), (3), (4), or (5) of this
 2 Subtitle. The Director may suspend or revoke a license issued under this Subtitle with respect to
 3 one or more of the licensee's places of business. However, if a license has been denied or
 4 revoked, the applicant shall not be eligible to apply for another license for a period of six (6)
 5 months after the date on which the Director rendered a denial or revocation decision.]

6 **Sec. 24A-110. – [Appeals] Reserved.**

7 [Any party aggrieved by a decision of the Director with respect to the denial, suspension, or
 8 revocation of a license shall have the right to appeal any such decision to the Board of Appeals
 9 for Prince George's County, Maryland, within ten (10) calendar days after receipt of a denial,
 10 suspension, or revocation decision rendered by the Director. Appeals to the Board of Appeals
 11 from denial, suspension or revocation decisions of the Director shall be on the record of the
 12 hearing before the Director.]

13 **Sec. 24A-111. – [Exemptions] Reserved.**

14 [Any person who engages solely in the business of repairing television and radio equipment
 15 of a single commercial, industrial, or governmental entity, or two or more entities related by
 16 common ownership or corporate affiliation, shall be exempt from the provisions of this Subtitle.]

17 **Sec. 24A-112. – [Enforcement] Reserved.**

18 [The Director is hereby authorized to enforce any provision of this Subtitle by requesting
 19 the County Office of Law to file a bill of complaint, a petition for injunctive relief, or other legal
 20 relief in a court of competent jurisdiction.]

21 **Sec. 24A-113 – [Penalty] Reserved.**

22 [Any person required to be licensed under this Subtitle who acts in the capacity of an
 23 operator of a television and radio equipment repair facility without first having obtained a
 24 license, or continues to act after a license has been denied, suspended, or revoked, shall be
 25 deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding
 26 One Thousand Dollars (\$1,000.00) or incarceration up to six (6) months in jail, or both such fine
 27 and imprisonment.]

28 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby
 29 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
 30 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
 31 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining

1 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this
2 Act, since the same would have been enacted without the incorporation in this Act of any such
3 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,
4 or section.

5 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
6 calendar days after it becomes law.

Adopted this 14th day of July, 2020.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Todd M. Turner
Council Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
County Executive

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.
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