

EXETER CABLE TELEVISION

ORDINANCE NO. 33

ORDINANCE GRANTING A PERMIT TO COMMUNICATIONS AND CABLEVISION, INC., ITS SUCCESSORS AND ASSIGNS, TO OWN, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWNSHIP OF EXETER, MONROE COUNTY, MICHIGAN.

THE TOWNSHIP OF EXETER ORDAINS:

This Ordinance shall be known and may be cited as the "Exeter Cable Television Ordinance."

SECTION 1: Grant of Authority. The Township of Exeter ("the Township"), Monroe County, Michigan hereby grants to COMMUNICATIONS AND CABLEVISION, INC., a Michigan corporation, hereinafter referred to as "Grantee," and to its successors and assigns, a non-exclusive permit, right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under all streets, alleys, public ways and public places and subsequent additions thereto in the Township, poles, wires, cables, underground conduits, manholes, and all other facilities necessary for the maintenance and operation of a cable television system for the purpose of distributing television and radio programs and various communications and other electronic services to the public. The right granted includes the right to use and occupy the streets, alleys,

THE TOWNSHIP OF EXETER ORDAINS:

1. Section 6 of Ordinance No. 33 of the Ordinances of the Township of Exeter is proposed to be amended as follows for publication and subsequent final adoption:

"Section 6: Term. The term of the Permit granted Communications and Cablevision, Inc., originally fifteen (15) years from date of passage of the Ordinance, (i.e., through and including June 26, 1997) shall be extended for an additional 15 years from the date of passage, (i.e., through and including June 26, 2012)."

2. Section 10 of Ordinance No. 33 of the Ordinances of the Township of Exeter is proposed to be amended as follows for publication and subsequent final adoption:

"Section 10: Fees. (3) Fee Reduction. Township may elect to temporarily reduce the amount of the franchise fee to a lesser amount or no percentage. If Township so elects, it shall give Grantee at least 60 days written notice of same, and thereafter Grantee shall pass through to subscribers the amount of any decrease in the franchise fee pursuant to Section 622 (e) of the Cable Act. Township may revoke the election upon similar notice."

3. These Amendments to Ordinance No. 33 are proposed to be effective immediately upon adoption.

ADOPTED:

YEAS: John Bruck, Leonard Kernyo, Thomas Boggs, Nancy Krzyske

NAYS: none

STATE OF MICHIGAN)

COUNTY OF MONROE)

I, the undersigned, the duly qualified and acting Township Clerk for the Township of Exeter, Monroe County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of the Township of Exeter at a meeting held on the 18th day of April, 1995.

Nancy J. Krzyske
Nancy J. Krzyske, Clerk

public ways and public places and subsequent additions thereto and all manner of easements for the purposes herein set forth.

SECTION 2: Conditions of Occupancy. (1) Grantee may enter into one or more contracts with any electric utility, telephone company or the owner or lessee of any poles, posts or conduits located within the Township to whatever extent such contract or contracts may be expedient and of advantage to Grantee in furnishing the services covered by this Permit to its subscribers.

(2) All construction and maintenance of the cable television system shall be in accordance with the National Electrical Safety Code of the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters and other applicable laws of the United States, State of Michigan and the Township of Exeter.

(3) Grantee shall, at the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its aerial facilities to permit the moving of a building. The expense of such temporary raising or lowering of aerial facilities shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given at least two (2) regular business days notice to arrange for the necessary adjustment of its aerial facilities.

(4) Poles and towers shall be erected so as not to interfere with traffic over the streets and alleys and the location of all poles,

towers or other obstructions in the public right of way or on public lands shall be fixed with the prior written approval of the Township, giving consideration to the reasonable use of such streets and alleys. The location shall not be a vested interest and such poles, towers or other obstructions shall be relocated by Grantee whenever they restrict or obstruct the use or location of said streets and alleys.

(5) All streets and sidewalks and all public and private property disturbed or damaged in the construction or maintenance of the cable television system shall be promptly repaired by Grantee at his expense and to the satisfaction of Township.

SECTION 3: Liability, Indemnification and Insurance. Grantee shall exercise precaution to avoid damage to public and private property and members of the public in the construction, installation, operation and maintenance of the cable television system authorized herein.

(2) Grantee hereby assumes all responsibility for any and all damage to public and/or private property caused by the fault or negligence of Grantee or its agents in the construction, installation, operation or maintenance of the cable television.

(3) Grantee shall indemnify, protect, defend and save harmless the Township from and against any and all claims, demands and damages to the public and/or private property and injury or death to persons, including, but not limited to, payments under any Worker's Compensation Law or under any plan for employee's disability and death

benefits, which may arise out of or be caused by any of Grantee's activities under this Permit. Grantee shall carry insurance to protect the Township from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities, including attorneys fees, of every name and nature which may arise or result directly or indirectly from or by reason of Grantee's activities under this Permit, including such insurance as will protect it from all claims under any Worker's Compensation Laws in effect that may be applicable to it. All insurance required shall cover Grantee and Township as their respective interests may appear and shall remain in force the entire life of the permit. Such insurance policy or policies shall include an endorsement that the insurer will not cancel or change the policy of insurance issued to Grantee except after (30) days written notice given to the Township by registered mail. Notwithstanding the above, this Section shall not apply to acts of the Township, its agents or employees.

(4) Until changed by the Township Board, the Grantee shall carry public liability and bodily injury insurance of at least (\$500,000) for injury to one person, (\$1,000,000) for each occurrence and (\$500,000) property damage insurance; provided however that Grantee may self-insure the first (\$100,000) of such amounts.

(5) No later than January 15 of each year, Grantee shall submit to the Township Board certificates of insurance showing the coverage required herein and certifying that the insurance policy or policies contain an endorsement that the insurer will not change or cancel

such policy or policies of insurance except after (30) days written notice given to the Township by registered mail. At the next regular meeting following the receipt of these certificates, the Township Board shall review these certificates and may by motion increase or decrease the amount of insurance coverage required under paragraph 4 hereof.

SECTION 4: Subscriber Rates and Charges. The rates and charges for service hereunder shall be fair and reasonable and designed to meet all costs of service, including a fair and adequate rate of return on Grantee's investment to provide service hereunder. Grantee's initial rates for regular subscriber service are shown in Appendix A attached hereto.

Nothing herein shall prohibit Grantee from charging less than the rates and charges as set forth herein or as they may be changed in the future.

SECTION 5: Free Connection and Service. Upon request, Grantee shall furnish free of charge, outside connections and service to a single distribution point at each hospital, public and parochial school and Township government building located within the Township when other connections are being made within the particular area of any such hospital, school or Township building; provided, however, all inside wiring and work shall be done at the expense of the hospital, school, or Township government, as the case may be, and provided

that a service cable has previously been installed in reasonable proximity to such hospital, school, or Township building.

SECTION 6: Term. The initial term of the Permit granted COMMUNICATIONS AND CABLEVISION, INC. herein shall be fifteen (15) years from the effective date of this Ordinance, and upon Grantee's request may be extended for a successive fifteen (15) year term. Grantee shall give written notice of intent to extend the Permit to the Township, not later than ninety (90) days prior to the end of the initial term. If the Township fails to respond upon expiration of the ninety (90) days, the Permit shall be considered extended for a successive fifteen (15) year term. The Township shall extend this Permit provided Grantee has substantially complied with the provisions herein.

SECTION 7: Service Area. Service shall be provided to those portions of the Township where Grantee determines service will be cost effective.

SECTION 8: Special Service. In special cases, such as a requirement for special construction, a distance of more than one hundred and fifty (150) feet from distribution cable to connection of service to subscribers, or a request for service in an area of the Township where Grantee has determined that service is not cost effective, in order that existing subscribers shall not be unfairly burdened, service may be made available on the basis of payment of an instal-

lation or connection charge by the prospective subscriber(s) equal to Grantee's cost of materials, labor and easements.

SECTION 9: Approval of Transfer. Grantee shall not sell or transfer the rights granted under this Permit without approval by the Township, which approval shall not be unreasonably withheld. Grantee shall give the Township written notice not less than ninety (90) days before such sale or transfer. Failure of the Township to act within sixty (60) days from receipt of the notice will constitute approval; provided that no sale or transfer shall be effective until the purchaser or transferee has filed with the appropriate office of the Township an instrument duly executed, reciting the fact of sale or transfer, accepting the terms of this Ordinance and agreeing to perform all conditions hereof. Notwithstanding the above, the rights granted under this Permit may be sold or transferred without Township approval to any person, partnership, corporation or other entity in which Grantee or its principal stockholder(s) has a majority or controlling interest. Township approval shall not be required for collateral assignment of the rights granted under this Permit for financing purposes.

SECTION 10: Fees. (1) Grantee shall on January 15 of each year of operation under this Permit pay to the Township three (3) percent of its annual gross subscriber receipts taken and received by Grantee for cable television service rendered to subscribers located within the Township, which fee for the year 1984 and thereafter shall in no event be less than \$500.00. In addition, on January 15, 1985 and

each January 15 thereafter, Grantee shall pay \$500.00 which shall be credited toward the permit fee for the next 12 months. At the time of this annual payment, Grantee shall furnish the Township a report showing Grantee's annual gross subscriber receipts during the preceding year and such other information as the Township may reasonably request with respect to properties and expenses related to Grantee's services within the Township during such period.

(2) "Annual gross subscriber receipts" shall mean all compensation taken and received by Grantee for supplying regular subscriber service, that is, monthly service sold to all of Grantee's subscribers under this Permit, but shall not include other revenues derived from its cable television system, including but not limited to, per-program, or per-channel charges; leased channel revenues; advertising revenues; installation; connection or relocation charges. Annual gross subscriber receipts shall not include taxes on services furnished by Grantee which are or may be imposed upon any subscriber by any City, State or other government unit and collected by Grantee for such government unit.

SECTION 11: Prohibited Practices - Discrimination. Grantee shall not unjustly discriminate among its subscribers under this Permit in its services or rates. Provided, however, Grantee may provide free connection and service to hospitals, public and parochial schools, and Township government buildings. Nothing herein shall be deemed to prohibit promotional offerings or a graduated scale of rates and

charges or classified rates and charge schedules to which any customer coming within such classification shall be entitled.

SECTION 12: Complaints. Grantee shall maintain a business office or toll-free telephone listing in the Township for the purpose of receiving inquiries and complaints from its subscribers and other residents of the Township. Grantee shall investigate all complaints promptly and shall in good faith attempt to resolve them promptly and equitably.

SECTION 13: Revocation. This Permit may be revoked upon thirty (30) days written notice if Grantee violates any of the terms or conditions specified herein. Provided, however, the Township must first furnish Grantee in writing the reasons for revocation and grant it a reasonable time to correct such violations prior to any revocation of this Permit. Provided, further, Grantee shall have the right to a public hearing prior to revocation of this Permit.

SECTION 14: Removal of Equipment. Upon termination of this Permit by the Township Board, Grantee shall either transfer its equipment and facilities located in public places in the Township to a purchaser which has been approved by the Township or remove its equipment and facilities from public places, except that equipment and facilities which the Township may permit Grantee to abandon in place.

Grantee agrees to execute and deliver to the Township a good and sufficient bond, with corporate surety, in a sum to be agreed upon

by the parties, conditioned upon Grantee's obligation to remove all equipment and facilities owned by it from public places located in the Township upon termination of this Permit.

SECTION 15: Quality of Service. Grantee's receiving equipment and distribution lines and related electronic components, insofar as technically possible, shall be installed and maintained so as to provide pictures at subscribers' receivers throughout the system essentially of the same visual quality as those received at Grantee's antenna site. Installation and maintenance of equipment shall be such that standard NTSC color signals shall be transmitted with reasonable fidelity to any subscriber color receiver. Grantee's service shall meet all technical standards set forth by the Federal Communications Commission.

SECTION 16: Separability. If any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 17: Captions. The captions or headings used herein are for purposes of convenience only and shall not be construed to modify, amend or alter the provisions to which they refer.

SECTION 18: Effective Date. This Ordinance shall take effect thirty (30) days after publication and final passage.

EXETER TOWNSHIP BOARD
Exeter Township
Monroe County Michigan

By *Dorothy A. Evanski*
Dorothy Evanski, Clerk

Attested:

Herman Wickenheiser
Herman Wickenheiser, Supervisor

I, Dorothy Evanski, Clerk of the Township of Exeter do hereby certify that the foregoing Ordinance was passed at a regular meeting of the Exeter Township Board held on May 18, 1983.

INITIAL RATES FOR REGULAR SUBSCRIBER CATV SERVICEEXETER TOWNSHIP

<u>TYPE</u>	<u>MONTHLY CHARGE</u>
Single residential	\$9.95
Additional active outlets, each	1.50
FM service in addition to basic TV, each	1.50
FM service only	9.95
Apartment house, single billing fixed charge for all units	9.95 basic charge plus 7.00 per each additional unit outlet
Motels, single billing, fixed charge for all units	9.95 basic charge plus 3.00 per additional unit outlet, each
Schools, hospitals, township government buildings	NO CHARGE
Authorized TV dealerships, single outlet	NO CHARGE

INSTALLATION CHARGES

<u>TYPE</u>	<u>ONE-TIME CHARGE</u>
Single residential outlet	\$19.95
Additional residential outlet	9.95
Move outlet	7.50
Reconnection charge	7.50
FM outlet	9.95
Apartment house, residential basis, first outlet	19.95
additional outlets, each	9.95
Motels, residential basis, first outlet	19.95
additional outlets, each	9.95
Schools, hospitals, township government buildings (if additional outlets or special wiring is required, such shall be supplied at cost)	NO CHARGE for single drop
Authorized TV dealerships	Billed at cost

Proof of Publication

STATE OF MICHIGAN)
) SS:
COUNTY OF MONROE)

Joan Stoner, being first duly sworn, deposes and says that he/she is the Business Mgr of the Monroe Evening News, a newspaper published in the English language for the dissemination of local or transmitted news and intelligence of a general character and legal news, which is a duly qualified newspaper, and which is circulated within the Township of Exeter, County of Monroe, State of Michigan, and that annexed hereto is a printed Ordinance taken from said newspaper, in which the same was published on June 28th, 1995.

Joan Stoner

Subscribed and sworn to before me this 28th day of June, 1995.

Janet L. Latondress
Notary Public, A Resident of
Monroe County, Michigan
My Commission Expires: Jan. 25, 1999
JANET L. LATONDRESS
Notary Public, Monroe County, Michigan
My Commission Expires January 25, 1999