

ORDINANCE NO. 22-86

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J.V. Stone ON THE 19th
DAY OF January, 1987.

AN ORDINANCE REPEALING CHAPTER 17 OF THE CENTERVILLE MUNICIPAL CODE AND ENACTING A NEW CHAPTER 17 GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

SECTION 1. Existing Chapter 17 of the Centerville Municipal Code is hereby repealed.

SECTION 2. Attached hereto and incorporated herein by reference is a cable television franchise which is hereby adopted in lieu of the Chapter 17 repealed in Section 1 hereof and same shall become the new Chapter 17 of the Centerville Municipal Code.

SECTION 3. The City Manager of the City of Centerville is hereby authorized and directed to execute any and all documents on behalf of the City of Centerville in order to effectuate the new cable television franchise.

SECTION 4. This Ordinance shall become effective upon the earliest date allowed by law.

PASSED this 19th day of January, 1987.

Shirley F. Deents
Mayor of the City of Centerville, Ohio

ATTEST:

Maile J. McLaughlin
Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 22-86, passed by the Council of the City of Centerville, Ohio, on the 19th day of January, 1986.

Maile J. McLaughlin
Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CABLE TELEVISION FRANCHISE

Article I. Definitions

Section 1. Access Channels

"Access Channels" means those Channels set aside for public, educational and government (PEG) access programming.

Section 2. Basic Subscriber Service

"Basic Subscriber Service" means any service tier which includes the retransmission of local television broadcast signals.

Section 3. Cable Television System or Systems

"Cable Television System" means a network of coaxial cables or other conductors, equipment, and appurtenances which is capable of receiving, transmitting, and originating sounds, pictures, writings, data, signals, and other intelligence.

Section 4. Channel

"Channel" means a signaling path of six (6) megahertz provided by a Cable Television System to relay Class I-IV Signals, as defined by the FCC.

Section 5. Council

"Council" means the Miami Valley Cable Council established pursuant to the Companion Ordinances referenced in Section 19.

Section 6. City

"City" means the City of _____, Ohio, a municipal corporation in and of the State of Ohio, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form, and its duly authorized officials acting on its behalf.

Section 7. FCC

"FCC" means the Federal Communications Commission or its successor.

Section 8. Good Cause

"Good Cause" shall represent that set of facts and circumstances which, in an individual case, a reasonable person would adjudge to be beyond the Company's reasonable control and which would therefore represent a justifiable excuse of performance. Depending on the facts and circumstances, Good Cause may include, but shall not be limited to, delays, or interruptions arising from necessary utility changes, rearrangements, power outages, the fulfillment of governmental or regulatory restrictions or requirements, national emergency, uncontrollable material shortages, fire, earthquake, or the elements and Acts of God.

Section 9. Company

"Company" means the recipient of the franchise granted hereunder, Continental Cablevision of Ohio, Inc., and its lawful successors or assigns.

Section 10. Gross Revenues

"Gross Revenues" means all revenues derived from the operation of the cable system.

Section 11. Normal Service Interval

"Normal Service Interval" shall mean the period between the time that the Company is notified by a Subscriber of a reception deficiency and the second close of business day following the receipt of such notice, provided that the Subscriber or his representative is available, during this period, at the premises to be serviced.

Section 12. Person

"Person" means person, firm, corporation, association, or any other legally recognized entity.

Section 13. Public Ways

"Public Ways" means the surface, the air space above the surface and the area below the surface of any public streets, sidewalks, other public rights of way or public places, and public utility easements.

Section 14. Subscriber

"Subscriber" means any person receiving for any purpose the Basic Subscriber Service of the Company's Cable Television System.

Section 19. (Continued)

responsibility and authority under said Parallel Ordinances to the Miami Valley Cable Council. Notwithstanding any other provisions herein, this Ordinance shall be contingent upon and shall become effective only upon the passage of Parallel and Companion Ordinances by a sufficient number of the above named municipalities to entitle the Company to serve a minimum of twenty-five thousand (25,000) occupied dwelling units.

Section 20. Purpose of Miami Valley Cable Council

The Miami Valley Cable Council shall foster cooperation among the municipal corporations granting television franchises to Continental Cablevision of Ohio, Inc., and shall administer all regulatory functions assigned to it herein on behalf of each municipal corporation. The Company shall, when proper notice is given, appear at all public hearings scheduled by the Council to review or evaluate the Company's activities or performance.

Section 21. Length of franchise

This extends the franchise ending on June 30, 1991, for an additional period of fifteen (15) years, ending June 30, 2006. This franchise is considered by the City and the Company to be an extension of the franchise ending June 30, 1991.

This extends the franchise for the Village of Springboro ending on August 19, 1997, for an additional period of nine (9) years, ending June 30, 2006. This Franchise is considered by the Village and the Company to be an extension of the Franchise ending August 19, 1997.

This extends the franchise for the City of Bellbrook ending on April 7, 2000, for an additional period of six (6) years, ending June 30, 2006. This franchise is considered by the City and the Company to be an extension of the Franchise ending April 7, 2000.

Section 22. Franchise territory

This franchise is for the present territorial limits of the City and any area annexed thereto during the term of this franchise.

Article III. Conditions of Occupancy of Public Ways

Section 23. Construction codes and standards

(a) Methods of construction, installation, and maintenance of the Company's Cable Television System shall comply with the National Electrical Safety Code, National Bureau of Standards Handbook 81

Section 15. User

"User" means any Person who utilizes the Company's Cable Television System for any purpose other than reception of Basic Subscriber Service, including but not limited to, the production and distribution of information on the governmental, educational, and public access channels, or the use under channel lease, or otherwise, of the Company's facilities to transmit or receive pay television, alarm, facsimile, data, or other communications services.

Article II. General Provisions

Section 16. Short Title

This chapter shall be known and may be cited as the "Cable Television Franchise Grant to Continental Cablevision of Ohio, Inc."

Section 17. Purpose

The purpose of this chapter is to grant a non-exclusive franchise to Continental Cablevision of Ohio, Inc., and to provide for the regulation and control of said Cable Television System in the City in the public interest. This franchise, upon approval by the City and the Company, constitutes a mutual agreement between said parties.

Section 18. Procedure for grant of franchise

Upon consideration of the Company's request to extend the franchise and after duly considering the Company's character, legal, financial, technical and other qualifications, the City does hereby grant an extension of a non-exclusive franchise to Continental Cablevision of Ohio, Inc. The City reserves the right to grant a similar franchise or use of said public ways to any person or group of persons at any time during the period of this franchise. The Company and the City agree that such extension does not change the grandfathered status of this franchise under the Cable Communications Policy Act of 1984, 47 USC, Section 521 et seq. The Company further agrees not to challenge such status or argue to the contrary before any court or regulatory agency of competent jurisdiction.

Section 19. Parallel and Companion Ordinances

This Ordinance is one of several substantially identical ordinances ("Parallel Ordinances") of Bellbrook, Centerville, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton, Ohio, who were recipients of the Company's application to provide regional cable television services. It is contemplated that the Cities enacting said Parallel Ordinances will also enact Ordinances ("Companion Ordinances") delegating regulatory

Section 25. (Continued)

(b) The City and the Council shall use their best efforts with pole owners to promote the joint use of poles so as to assure the broadest possible wiring of premises within the City. The Company shall not erect any new pole without first obtaining the City's written approval of the location, type, and specifications thereof.

(c) Notwithstanding any other provisions of this franchise, if, in any part of the City, satisfactory aerial or underground easement rights over private property cannot be obtained on reasonable terms, the Company shall have no obligation to build its System or provide service in said area.

(d) Any poles owned by the Company shall be available for use by the City at no charge and for lease to other parties at a reasonable fee, so long as such use complies with all applicable safety standards.

(e) All municipally-owned poles and conduits installed within the City shall be made available for attachment or use by the Company at just and reasonable rates which shall be equivalent to those paid to other utilities.

Section 26. Tree Trimming

The Company shall have the right hereunder to trim trees in and overhanging the public ways, in a workmanlike manner, so as to protect its facilities from abrasive contact. Notwithstanding the foregoing, the City, at its option, may, following written notice to the Company, undertake such trimming at the Company's expense.

Section 27. Relocation to accommodate public and private improvements

The Company shall, upon reasonable notice and without expense to the City, relocate its facilities to accommodate such public works or improvements as the City shall in its judgment designate. The Company shall, at the expense of any Person holding a building moving permit issued by the City, temporarily raise, lower, or remove its wires to permit the moving of said building. In such event, the Company shall be given no less than fourteen (14) days' advance written notice to arrange for such temporary wire changes. The Company's estimated charges for such work shall be payable not less than forty-eight (48) hours in advance.

Section 28. Right of inspection and restoration

The City shall have the right to supervise or inspect all work performed by the Company or its agents upon Public Ways to ensure compliance with this Article III. In the event such inspection reveals that the Company has failed, in the City's judgment, to fulfill its obligations under this Article, the City shall notify

Section 23. (Continued)

(Part 2), United States Department of Commerce, November 1, 1961, as amended, to the extent that such Code is consistent with local law affecting the construction, installation, and maintenance of electric supply and communication lines.

(b) Any tower constructed for use in the Company's Cable Television System shall comply with the standards, as amended, contained in Structural Standards for Steel Antenna Towers and Antenna Supporting Structures, EIA Standards RS-222-A, as published by the Engineering Department of the Electronic Industries Association, 2201 I Street, N.W., Washington, D.C. 20006.

(c) All methods of construction, installation, and maintenance of the Company's Cable Television System shall also comply with all applicable laws and rules of the State of Ohio and the City. The City reserves the right, from time to time, to issue, by duly adopted ordinance, such reasonable rules and regulations concerning the construction, operation, and maintenance of the System as are consistent with the provisions of this chapter and necessary to protect its residents' rights to the peaceful enjoyment of the Public Ways.

Section 24. Company to exercise reasonable care and diligence

In construction, installation, maintenance, removal, or repair of the facilities herein contemplated, the Company shall exercise reasonable care and diligence to avoid damage, injury, or nuisance to Persons or property and shall install and maintain its facilities in a workmanlike manner so as to minimize the public inconvenience and so as not to interfere with any facilities of the City. The Company shall comply with all existing City regulations pertaining to the use of the Public Ways and shall, at its own expense, carefully guard and protect all Public Ways entered and opened by it so as to prevent injury to Persons or damage to property while work therein is being performed. All such Public Ways shall be restored to their former condition by the Company as soon as is practicable after completion of work.

Section 25. Overhead and underground construction

(a) The Company shall be permitted to place its cables, wires, or other equipment overhead when local or state law permits overhead construction and other like facilities are overhead. The Company shall place its cables, wires or other equipment underground when local or state law require underground placement and where all other like facilities are underground.

Section 29. (Continued)

(f) At the time of rebuild, the Company shall submit a proposed system design pursuant to Section 34. Such system design shall be capable of providing an institutional service, but may propose alternative(s) to cable B for providing such service.

Section 30. Subscriber Services

(a) The Company will continue to offer the wide diversity of programming and information on its system as reflected in its services provided December 30, 1985. The Company reserves the right during the franchise term to add new services and to replace services and to otherwise modify its channel lineup, but it will maintain the mix, quality and level of service, and the broad categories of programming represented by its December 30, 1985, services. In addition, the company shall provide:

(b) Deleted

(c) Deleted

(d) An audio override capability for transmission of emergency messages and alerts;

(e) One governmental access channel, one educational access channel, and one public access channel on the distribution hub contemplated by this franchise;

(f) And as utilization requires, one governmental access channel, one educational access channel, and one public access channel to be used jointly under this and Parallel Ordinances;

(g) Deleted

(h) The Company shall have available such channels for commercial use and leased access as are required by law;

(i) Should the law permit, the Council shall have the right to promulgate such broad guidelines as it deems necessary to promote the widest diversity of programming services;

(j) The Council permits the Company to program any unused PEG access channels upon the following terms and conditions:

(i) That the Company program such unused PEG access channels with non-pay television programming services from the following categories: arts and culture; public affairs; educational and instructional; children's programming; and/or science and nature.

Section 28. (Continued)

the Council, and the Council shall in turn notify the Company, in writing, of its specific deficiencies. Absent commencement of corrective action by the Company within forty-eight (48) hours of receipt of said notification, the City, at the direction of the Council, may undertake the necessary repairs or restorations at the Company's sole expense.

Article IV. Services and Facilities

Section 29. System configuration

(a) The Company shall establish a Cable Television System serving the cities covered by this and Parallel Ordinances. Such system shall have the capability of interconnection with any other said system for the transmission of video and audio signals.

(b) The Company shall institute its Basic Subscriber Service on what shall be known as Cable A. On Cable A, the Company shall provide Subscribers with a converter by which means said Subscribers will be able to receive a minimum of thirty (30) channels. Said converter or other device will be designed to permit closed circuit and selective viewing through the deletion or addition of filters or tuning elements. Cable A shall also provide up to four (4) reverse transmission channels to feed local programming to the City's hub.

(c) The Company shall construct an institutional network on what shall be referred to as Cable B. Cable B shall be capable of delivering seventeen (17) channels in the forward direction and transmitting, in the reverse direction, eighteen (18) channels for video or non-video uses on either an open or closed circuit basis. Attachment A lists the institutions to which Cable B will initially be available. The Company shall provide the appropriate connectors and extend cable to an access point within each institution, but the Users of Cable B will provide their own terminal equipment.

(d) Assuming demand in excess of what can be reasonably accommodated on Cables A and/or B, the Company shall provide, at a time and upon terms to be mutually agreed upon by the Company and the Council, an additional Subscriber service cable to be designated Cable C and/or an additional institutional service cable to be designated Cable D.

(e) The Company will extend the institutional service to the Village of Springboro and to other communities served by the Company's integrated South of Dayton cable system which join the Council according to the engineering design in Attachment B on terms mutually agreeable to the Council and the Company.

Section 31. (Continued)

the Council shall be replaced by the Company, at a cost not to exceed \$16,667, on the second anniversary of the adoption of the Parallel Ordinances by all of the Cities. Upon the adoption of the Parallel Ordinances by all of the Cities, the Company shall provide a second van, at a cost not to exceed \$16,667, to the Council. Upon activation of the educational access channel, the Company will provide a third van, at a cost not to exceed \$16,667, to the Council. Each van, at the Company's expense, will thereafter be replaced with an equivalent van with necessary modifications after six (6) years of operation. Upon demonstrated need, the Company will provide one step van or equivalent vehicle per Attachment C in lieu of a standard van.

(d) After the educational access channel is activated, the Company will provide \$30,000 to the Council for the use in purchasing additional video production equipment for the participating public school districts. Such equipment shall be the property of the Council, but shall be dedicated to the production of educational access programming so long as a channel is dedicated to educational access.

(e) All PEG access equipment and cablecasting vans which are inoperable, obsolete or otherwise unusable and which have been declared surplus by the Council shall be returned to the Company.

Section 32. Technical assistance and other inducements of users of institutional network

The Company shall provide technical assistance to the Council to facilitate the maximum use of the institutional network on Cable B.

Section 33. Interconnection

(a) The City's system shall be interconnected with the system of other cities under Parallel Ordinances. Additionally, at the Council's request, the system shall be interconnected with affiliated systems in North Dayton, Huber Heights, Fairborn and Xenia, Ohio. At the Council's request, the system shall also be interconnected with the system in Dayton. The design of such interconnects shall be subject to the mutual approval of the Council and the Company.

(b) The Company shall use its best efforts to cooperate with any interconnection corporation, regional interconnection authority, state or federal regulatory agency which may be hereafter established for the purpose of regulating, facilitating, financing, or otherwise providing for the interconnection of Systems beyond the boundaries of the City.

Section 30. (Continued)

- (ii) That all local credits for these programming services include reference to both the Company and the Council and any fees for cablecasting these programming services be borne by the Company.
- (iii) Should the need arise for the PEG access channel capacity, that the Council may request the return of any PEG access channel for PEG access programming, provided, however, that the Council must give the Company, in writing, six (6) months prior notice.
- (iv) The Company shall provide six (6) months', when possible, prior written notice to Council in the event it ceases programming on a PEG access channel. Further, should the Company decide to remove any non-pay programming service, the Company will first make the channel available to the Council for PEG access use should there be a demonstrated need for such channel, limited to the number of PEG access channels being used by the Company.

Section 31. PEG access equipment and facility

(a) The Company is responsible for the normal repair and replacement of PEG access equipment the Company provides to the Council. The Company will comply with requests for replacement equipment by ordering such equipment within forty-five (45) days of receiving, in writing, such requests. Replacement equipment shall be equivalent to the equipment being replaced. If such equipment is obsolete or no longer practical, other equipment may be substituted by mutual agreement.

(b) In order to secure a suitable PEG access facility, the Company shall provide \$420,000 to the Council for the construction or purchase/renovation and the equipping of such a facility, with such funds to be paid upon receipt by the Company of invoices or statements for equipment and facility construction. The PEG access facility shall be designed and constructed/renovated to the Council's specifications, and the Company shall be responsible for awarding all contracts for construction/renovation and for paying all invoices, subject to approval by the Council. Until such time as a suitable PEG access facility is occupied, the Company shall pay no less than 66% of the monthly rental expense for the existing PEG access facility.

(c) The Company is responsible for all maintenance of mobile cablecasting vans provided to the Council for PEG access. The Council shall insure the vans and shall be responsible for the gasoline and oil to operate the vehicles. The van currently owned by

Section 34. (Continued)

(ii) Whether the system conforms to the generally accepted technological state of the art for systems of comparable size and will accommodate the future cable-related needs and interests of the community;

(iii) Whether the system has the ability to accommodate, both in channel capacity and in technological performance, the current programming service developments in the market;

(iv) Whether the rebuild/upgrade and the provision of such service would present a clear and convincingly unreasonable financial burden to either the Company and/or to the subscribers and any other matters relevant to the financial feasibility and practicality of rebuild/upgrade;

(e) As part of the review process, the Council may require the services of independent consultants to evaluate the condition of the system and any financial and other data pertinent to the rebuild/upgrade. Such consultants shall be mutually chosen by the Company and the Council, with the cost to be equally borne by the Company and the Council.

(f) If the Company and the Council are unable to agree on the need for and/or scope of the rebuild/upgrade of the cable television system serving the City, they may elect to submit the issue to binding arbitration pursuant to Section 78-A hereof.

Section 35. Line extensions for areas annexed after the date hereof.

(a) The Company shall provide Basic Subscriber Service to all dwelling units located within any annexed territories where the density is at least fifty (50) housing units per strand mile of System. The charges for such service shall be the same as those for the previously incorporated sections of the City, except that where the density is under fifty (50) housing units per strand mile or the proportion of aerial to underground cable in the annexed area is less than exists in the City prior to the date of said annexation, the Company shall, upon request and subject to the prior approval of the Council, establish a schedule of rates and charges whereby service will be offered to potential Subscribers in said annexed area.

(b) The Company shall have no obligation hereunder to provide service in any area if said area cannot, for technical reasons, be served from the Company's existing head-end(s).

Article VI. Rates and Franchise Fees

Section 36. Initial rates for Basic Subscriber Service

Deleted

Section 33. (Continued)

(c) The Company will make a good faith effort, by correspondence and in person, to interconnect the South Dayton Cable System with the cable system serving the City of Germantown, with the cost of the interconnection to be borne equally by the two cable companies. The Company shall provide copies of all such correspondence and reports of meeting to the Council.

Article V. Construction Timetable and Line Extension Policy

Section 34. Construction Timetable

(a) The Company agrees to maintain its cable television system in conformity with the generally accepted state of the art technology for such systems of comparable size and age to the system serving the City.

(b) In June, 1991, the Company shall submit a proposal for rebuilding and/or upgrading the cable television system serving the City, which proposal shall replace Section 29 hereof and shall be reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests. Such rebuild/upgrade shall incorporate the generally accepted state of the art technology for systems of comparable size. The rebuild/upgrade shall commence no later than June, 1992, and shall be completed within three (3) years, subject to extension for good cause.

(c) The Company may, however, submit with its proposal a request that the commencement of the rebuild/upgrade be delayed. Such request shall evaluate the need and justification for rebuilding/upgrading the cable system. Based upon that report and any other material which it deems necessary and which it will provide to the Company, the Council shall determine whether the system rebuild/upgrade is necessary at that time and reasonably meets the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests. The Council may modify the rebuild/upgrade requirements or delay the commencement of construction for periods of not less than two (2) years and not more than five (5) years, if such rebuild is not necessary at that time or does not meet the criteria established herein.

(d) The criteria the Council shall use for making such a judgment shall include, but not necessarily be limited to:

(i) The technical reliability of the cable television service, as determined by such standards as the number of system outages, the quality of the cable signal, and whether the cable television system can reasonably be expected to continue to provide reliable service for the period of the requested delay;

Section 37. (Continued)

- (i) The ability of the Company to render system services and to derive a reasonable profit therefrom under the existing rate schedule and under the proposed rate schedule;
- (ii) The revenues and profits derived from system services;
- (iii) The efficiency of the Company;
- (iv) The quality of the services offered by the Company;
- (v) The replacement cost of the system less depreciation;
- (vi) A fair rate of return with respect to the cost of borrowing and the rates of return on investments having similar risks to that of cable communications;
- (vii) The extent to which the Company had adhered to the terms of this Franchise;
- (viii) Fairness to residents, subscribers and users;
- (ix) Capital expenditures by the Company in providing updated technology and service to subscribers; and
- (x) Such other factors that the Council may deem relevant.

Section 38. Rates for other than Basic Subscriber Service

At least ninety (90) days in advance of the offering of any services or equipment other than Basic Subscriber Service, the Company shall file with the Council a schedule of the rates and charges and the rules relating to such other services and equipment and shall not alter the same on less than ninety (90) days' notice and only in accordance with the then applicable Rules and Regulations of the FCC and/or other agencies of competent jurisdiction. If, at any time, applicable federal or state law would permit Council regulation of said rates in accordance with the procedures in Section 37, such regulation shall be authorized hereunder.

Section 39. All rates to be non-discriminatory

The Company shall administer any and all rates and charges so as not to give preference to or discriminate among Subscribers of like category or class. Nothing in the foregoing shall be deemed to prevent the Company from establishing:

- (a) Special temporary reduced rates for periodic promotional offers to attract new Subscribers, or for Subscribers who pay promptly;

Section 37. Changes in rates for Basic Subscriber Service

If the ownership or control of the Company has changed from that existing on the effective date of the Franchise, as extended (other than a change not resulting in a change in ultimate control), and if the regulation of Basic Subscriber Rates is permitted by federal law in the jurisdictions of the Council, the Council reserves the right to proscribe any rate increase except those approved in accordance with the following procedures:

(a) The Company may petition the Council for a change in rates by filing a revised rate schedule including its justification(s) for said proposed new schedule.

(b) Within ten (10) days of notification by the Council of the place and time established for a hearing on said petition, the Company shall notify its Subscribers of the same, by announcement, on at least two (2) Channels of its System, between the hours of 7:00 and 9:00 P.M., for five (5) consecutive days. Following all proper notice, but in no event later than ninety (90) days from the date of said petition, the Council shall hold an appropriate public hearing to consider the proposed new rates, at which hearing all parties desiring to be heard, including the Company, shall be heard on any matters relating to the performance of this Ordinance, the Company's services and the proposed new rates.

(c) Within ninety (90) days after said hearing, the Council shall render a written decision on the Company's petition, either accepting, rejecting, or modifying the same and reciting the basis of its decision.

(d) If the Council fails to act within six (6) months of the date of the Company's petition pursuant to subsection (a) above, the Company shall thereafter be entitled to put its proposed new rates into effect on a provisional basis, provided that it shall keep a full and accurate accounting of all income resulting from said provisional rates and shall be obliged for a period of up to six (6) months thereafter to refund the amount by which said provisional rates exceed the rates ultimately established by the Council. Upon request by the Council, the Company shall provide a bond or other reasonable surety in an amount not to exceed the previously existing rates to ensure that possible refunds due under this subsection shall be promptly made.

(e) The criteria for the Council's decision in such matters shall be the establishment of rates which are "fair and reasonable" to both the Company and its Subscribers and shall be generally defined as the minimum rates necessary to meet all applicable costs of services, including a fair return on all invested capital, all assuming efficient and economical management. Such criterial shall include:

Section 43. Refunds to Subscribers

(a) If any Subscriber terminates the Basic Subscriber Service during the first twelve (12) months of said service because of the failure of the Company to render service in accordance with the standards set forth in Section 46, the Company shall refund to such Subscriber an amount equal to the installation or reconnection charges paid, if any, by the Subscriber multiplied by the fraction derived by dividing the month(s) remaining before the annual anniversary of service, divided by twelve (12).

(b) If any Subscriber terminates Basic Subscriber Service prior to the end of the prepaid period, all unearned service fees as of the date the Company receives notice of said termination shall be refunded to the Subscriber.

Section 44. Franchise Fee

(a) As consideration for the franchise granted herein, the Company shall pay to the Council an amount equal to five percent (5%) of the Company's Gross Revenues.

(b) In the event that the law, in the future, permits some larger basis for computing this fee, the Council shall, at its election, be entitled to collect such additional monies upon ninety (90) days' prior written notice to the Company, and the Company shall be entitled to pass through the amount of any such increase to subscribers.

(c) It is the intent of the Council to utilize franchise fees as necessary, to defray the costs of local regulation of the Company, to support the development of the Access Channels, and generally to encourage development of the System.

(d) Payments due under this provision shall be payable forty-five (45) days after the end of each calendar quarter. Each such payment shall be accompanied by a report, certified by an officer of the Company, showing the basis for the computation thereof.

(e) No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, and all amount paid shall be subject to audit and recomputation by the Council for a period of one year after receipt thereof. In the event that recomputation results in additional fees owed, such amount shall be subject to a ten percent (10%) per annum interest charge.

(f) Nothing in this section shall be interpreted as relieving the Company of its liability for other properly applicable local taxes.

Section 39. (Continued)

(b) Reasonable policies for deposits, penalties, or denial of service where a particular Subscriber has proven a bona fide credit problem;

(c) With the prior approval of the Council, special schedules of rates and charges for service to premises in annexed areas not meeting the density standards established in Section 35, provided that the same are not inconsistent with applicable FCC Rules and Regulations; or

(d) Separate rates for commercial and non-commercial Users of Leased Channels.

Section 40. Free service to schools and City-occupied buildings

Each public and private school located in the City shall be given, upon request, one free outlet and subscription to the System's Basic Subscriber Service. All City-occupied buildings shall receive, upon request, the same free service as schools; this shall include, but not be limited to, the courts, correctional systems, publicly-supported health facilities, public safety facilities, publicly-supported day care centers and publicly-supported libraries. Additional outlets and service shall be governed by the other rate provisions of this chapter.

Section 41. Advance charges and deposits

The Company may require Subscribers to pay for Basic Subscriber Service one month in advance. No other advance payment or deposit shall be required by the Company for Basic Subscriber Service, except as provided in Section 39 (b).

Section 42. Disconnection

Except as otherwise provided by the Council, there shall be no charge for the disconnection of any installation or outlet. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, the Company may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not be effected until forty-five (45) days after the due date of said delinquent fee or charge and shall include five (5) days' written notice of the intent to disconnect properly mailed to the Subscriber in question. After disconnection, upon payment in full of the delinquent fee or charge, any reasonable collection expense or penalty, and the payment of a reconnection charge, the Company shall reinstate the Subscriber's cable service.

Section 46. (Continued)

- (11) Aural Carrier Level - 13-17 db below visual signal level
- (12) Vis. Car. Freq. - 1.25 MHz from lower boundaries
+250 KHz
- (13) Aur. Car. Freq. - 4.5 MHz + 1 KHz from visual carrier

(d) The Company shall perform proof of performance tests for the cable system following the rebuild and at other times at least annually throughout the life of this Franchise on one (1) subscriber television location per member City, located throughout the service area. At least half of these locations shall be at the far end of the distribution trunk cables. The Company shall give thirty (30) days notice to the Council prior to conducting such tests. The Council may specify locations to be tested, and the tests may be witnessed by representatives of the Council. A written report of the results of such tests shall be filed with the Council within seven (7) days of such tests, and a written report as to corrective measures shall be filed either contemporaneously or within seven (7) days after the filing of the initial test report. If any of the tests fail to meet the performance specifications, the Company shall take immediate corrective action, retest those locations, and advise the Council of the action and results.

Section 47. Complaint procedure

(a) Any Subscriber, User, Programmer, or member of the general public who has a complaint regarding the quality of cable television service, equipment malfunctions, billings, or any other matters, which remains unresolved for thirty (30) days after it has been brought to the Company's attention, in writing, may file said complaint, in writing, with the Council's designee (The "Complaint Officer") who shall have primary responsibility for the continuing administration of complaint procedures hereunder.

(b) Upon the filing of such a complaint, said Complaint Officer shall notify the Company and make an investigation to determine whether or not there is probable cause to credit the allegations. If he determines after such investigation that there is probable cause to credit the allegations of the complaint, he shall so notify the Company and complainant and shall promptly endeavor to resolve the matter by conciliation and persuasion. In the event said Complaint Officer is unable to obtain conciliation within a reasonable time, he shall, with the consent of the complainant, promptly notify the Council of such complaint. The Council shall, within ten (10) days following the receipt of such notice, schedule a hearing at which it shall receive evidence to determine if there is a legitimate complaint. Not later than fourteen (14) days after the conclusion of a hearing the Council shall make public its decision which shall include a written statement of its findings. Hearings may be ex parte if after reasonable notice the Company does not appear. Findings and

**Article VII. Local Business Office, Maintenance Standards, and
Complaint Procedures**

Section 45. Local Business Office

The Company shall maintain its principal office within the corporate limits of one of the cities granting this or a Parallel Ordinance which office shall be open during normal business hours. Said office shall have a publicly listed telephone which can be reached toll-free from all cities covered by this and Parallel Ordinances, and shall be so operated that complaints and requests for repairs or adjustments may be received and processed with a minimum delay. Provision shall also be made for telephonically receiving service interruption calls on a twenty-four (24) hour basis.

Section 46. Service maintenance standards

(a) The Company shall render prompt and efficient service and repairs, and shall voluntarily interrupt service only for Good Cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use.

(b) Without additional charges to Subscriber, the Company shall maintain its facilities in good working order and repair. Any verbal, telephonic, or written complaint relating to the quality or continuity of service shall be attended to within a Normal Service Interval. In the event that such complaints are not responded to, or service is not restored to the levels required by the FCC during said Normal Service Interval, the Subscriber shall be entitled to a rebate of one-thirtieth (1/30) of his monthly service fee for each day or part thereof between the end of the Normal Service Interval and the time service is restored to said standards.

(c) The Company shall maintain the existing System and any rebuilt system installed and operated pursuant to Section 34, in conformance with the following technical standards:

- (1) C/N - 36 db
- (2) Gain vs. Freq. 1 Ch. - +2 db from .75 MHz to 4 MHz
- (3) Gain vs. Freq. Sys. - 12 db
- (4) 2nd Order Dist. - 54 db
- (5) Hum. Mod. - <5%
- (6) Carrier to Triple Beat - 52 db
- (7) System Leakage -
 - Up to 54 MHz, -15 mv/m @ 100 ft.
 - 54 to 216 MHz, - 20 mv/m @ 10 ft.
 - Above 216 MHz, - 15 mv/m @ 100 ft.
- (8) Subscriber Isol - 18 db
- (9) Sys. Level Stab. - 12 db in a 24-hour period
- (10) Min. Signal Level - 0 db mv

Section 50. (Continued)

(a) During rebuild construction (i.e., from the date of commencement of construction through the proof of performance test following construction.), a labor and material bond in the sum of \$1,000,000 which shall be used to insure the satisfactory completion of construction;

(b) A faithful performance bond running to the City in the sum of \$50,000 conditioned upon the faithful performance of the Company of all terms and conditions of this Franchise and upon the further condition that, in the event the Company fails to comply with any law, ordinance, rule or regulation governing this Franchise, there shall be recoverable, jointly and severally, from the principal and surety of the bond, any damage or loss suffered by the City as a result, including the full amount of property of the Company, plus costs and reasonable attorney's fees up to the full amount of the bond.

(c) For any period of time other than rebuild construction, an annual blanket bond in the amount of two thousand dollars (\$2,000). Such blanket bond is to cover any excavation or cutting into by the Company in any street right-of-way area in the City for that calendar year. An additional permit bond shall be charged by the City for the excavation of any portion of any street right-of-way based upon the current cost of resurfacing the area with like material according to the following schedule:

4" Concrete Sidewalk	\$ 4.00/S.F.
6" Concrete Sidewalk	5.00/S.F.
Concrete Drive Approach	7.50/S.F.
Sodding, Including Top Soil	4.00/S.F.
6" Concrete Pavement	60.00/S.F.
9" Concrete Pavement	90.00/S.F.
Asphalt Residential Pavement	50.00/S.F.
Asphalt Throughfare Pavement	90.00/S.F.

In 1991 and at other times pursuant to Section 52-B, the City/Council shall review these dollar amounts and make adjustments to meet changes in current costs.

Section 51. Proof of insurance and bonding

Within thirty (30) days of the effective date of this Ordinance, the Company shall furnish proof to the Council that a satisfactory insurance policy and performance bond have been obtained. Said insurance policy and performance bond shall be approved by the Council, and a copy of such insurance policy and performance bond along with written evidence of payment of the required premiums, shall be filed and maintained with the Council. Said insurance policy and bond shall specify that at least thirty (30) days' prior written notice shall be filed with the Council of any intention not to renew, to cancel, or to make a material change therein.

decisions of the Council shall be advisory only, and nothing shall prohibit the Complaint Officer from continuing at any time his efforts to reach conciliation.

(c) The Company shall notify each Subscriber at the time of initial installation of the Council's established complaint procedure, including the name, address and local telephone number of the Council's Complaint Officer.

Article VIII. Indemnification, Insurance, Bonding, and Escrow Fund

Section 48. General indemnification

The Company shall save and keep the City and the Council and their officials, agents, and employees free and harmless from any loss, expense, or damage to person or property arising out of, or resulting from, the operation of the cable system or any provision of the Franchise. The Company shall, at its sole cost, defend and indemnify the City and the Council from any charges, claims, suits, cases of action, penalties, fines and costs (including, but not limited to, reasonable legal fees and court costs) caused by, or arising out of this Franchise or the construction, operation or maintenance of the cable system pursuant thereto, provided, however, the Company shall have no obligation to pay damages, penalties or fines which are levied on the City/Council as a result of a finding that its officials employees or agents were involved in willful misconduct or fraud.

Section 49. Liability insurance

The Company shall maintain and, within thirty (30) days of the effective date of this Ordinance, specifically agrees to maintain, throughout the term of this franchise, liability insurance insuring the City, the Council, and the Company with regard to all damages and penalties mentioned in Section 46 above in the minimum amounts of:

(a) \$1,000,000 for bodily injury or death to any one Person, within the limit of \$2,000,000 for bodily injury or death resulting from any one accident.

(b) \$2,000,000 for property damage resulting from any one accident.

(c) From time to time, this insurance coverage shall be increased or decreased to ensure that adequate coverage is purchased to reflect the effects of inflation or deflation and the likelihood of damage awards.

Section 50. Performance Bond

The Company shall establish and maintain throughout the term hereof the following bonds:

Section 53. (Continued)

that all dollar amounts shall be equal to the aggregate of the amounts provided in all Parallel Ordinances. The Council shall apportion any amounts recovered as damages under said joint bond among the cities under this and Parallel Ordinances.

Article IX. Books, Records, and Reports

Section 54. Books and Records

The Company's operations under all Parallel Ordinances shall be viewed as one financial and reporting unit, and its books and records shall be kept in such a way as to show the activities of this unit separate from any other activities of the Company. The Council shall have the right to inspect, at any time during normal business hours, all books, records, maps, plant, income tax returns, financial statements, and other like materials of the Company which relate to its operations hereunder, including expenses attributed to the System by any parent corporation. Access to the aforementioned records or any reports to be provided pursuant to Section 55 shall not be denied on the basis that said records or reports contain "proprietary" information. However, the Council shall treat all information obtained from the Company with the same degree of confidentiality as would be accorded similar information by the FCC.

Section 55. Reports

(a) The Company shall file with the City and the Council true and accurate plant maps of the System to be constructed hereunder and shall keep the same as current as practicable.

(b) Not later than one-hundred and twenty (120) days after the end of each fiscal year or sixty (60) days following the required filing date with the FCC, whichever is later, the Company shall make available to the Council for inspection any forms, reports, or other filings it makes with the FCC.

(c) The Company shall file with the Council copies of all complaints, petitions, or orders of the FCC, EEOC, or FAA, in which the Company is a named party and the Company's response, thereto, if any, all within ten (10) days of the Company's receipt or filing of the same.

(d) Upon reasonable notice, the Company shall appear at any meetings or public hearings called by the Council to review or evaluate the Company's activities or performance.

Section 52. Escrow fund ensuring timely construction

Deleted

Section 52A. Liquidated Damages

By acceptance of a Franchise granted hereunder, the Company understands and agrees that failure to comply with any time and performance requirements, as stipulated in this Ordinance or in the Franchise, will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or non-performance. The Company therefore agrees that it shall pay to the City, or the Council on behalf of the City, the following amounts which shall be chargeable to the Company:

(a) Failure to timely commence or complete the rebuilding of the cable system as set forth in Section 34 - \$200 per day. In addition to the liquidated damages, the Franchise term shall be reduced one month for each month that the Company defaults in the commencement or completion of construction of a rebuilt cable system as herein provided.

(b) Failure to provide or replace the PEG access equipment as specified in Section 31 - \$50 per day or part thereof.

(c) Failure to provide the PEG access facilities as specified in Section 31 - \$50 per day or part thereof.

Section 52B. Assessment of insurance bonding and liquidated damage amounts

At the fifth, tenth and fifteenth anniversary of the effective date of the franchise, or upon the assignment of the franchise or the transfer of control of the Company, (other than an assignment or transfer not resulting in a change in ultimate control), the City/Council shall have the right to reassess the dollar amounts contained in Sections 49, 50 and 52-A and to make increases if the Producer Price Index (Formerly the Wholesale Price Index) for all Urban Consumers (PPI-U), or its successor, increases by 50 percent or more as compared to the (PPI-U) in October 1986. Furthermore, the Council reserves the right upon such assignment or transfer of control to apply liquidated damages to additional categories of violations in Section 52-A and to negotiate with the company a dollar amount for each such category.

Section 53. Right to combine performance bonds under Parallel Ordinances

The City may, at its option, join with the cities under Parallel Ordinances to require a joint performance bond which shall be subject to all of the provisions contained in Section 50 and 51, 52A, except

Section 57. Procedure for Council approval of transfers

The following procedures shall be followed in the Council's consideration of the transactions described in Section 56 above:

(a) Applications for the Council's approval shall be made at least ninety (90) days prior to the effective date of said transaction and shall contain such information and supporting documentation as would be reasonably necessary for the Council's consideration based on the criteria specified in sub-section (c) below;

(b) Within ninety (90) days of receipt of an application pursuant to sub-section (a) above, and following a properly noticed public hearing affording due process, the Council shall, by written resolution, issue its approval or disapproval of the proposed transaction, stating therein the basis of its decision;

(c) Council's approval or disapproval of the requested transaction shall be based on a determination of whether or not the proposed transferee possesses the character, legal, financial, and technical qualifications then required by federal, state, or local law to operate a Cable Television System. Council's approval of said transaction shall not be unreasonably withheld.

Section 58. Rights of assignment and transfer to and by mortgages or pledges

Nothing in Section 56 and 57 shall in any way limit CCI's right to pledge, mortgage, or hypothecate its interests in the Company to a recognized financial institution to secure borrowed funds or said institution's rights to foreclose on, hold, sell, assign, or transfer such interests. Provided, however, that such mortgagee, pledgee, or its transferee or assignee shall be subject to all of the terms of this Ordinance, and provided further that within six (6) months from the date of foreclosure by any mortgagee or pledgee, said party or its transferee shall have been reviewed and approved by the Council pursuant to the procedures enumerated in Section 57 above.

Section 59. Notification of Council in the event of certain transactions indirectly affecting control of Company

The stockholders of the Company and CCI shall notify the Council of any transaction which results in a transfer or assignment of more than twenty percent (20%) of the voting stock of their respective corporations.

Section 55. (Continued)

(e) All complaints, petitions, or orders received by the City, the Council, or the Complaint Officer related to the Company's activities hereunder shall be forwarded to the Company and answered by it with a copy to the original addressee within ten (10) days of receipt.

(f) Within ninety (90) days of the end of each fiscal year, the Company shall file with the Council:

(i) A financial report for the system serving the Council cities. Such report shall include a statement of assets and income statement, certified as to accuracy by the Chief Financial Officer of the Company;

(ii) The current list of names and addresses of the Company's principal management personnel; and

(iii) The current list of all persons owning a 3% or greater ownership interest in the system serving the Council cities.

**Article X. Transfer, Assignments, and Transactions
Affecting Control of the Company**

Section 56. Council approval required for assignment or transfer of franchise and for certain transactions affecting Company's ownership

Council approval, pursuant to the provisions of Section 57, shall be required prior to:

(a) The assignment or transfer of this franchise, in which event City ratification, pursuant to Article XIII, shall also be required;

(b) The issuance by the Company of more than 20% of its voting stock to any Person or group of Persons other than Continental Cablevision, Inc. (CCI);

(c) The transfer by CCI of more than 20% of the Company's outstanding stock to any other Person or group of Persons;

(d) Any judicial action or proceeding resulting in the transfer of more than 20% of the voting stock of the Company; and

(e) Any other transfer of stock or ownership interest which results in a change in de jure or de facto control of the Company.

Section 62. (Continued)

(i) has found that the public interest is no longer served by the continuation of the System's communications services within the City, and therefore has decided that any such services should not be enfranchised within the City limits during the year succeeding the date of the Company's termination of service; or

(ii) has found that the Company has substantially failed to meet the criteria for renewal established in Section 61, and therefore has decided that the Company's renewal application should be denied; or

(iii) has found that the Company has substantially met the criteria established in Section 61, except where prevented by conditions beyond its reasonable control, and therefore has decided that this franchise should be renewed.

Section 63. Continuity of Service

Notwithstanding any other provisions of this Ordinance, including its possible expiration, the Company shall be obliged and entitled to continue to operate its System until ninety (90) days after the City's action pursuant to Article XIII below on the Council's decision under this Article XI.

Section 64. Removal of facilities in the event of non-renewal

(a) In the event that the City ratifies the Council's decision not to renew this franchise, the Council may require the Company to continue operations for a period not to exceed twelve (12) months from the date of the Council's decision. In the event of said non-renewal, the Company shall have two (2) years from the date it ceases operations to remove, at its own expense, all portions of its System from all Public Ways within the City and to restore said Public Ways to a condition reasonably satisfactory to the City.

(b) In the event the City denies the Company's request for renewal or revokes the Franchise for cause, the City, or the Council authorized by the City, shall have the option to purchase the cable system assets. If this option is exercised, any such acquisition or transfer shall be at fair market value, determined on the basis of the cable system valued as a going concern, but with no value allocated to the Franchise itself, except that, if the Franchise is revoked for cause, the acquisition shall be at an equitable price, pursuant to 47 USC, Section 547b. In order to exercise this option, the City, or the Council authorized by the City must notify the Company in writing within sixty (60) days of the date such denial or revocation is ordered by the City or Council; closing on any such sale shall occur within six (6) months after the order of non-renewal or revocation becomes final.

Article XI. Renewals

Section 60. Notice of Company's desire to renew

If the Company desires to renew this Franchise, the Company shall notify the Council at least eight (8) months, or at such earlier date as Council may request (but not more than 36 months), prior to the expiration of this Franchise or any renewal or extension thereof. Failure to make such timely notice shall be cause for the forfeiture of renewal and extension rights hereunder unless otherwise waived by Council.

Section 61. Renewal application

The Company's renewal application, when filed, shall demonstrate the following:

(a) That it has been and continues to be in substantial compliance with the terms, conditions, and limitations of this Ordinance;

(b) That its System has been installed, constructed, maintained, and operated in accordance with the accepted standards of the industry and this Ordinance;

(c) That it has the character, legal, technical, financial, and other qualifications then required by federal, state, or local law to continue to maintain and operate its System, and to extend the same as the state of the art progresses so as to assure its Subscribers of high quality service; and

(d) That it has made a good faith effort to provide services and facilities which accomodate the demonstrated needs of Subscribers as reasonably ascertained by the Council, provided, however, that the Company shall have no obligation to have provided services, beyond those contemplated in Section 30, which adversely impact the economic viability of the System.

Section 62. Procedure for considering renewal application

Upon a filing consistent with Sections 60 and 61 above, the Council shall, prior to the consideration of any other applications, consider and act upon the Company's requested renewal in conformance with 47 U.S.C., Section 546, and the following procedure:

(a) Within ninety (90) days of the receipt of said application, the Council shall, following appropriate public notice, hold a public hearing affording due process on the Company's application at which interested parties, including the Company, shall be afforded an opportunity to present oral or written comments.

(b) By written resolution reciting the basis of its findings, the Council shall report to the City, within ninety (90) days of said public hearing, that it:

Section 67. (Continued)

revocation, the Company shall have two (2) years from the date on which it ceases operations to remove, at its own expense, all portions of its system from all Public Ways within the City and to restore said Public Ways to a condition reasonably satisfactory to the City.

**Article XIII. City Action Required to Ratify
Certain Council Decisions**

Section 68. Decisions requiring City ratification

City action by duly adopted ordinance shall be required to ratify the following Council actions:

(a) approvals of assignments or transfers of this franchise as specified in Section 56 (a);

(b) decisions to renew or not to renew this franchise as provided in Article XI;

(c) decisions to revoke this franchise as provided in Article XII;

(d) renewal or extension of the Franchise.

Section 69. Council's decisions presumed well considered

In its deliberations on the matters specified in Section 68, the City shall accept the decisions of the Council as the considered judgment of an informed and reasonable party, and, absent special showings to the contrary, shall act to ratify the Council's decisions.

Section 70. Timeliness of City ratification

(a) After receiving Council's decision on the matters specified in Section 68, the City shall promptly review and act upon said matters, and shall in any event, act within ninety (90) days of the Council's decision.

(b) During the interval between the actions of the Council and the City on such matters, all parties shall be entitled to proceed in reliance on the Council's decision, except that neither the Council nor the City nor the Company shall be held liable for any damages resulting from its reliance on said decision during said interval, provided that the Council shall have acted within the time period specified in Sections 57(b) or 62, as applicable, and that the City shall have acted within the time period specified in subsection (a) herein.

Article XII. Revocation for Cause

Section 65. Events constituting grounds for revocation

The Council reserves the right to decide that this franchise and all rights and privileges of the Company hereunder should be revoked in the event that the Company:

- (a) fails to complete construction as specified herein;
- (b) breaches or violates any material provision of this Ordinance or other valid and enforceable ordinances or regulations of the City;
- (c) practices fraud or deception upon the City or the Council, which actions may include any attempt to purposefully evade or avoid any of the provisions of this Ordinance;
- (d) is adjudged bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under execution or other legal process or seized by creditors; or
- (e) is in default in the making of payments under this Ordinance.

Section 66. Notice, time to correct, and due process required in revocation

In the event the City believes there is a reasonable probability that grounds for revocation of this Franchise exist, the City, or the Council authorized by the City, shall notify the Company in writing, setting forth the nature and facts relating to the grounds for such revocation. Within thirty (30) days following such written notice, the Company may furnish evidence reasonably satisfactory to the Council that corrective action has been taken or is being actively or expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Company's control. If the Company does not do so or if the Council is not satisfied with such response, the Council shall establish a date, time and place for the conduct of a public hearing on the grounds for revocation, with the date of said public hearing no sooner than thirty (30) days or not later than sixty (60) days following the expiration of such thirty-day period.

Section 67. Removal of facilities in the event of revocation

In the event that the City ratifies the Council's decision that this franchise should be revoked, the Council may require the Company to continue operating for a period not to exceed twelve (12) months from the date of the Council's decision. In the event of said

Section 71. Discriminatory practices prohibited

The Company shall not deny service or access, or otherwise discriminate against its Subscribers, Users, or employees on the basis of race, color, religion, national origin, or sex. The Company shall strictly adhere to the equal employment opportunity requirements of 47 USC, Section 554, or other applicable federal or state laws.

Section 72. Cable tapping and monitoring prohibited without permission of Subscriber

In order to protect the privacy of the subscribers to the Company's system, the Company shall comply with the requirements of 47 USC, Section 551, and other applicable state and federal requirements.

Neither the Company nor the City nor the Council shall tap and/or monitor or arrange for the tapping and/or monitoring or permit, either expressly or impliedly, any other Person to tap and/or monitor any cable, line, signal input device, or Subscriber outlet or receiver for any purpose whatsoever, without the express permission of the Subscriber. Notwithstanding the preceding sentences, the Company shall be entitled to conduct System-wide or individually addressed "sweeps" for the purpose of verifying system integrity, controlling return-path transmissions, or billing for pay services.

Section 73. Sale of Subscriber lists prohibited

The Company shall not, without the specific authorization of the Subscriber(s) involved, sell, or otherwise make available to any Person or group of Persons lists of the names and addresses of its Subscribers, or any list which identifies the viewing habits of any individual Subscriber, except as the same is necessary for the construction, marketing, and maintenance of the Company's facilities and services hereunder and the concomitant billing of Subscribers for said services, or as the same may be necessary to give leased Access Channel Users sufficient and pertinent information to make full use of said leased Access Channel.

Section 74. Censorship prohibited on Access Channels

The Company shall exercise no control over program content on any of the Access Channels.

Section 75. Liability for obscenity, defamation, or invasion of privacy on Access Channels

Liability for obscenity, defamation, or invasion of privacy on any Access Channel shall rest with the Person or group of Persons utilizing said Access Channels.

Article XV. Resolution of Disputes

Section 76. Intent

It is the intent of this Article to provide for the orderly resolution of any controversy or dispute between the Council, the City and the Company arising out of the enforcement or interpretation of this chapter or any rule, regulation, or procedure relating to cable communications matters. Fact finding, mediation and arbitration shall be the means of resolving such controversies or disputes wherever possible. None of these methods, however, shall be the first resort of the parties, but shall be undertaken only after a reasonable time has been expended in good faith negotiation. If both parties mutually agree, fact finding and/or mediation may be skipped.

Section 77. Fact Finding

Any controversy or dispute, upon the election of either the Council, the City or the Company, shall be submitted to an expert individual acceptable to both parties for an investigation of the facts and a report thereof. Such fact finding shall be for the purpose of developing better information for the use of both parties and shall not be binding.

Section 78. Mediation

Any controversy or dispute, upon the election of either the Council, the City or the Company, shall be submitted to an expert individual, acceptable to the parties, for the purpose of facilitating discussion and receiving new perspectives on the issues and new proposals for compromise. Such mediation shall not be binding.

Section 78-A. Arbitration

Any controversy or dispute, upon the election of either the Council, the City or the Company, may be submitted to arbitration in accordance with guidelines established by the American Arbitration Association. Any decisions reached through arbitration shall be binding on both parties, and shall be subject to confirmation, vacation, modification or correction in accordance with chapter 2711 of the Ohio Revised Code. In addition, an award based upon a mistake of law may be set aside by a court of competent jurisdiction.

Section 79. Selection procedures

In fact finding or mediation, the parties shall each present a maximum of three names for possible service as the expert. If there is no agreement on any of the names, the American Arbitration Association shall select a person to fulfill the function of expert. In arbitration, the parties shall select an arbitrator according to the procedures of the American Arbitration Association.

Section 80. Fees and expenses

The expense of fact finding and mediation, including the fees of the experts, shall be equally borne by the Council and the Company. In arbitration, the cost of expert witnesses selected by an individual party shall be borne by that party, but all other expenses shall be equally borne by the Council and the Company.

Article XVI. Miscellaneous Provisions

Section 81. Powers of court to enforce compliance with franchise

Nothing in this franchise shall be construed to prevent any party hereto from pursuing its full legal rights and enforcing compliance with the terms of this franchise.

Section 82. Nonenforcement by City

The Company shall not be relieved of its obligation to comply with the provision of this franchise by reason of any failure of the City or the Council to enforce prompt compliance, nor shall any inaction by the City or the Council be deemed to waive or void any provision of this franchise.

Section 83. Compliance with all applicable laws and regulations

During the term of this franchise, the Company shall comply with all present and future applicable laws, rules and regulations, and any amendments thereto, promulgated by any federal, state, or local authority of competent jurisdiction, including but not limited to the laws, rules, and regulations of the FCC and the City.

Section 84. Subsequent action by state or federal agencies

Should the State of Ohio, the FCC, or any other agency of competent jurisdiction require the Company to perform or cease to perform any act, compliance with which requirement would be inconsistent with any provision of this franchise, the Company shall comply with said requirement and shall so notify the Council. Any mandatory modification or FCC franchise standards resulting from amendments by the Commission shall be incorporated into this Ordinance within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever occurs first.

Section 85. Separability

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holdings shall not affect the continued effectiveness or validity of the remaining portions.

Section 86. Delegation of Functions

In accordance with the City Charter, the City may delegate any of its functions or responsibilities, pursuant to this chapter, to a board, commission or officer, which designee shall have a right of appeal to the City Council.

Section 87. Captions

The captions to sections throughout this chapter are intended solely to facilitate reading and referencing and shall not affect the meaning or interpretation of this chapter.

Section 88. Notice

Whenever, under the terms of the Franchise, a provision is made for notice of any kind, it shall be sufficient if such notice is in writing, addressed to the appropriate party at the current address and sent by registered or certified mail with postage prepaid.

Section 89. Amendments

Amendments to this Franchise may be initiated by the Council or the Company in accordance with 47 U.S.C., Section 545.

Section 90. Force Majeure

Prevention or delay of any performance under this franchise due to circumstances beyond the control of the company or the cities including weather, acts of God, strikes and similar unforeseen circumstances but not including economic hardship or inability to secure materials, shall not be deemed to be non-compliance with or a violation of this Franchise.

That this Ordinance shall take full force and effect from and after the earliest period provided by law.

Passed by Council this _____ day of _____, 1986.

ATTEST:

Mayor

Clerk of Council

CERTIFICATE OF APPROVAL

Law Director

MIAMI VALLEY CABLE TELEVISION FRANCHISE

CABLE B INSTITUTIONS - CABLE IN-PUT POINTS

ATTACHMENT "A"

Centerville, Ohio -
45459

1. Centerville High School
Magsig Building, 192 Franklin Street
2. Centerville High School
South Building, 111 Virginia
3. C. I. Stingley Elementary School
95 Linden Drive
4. Tower Heights Middle School
195 N. Johanna Drive
5. Village South Elementary School
6450 Marshall Road
6. Centerville Municipal Building
100 West Spring Valley Road
7. East High School
East Franklin Street
8. Public Library
105 Virginia Avenue

Miamisburg, Ohio -
45342

9. Public Library
426 East Central Street
10. Civic Center
10 North First Street
11. Senior High School
Belvo and Gebhart Church Road
12. Junior High School
North Park and South Sixth
South Unit, 533 East Linden

Moraine, Ohio -
45439

13. Municipal Building
4200 Dryden Road

Kettering, Ohio -
45429

14. Kettering Government Center
3600 Shroyer Road
15. Fairmont West High School
3301 Shroyer Road
16. Fairmont East High School
3000 Glengarry Drive

Kettering, Ohio -
45429

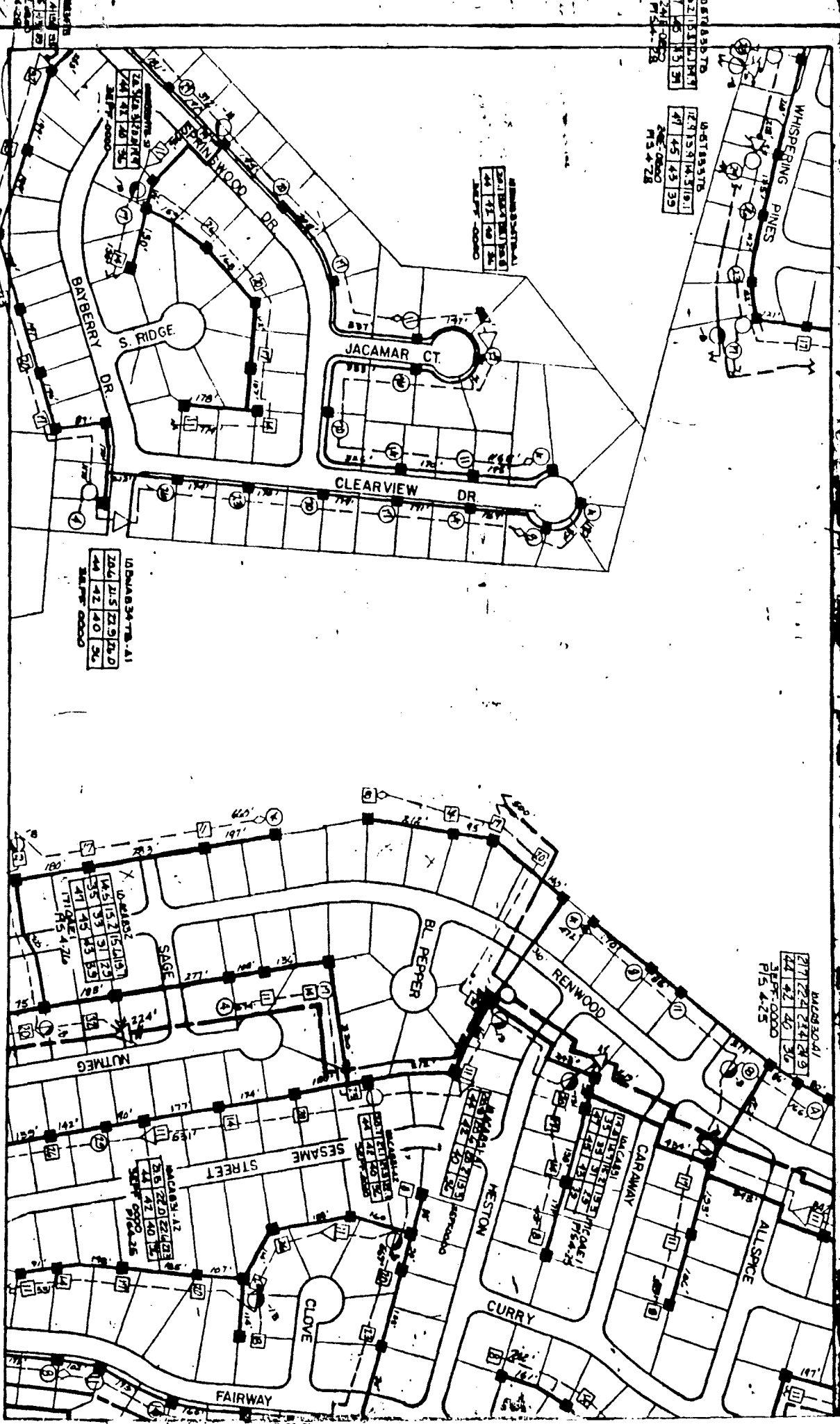
17. Archbishop Alter High School
940 East David Road at Ackerman Blvd.
18. Dwight L. Barnes Junior High School
3700 Far Hills Avenue
19. Indian Riffle Junior High School
3090 Glengarry Drive
20. John F. Kennedy Junior High School
5030 Polen Drive
21. Van Buren Junior High School
3775 Shroyer Road
22. Kettering Medical Center
3535 Southern Boulevard
23. East Kettering Branch
Dayton-Montgomery County Public Library
Wilmington Pike at Woodman & E. Stroop Rd.
24. George L. Ernst School
4555 Marshall Road
25. Meadow Lawn School
2250 East Stroop Road

Oakwood, Ohio -
45419

26. Oakwood Municipal Government
27. Oakwood Board of Education

West Carrollton, Ohio -
45449

28. West Carrollton Municipal Building
41 East Central Avenue
29. West Carrollton Senior High School
5833 Student Street
30. West Carrollton Junior High School
20 Cedar Street



02131118	1241	15	31
741-0528	47	43	35
741-0528	47	43	35
741-0528	47	43	35

264	215	229	250
44	42	40	36
S.E.P.T. - 0000			

45	15	2	15	119
35	3	31	72	8
47	45	43	35	
S.E.P.T. - 0000				

271	224	214	219
24	42	40	36
S.E.P.T. - 0000			

50	22	22	23
41	42	40	36
S.E.P.T. - 0000			



CONTINENTAL
CABLEVISION
INCORPORATED

8945 8846 8847

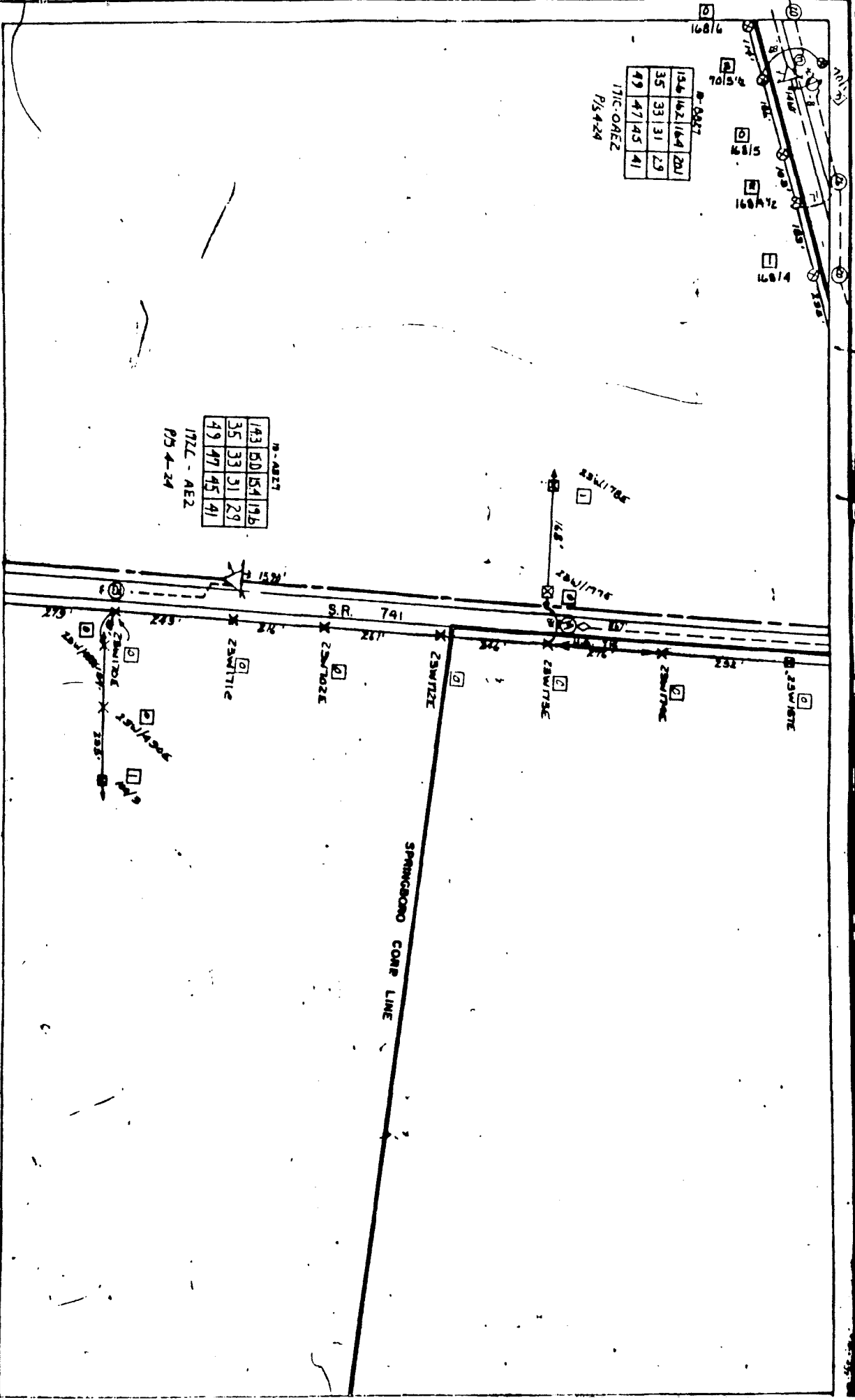
CITY SPRINGBORO
STATE QND

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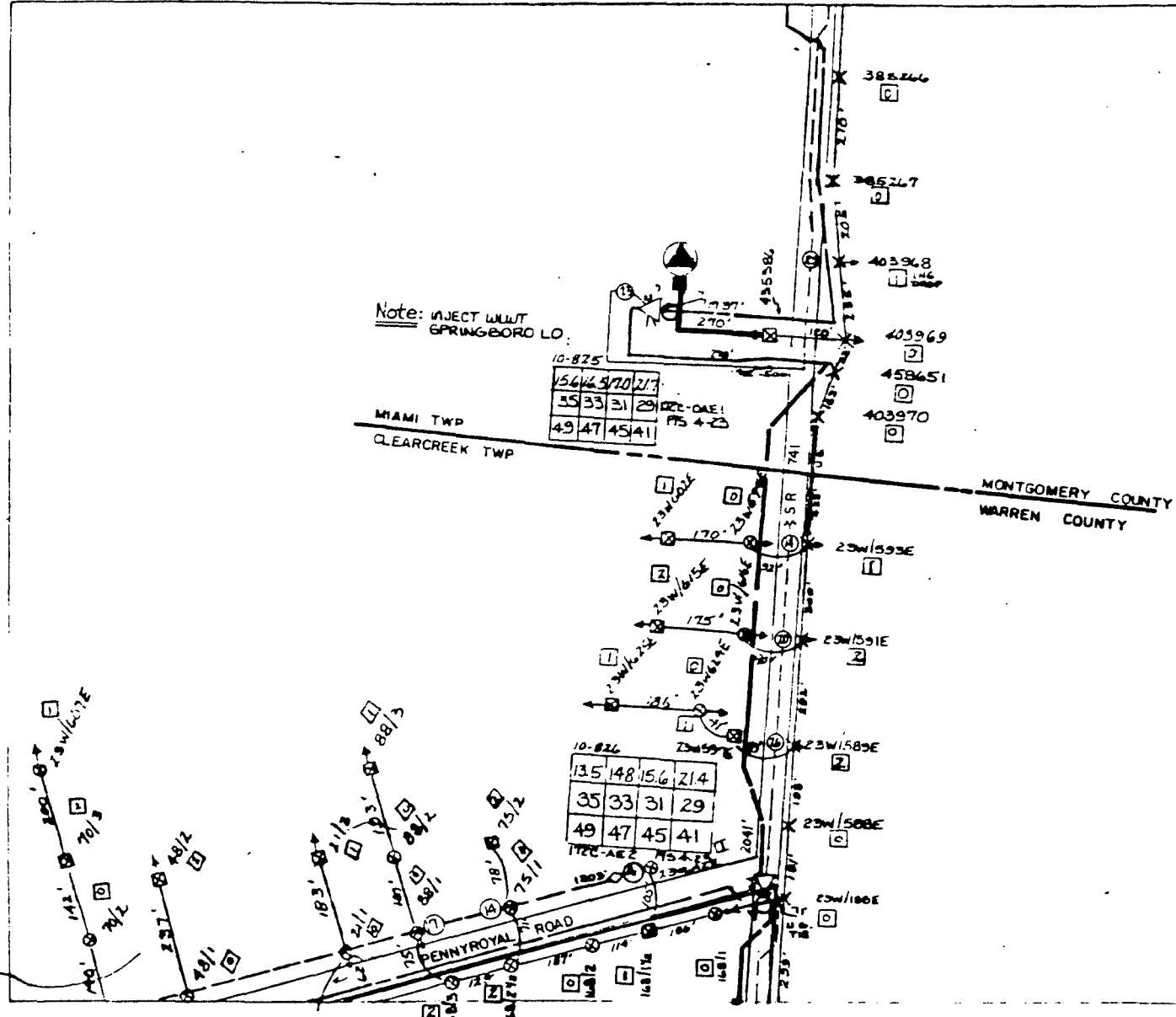
171C-OA8Z
P/S-4-24

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172L-AE2
P/S-4-24



CONTINENTAL
 CABLEVISION
 INCORPORATED
 85-46 85-47 86-47
 CITY SPRINGBORO
 STATE OHIO
 85-46 85-47 86-47



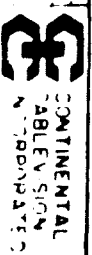
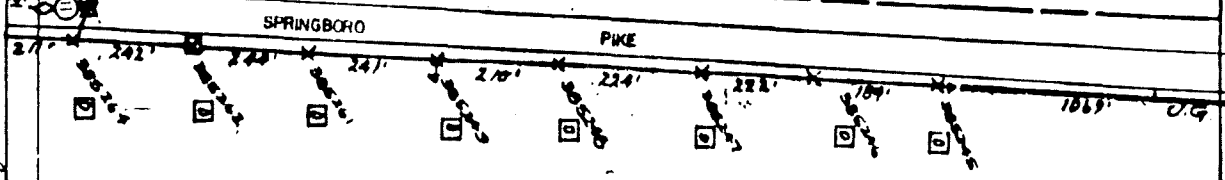
CONTINENTAL
TABLES & MAPS
N. 1000 N. 1000

8347
8447

CITY SPRINGBORO
STATE OHIO
DATE 1-21-83

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3.5	5.3	9.1	2.9
4.9	4.7	4.5	4.1

1/2-424
 1/2-30-42000
 75 423



CONTINENTAL
 CABLE SIGN
 1100 W. 11th St.
 ST. LOUIS, MO. 63103

8247
 8347
 8447

CITY MAPS
 STATE OF MO.
 1978

1. Project No. _____
 2. City No. _____
 3. State No. _____
 4. Date of Issue _____
 5. Name of Engineer _____
 6. Name of Surveyor _____
 7. Name of Drafter _____
 8. Name of Checker _____
 9. Name of Approver _____
 10. Name of Client _____
 11. Name of Location _____
 12. Name of Project _____
 13. Name of Drawing _____
 14. Name of Sheet _____
 15. Name of Block _____
 16. Name of Parcel _____
 17. Name of Lot _____
 18. Name of Sublot _____
 19. Name of Section _____
 20. Name of Township _____
 21. Name of Range _____
 22. Name of Meridian _____
 23. Name of County _____
 24. Name of State _____
 25. Name of Country _____

26. Name of City _____
 27. Name of State _____
 28. Name of Country _____
 29. Name of Project _____
 30. Name of Drawing _____
 31. Name of Sheet _____
 32. Name of Block _____
 33. Name of Parcel _____
 34. Name of Lot _____
 35. Name of Sublot _____
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 42. Name of Country _____

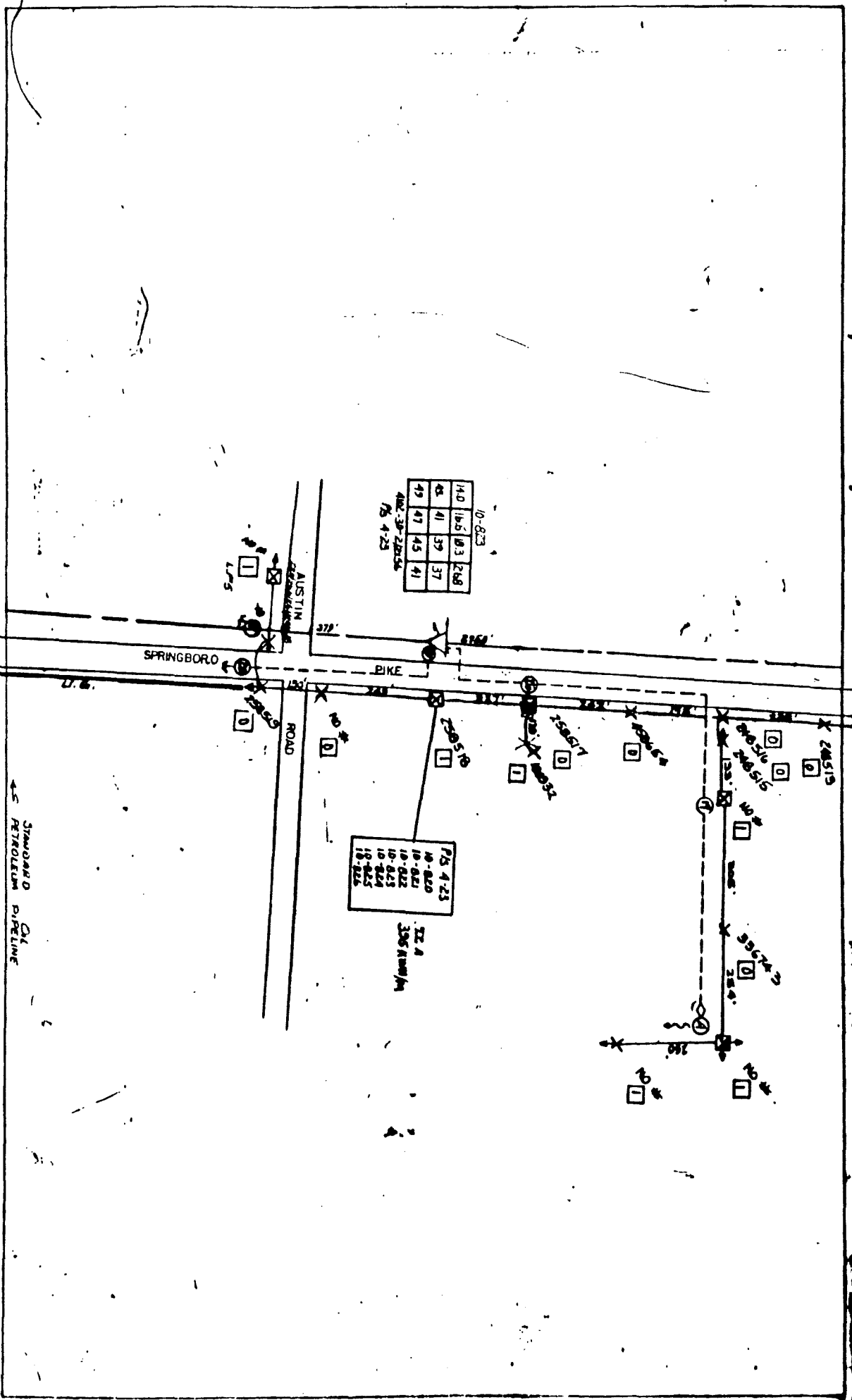


CONTINENTAL
CABLEVISION
INCORPORATED



8147
 8247
 8347

CITY MIAMI TWP
 STATE OHIO
 COUNTY MIAMI



10-823

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45	41	39	37
49	47	45	41

402-37-22056
P/S 4-23

P/S 4-23

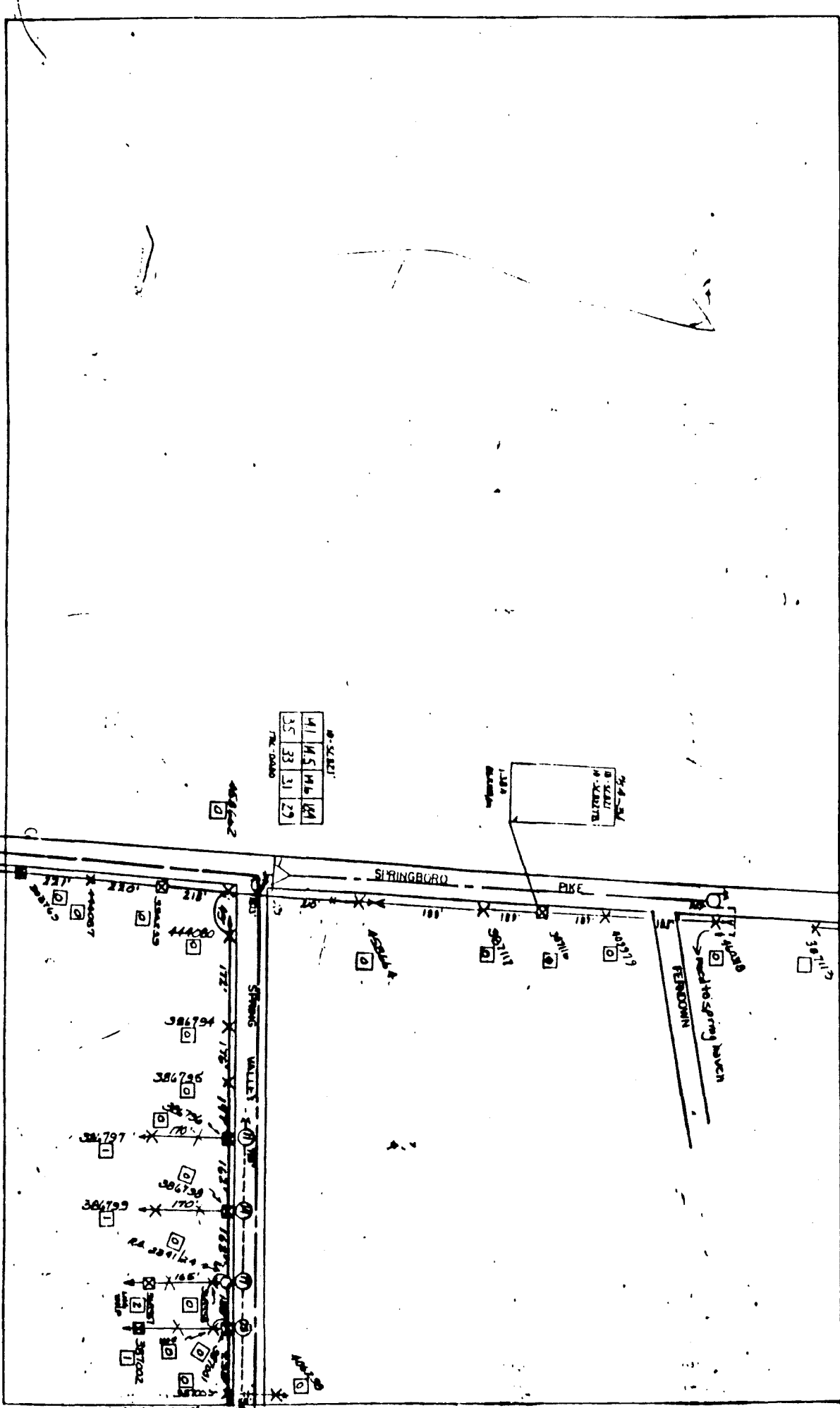
10-820
10-821
10-822
10-823
10-824
10-825

32.4
335' Run/W

STANDARD PETROLEUM PIPELINE

OK

CONTINENTAL CABLEVISION INCORPORATED	
7847 7947 4948	CITY/MIAMI TWP STATE/FLA ZIP/331



D-SUBJECT

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35	33	31	29

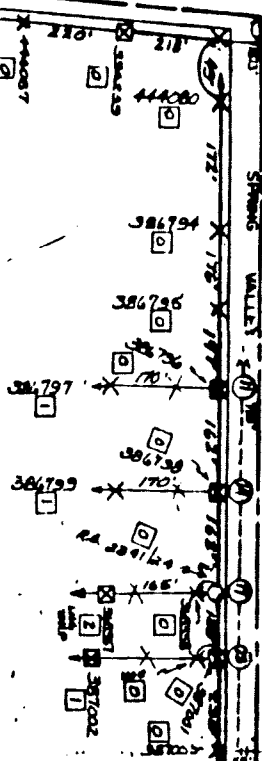
THE COMPANY

L288
D-SUBJECT
D-SUBJECT

SPRINGBORO PIKE

SPRING VALLEY

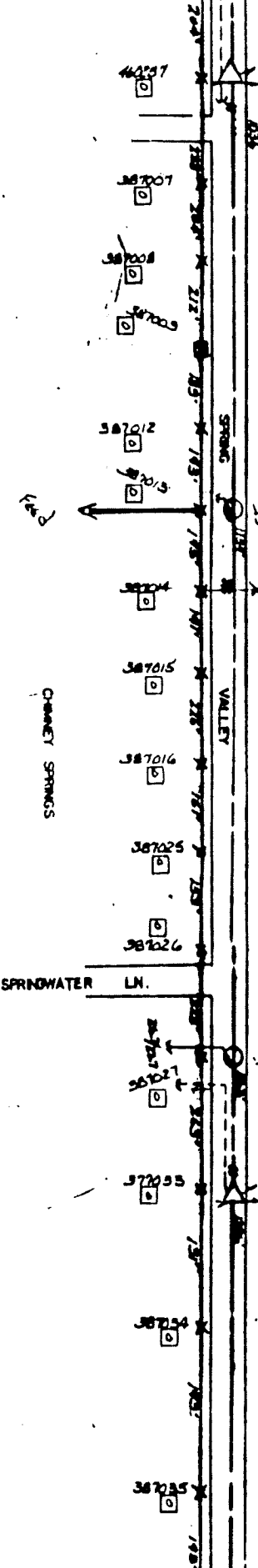
need to spring back in



150	72	88	245
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49	47	45	41

AREA - 30-2/256
75-4-23

89-820



VALLEY SPRING VALVE

VALLEY SPRING VALVE

819

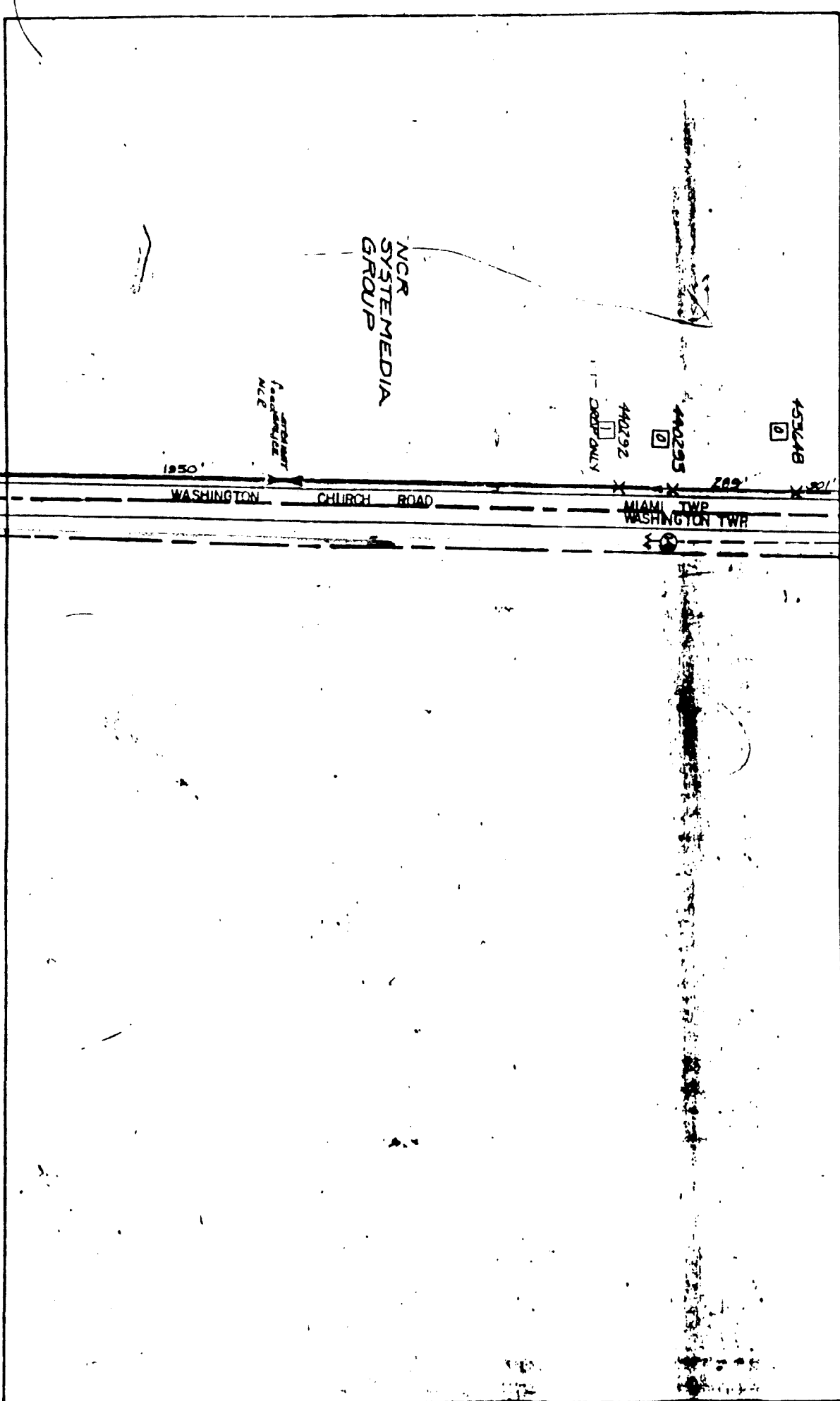
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AREA - 30-2/256
75-4-22



CITY OF MANSFIELD
STATE OF OHIO
7947 7948 7949
CITY ENGINEER

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ATTORNEY
ROBERT M. JONES
M.C.E.

440292
DISH ONLY

440295

453648

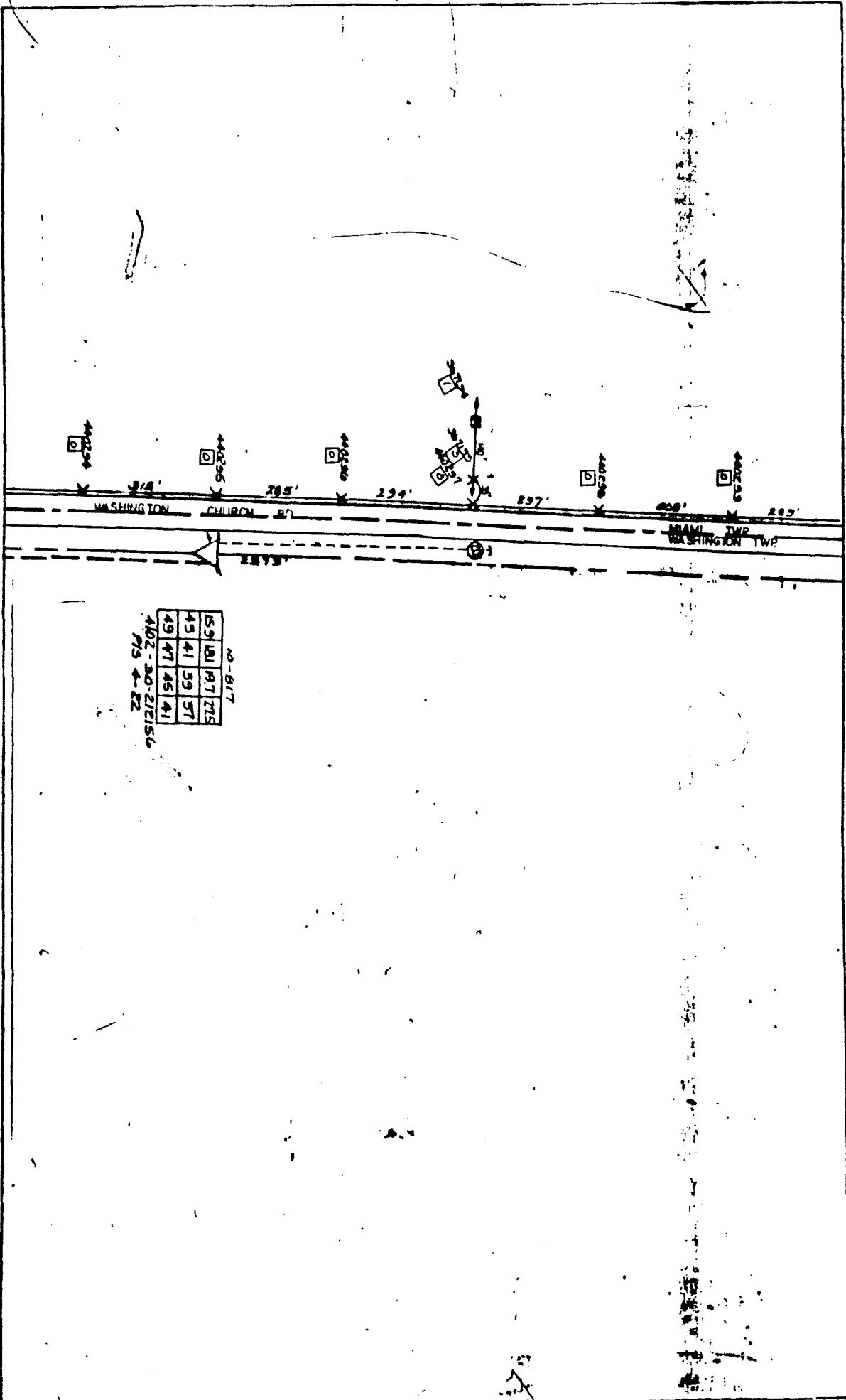
1950' WASHINGTON CHURCH ROAD 209' MIAMI TWP WASHINGTON TWP



CONTINENTAL
CABLEVISION
INCORPORATED

7749
7849 7850

CITY/MIAMI TWP
STATE OHIO
DATE 10/16/2001



NO-817

59	10	19	7	715
45	41	59	57	
49	47	45	41	

4102-30-21/56
715 ← E2

PROJECT TITLE: _____
 DRAWING NO.: _____
 DATE: _____
 SCALE: _____
 CITY MIAMI TWP
 STATE OHIO
 COUNTY CUYAHOGA
 ADDRESS _____
 PHONE NO. _____
 FAX NO. _____
 E-MAIL _____
 PROJECT NO. 7749
 DATE 7/29/99
 CITY MIAMI TWP
 STATE OHIO
 COUNTY CUYAHOGA
 ADDRESS _____
 PHONE NO. _____
 FAX NO. _____
 E-MAIL _____



15	16	9	17	9	24	6
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49	47	45	44			

102-30-2/2186
102-4-22

10-4-22
10-7-15
10-8-16
10-8-17
10-8-18
10-8-19

1440 N
485' x 1440'

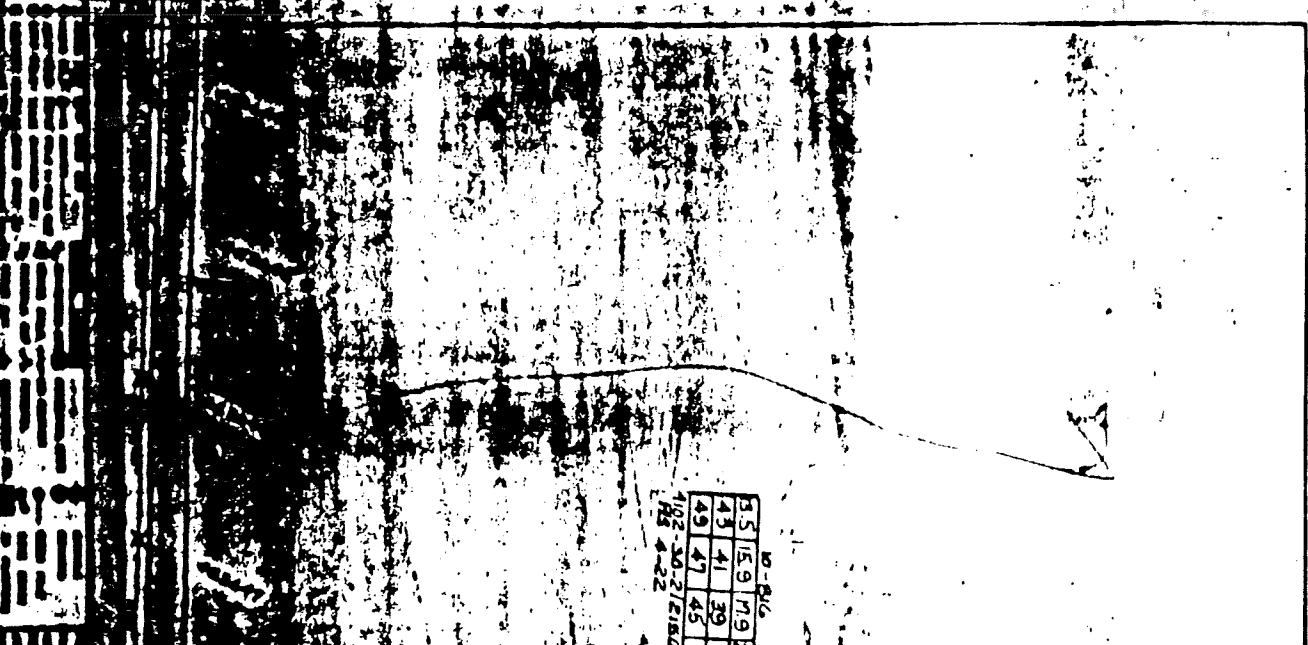
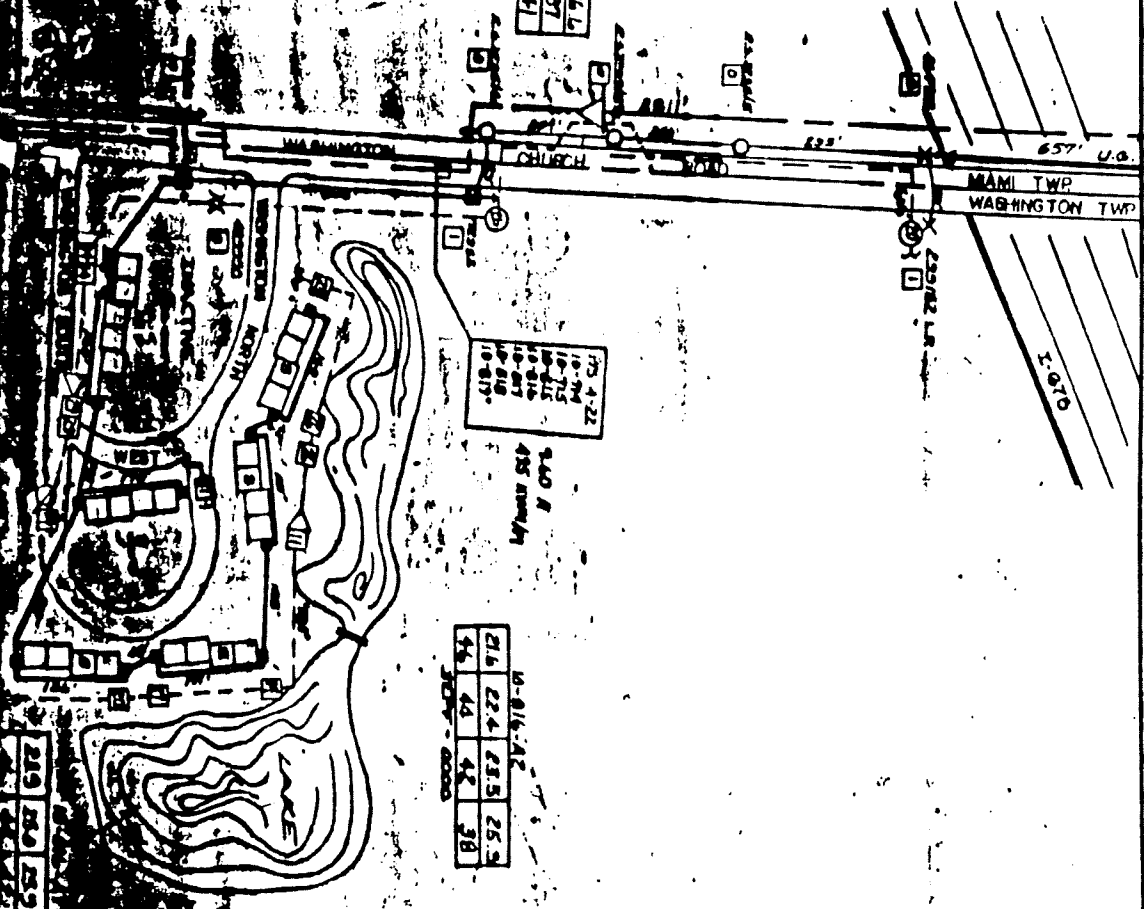
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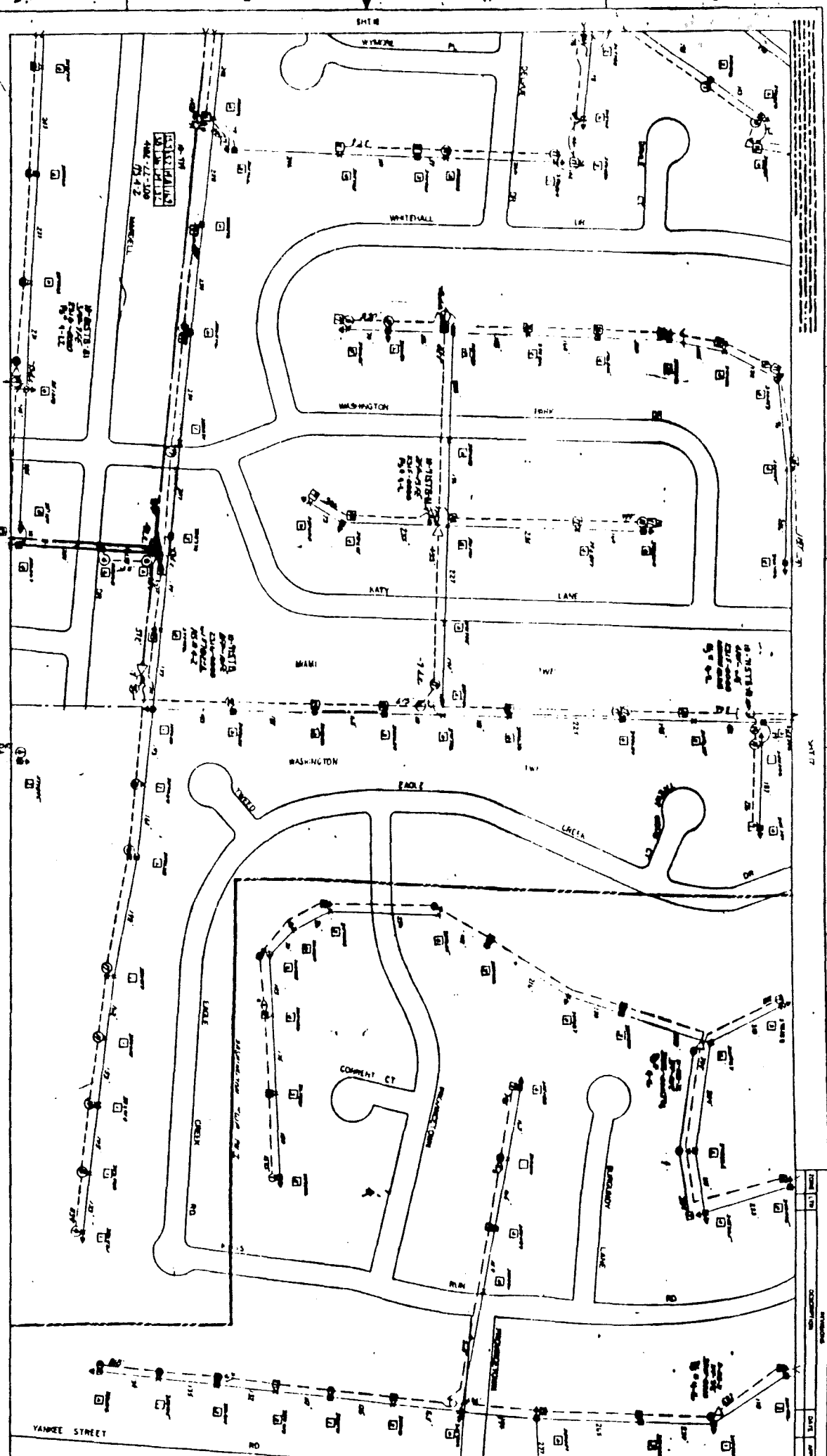
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Continuation
of
CANTONMENT
RECORD-1119

1749



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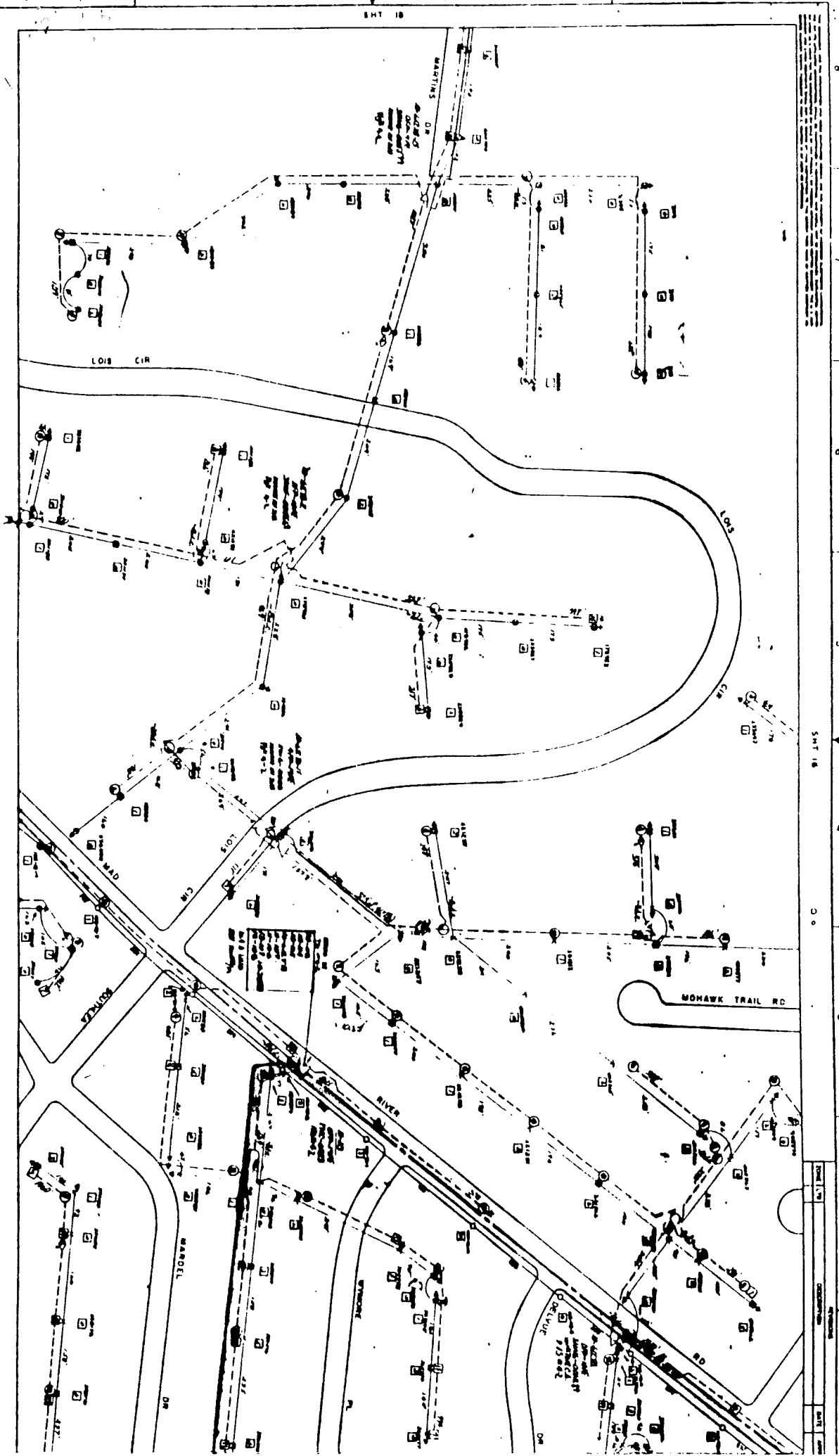


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93		94		95		96	
97		98		99		100	

TITLE: **WASHINGTON TWP, OHIO**
 SCALE: **1" = 40'**
 DATE: **10/20/20**
 DRAWN BY: **J. H. HARRIS**
 CHECKED BY: **J. H. HARRIS**
 APPROVED BY: **J. H. HARRIS**
 REVISIONS:

ALL CITY COMMERCIAL SERVICES
 10000 LEXINGTON PI. SUITE 100
 CLEVELAND, OHIO 44130



○	Proposed Building Footprint
□	Existing Building Footprint
—	Proposed Road
—	Existing Road
—	Proposed Utility Line
—	Existing Utility Line
○	Proposed Tree
○	Existing Tree
○	Proposed Light Pole
○	Existing Light Pole
○	Proposed Sign
○	Existing Sign
○	Proposed Storm Drain
○	Existing Storm Drain
○	Proposed Fire Hydrant
○	Existing Fire Hydrant
○	Proposed Manhole
○	Existing Manhole
○	Proposed Easement
○	Existing Easement

DATE	SCALE	PROJECT
10/18/18	1" = 100'	1000 S.F. BUILDING
10/18/18	1" = 100'	1200 S.F. BUILDING
10/18/18	1" = 100'	1500 S.F. BUILDING
10/18/18	1" = 100'	ROAD
10/18/18	1" = 100'	UTILITY
10/18/18	1" = 100'	TREES
10/18/18	1" = 100'	LIGHT POLES
10/18/18	1" = 100'	SIGNS
10/18/18	1" = 100'	STORM DRAINS
10/18/18	1" = 100'	FIRE HYDRANTS
10/18/18	1" = 100'	MANHOLES
10/18/18	1" = 100'	EASEMENTS

TITLE: 1000 S.F. BUILDING
 DRAWN BY: J.M.D.
 CHECKED BY: J.M.D.
 DATE: 10/18/18
 PROJECT: 1000 S.F. BUILDING

0 1 2 3 4 5 6 7 8

0 1 2 3 4 5 6 7 8

SHT 21

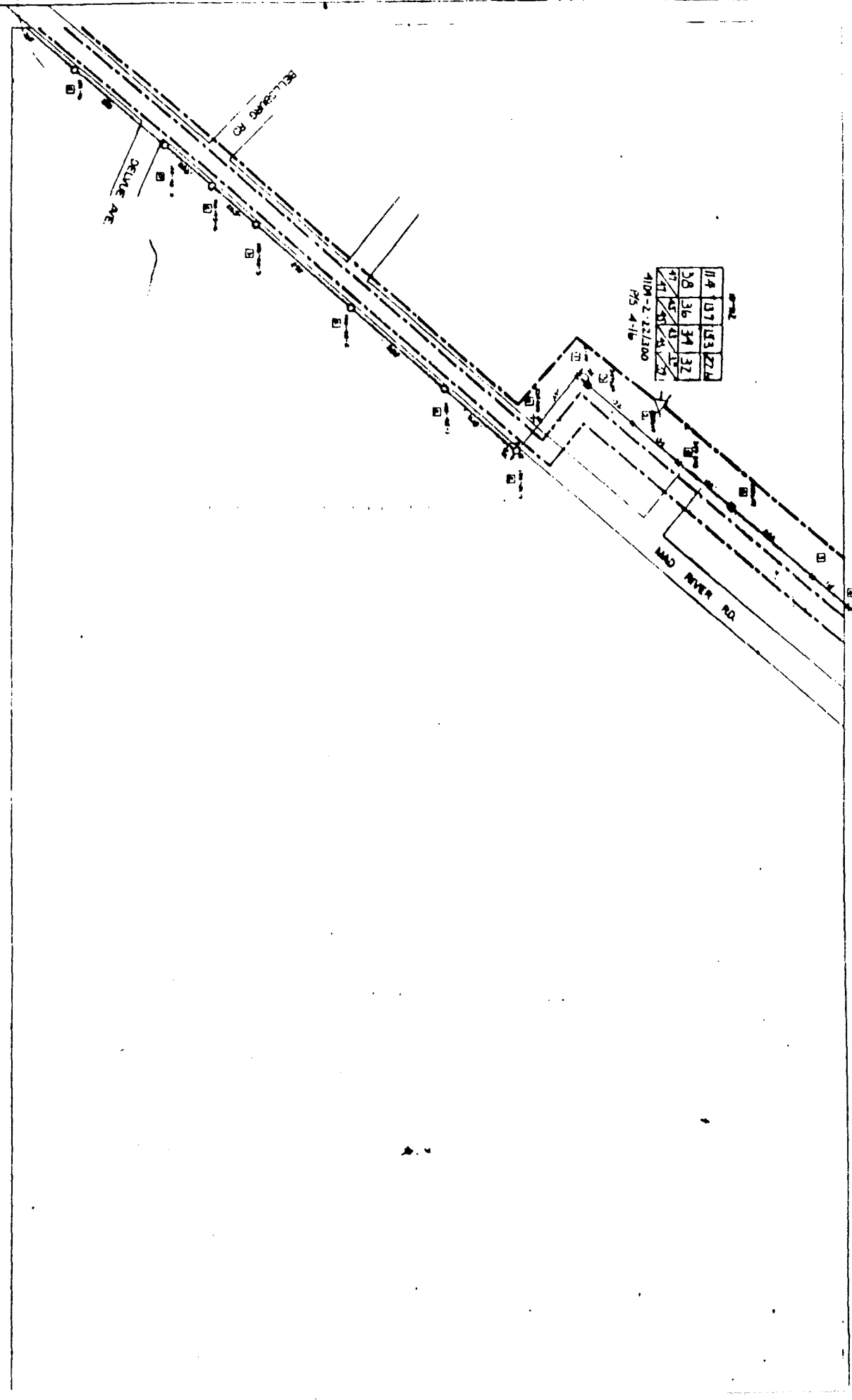
SHT 18

SHT 00

SHT 17

SHT 19

1. Name of Cablevision System: _____
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 3. State: _____
 4. License No.: _____
 5. Date of Issue: _____
 6. Cablevision System No.: _____
 7. Cablevision System Name: _____
 8. Cablevision System Address: _____
 9. Cablevision System Phone: _____
 10. Cablevision System Fax: _____
 11. Cablevision System E-mail: _____
 12. Cablevision System Website: _____
 13. Cablevision System Operator: _____
 14. Cablevision System Manager: _____
 15. Cablevision System Engineer: _____
 16. Cablevision System Technician: _____
 17. Cablevision System Installer: _____
 18. Cablevision System Maintainer: _____
 19. Cablevision System Repairer: _____
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 100. Cablevision System Technician: _____



04	07	153	222
28	36	34	32
47	45	41	41
41	41	41	41

410M-2-22/100
 P/S 4-16

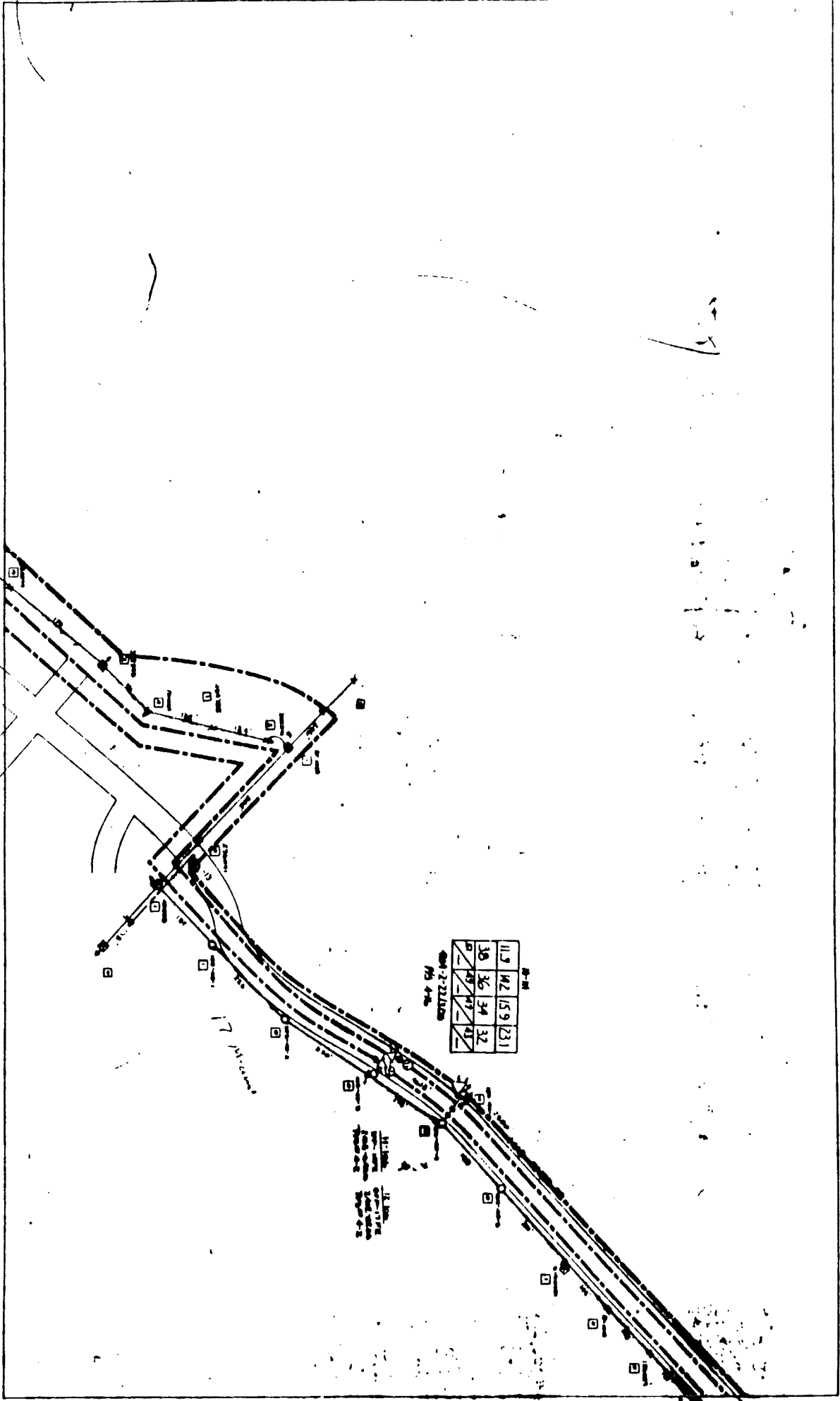
CONTINENTAL
CABLEVISION
INCORPORATED

749
 300 Tenth St. N.W.
 Atlanta, GA 30308
 (404) 525-1111

PROJECT	TOTALS
NO. OF LINES	NO. OF LINES
NO. OF TOWERS	NO. OF TOWERS
NO. OF Poles	NO. OF Poles
NO. OF CROSSINGS	NO. OF CROSSINGS
NO. OF SPANS	NO. OF SPANS
NO. OF BRIDGES	NO. OF BRIDGES
NO. OF TUNNELS	NO. OF TUNNELS
NO. OF UNDERPASS	NO. OF UNDERPASS
NO. OF OVERPASS	NO. OF OVERPASS
NO. OF CULVERTS	NO. OF CULVERTS
NO. OF DRAINAGE	NO. OF DRAINAGE
NO. OF EROSION	NO. OF EROSION
NO. OF LANDSLIDES	NO. OF LANDSLIDES
NO. OF OTHER	NO. OF OTHER

Jordan communication

7249



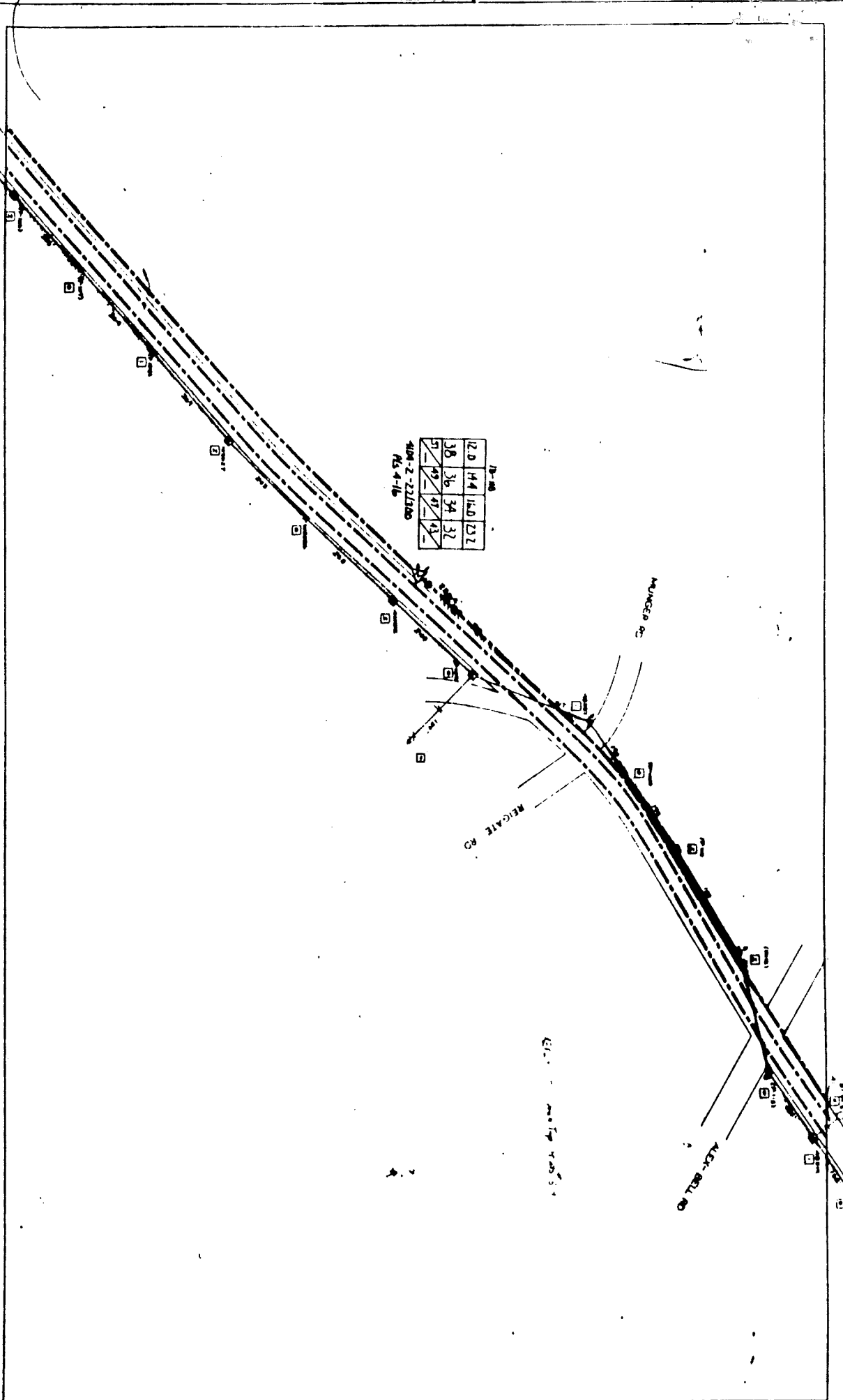
NO. 4-4%

11.7	42	159	231
30	36	34	32
49	47	41	

Sheet 1 of Drawing Number 7249

PROJECT TOTALS	Match to Drawing Number 7250
Stationing	Stationing
Length	Length
Area	Area
Volume	Volume
Cost	Cost
Notes	Notes

12.0	14.4	14.0	13.2
3.8	3.6	3.4	3.2
5.1	4.9	4.7	4.5
4008-2-221700			
NS-4-1b			

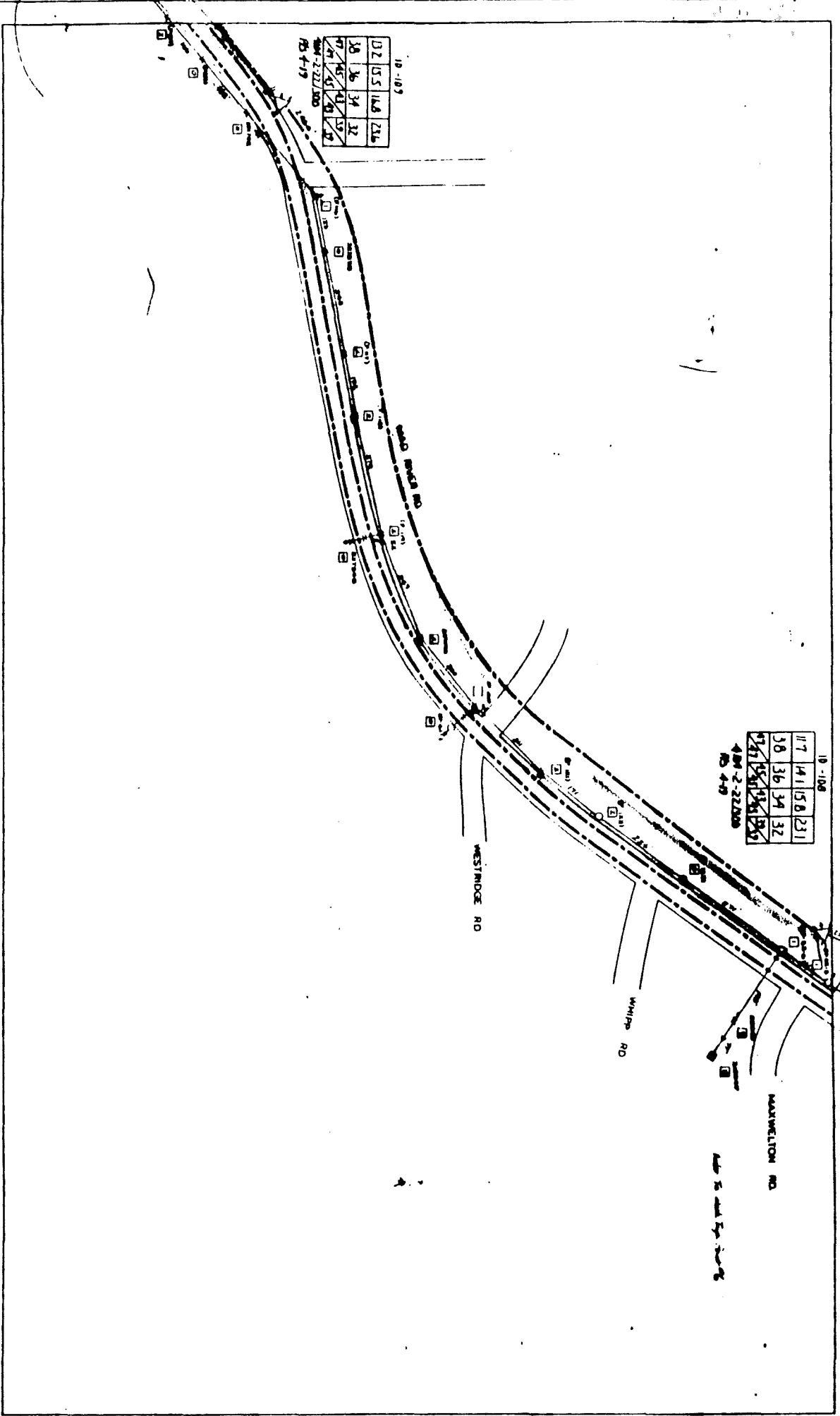


Johnson Construction
 10000 Old Mill Rd, Dayton, OH 45424
 Phone: 513.833.7244

MANUSCRIPT
 DATE

PRINT 7150

Match to Drawing Number 7050



10-103

102	105	108	216
38	36	34	32
47	45	43	41
50	48	46	44

RD 4-19
RD 2-22/200

10-108

117	141	158	231
30	36	34	32
47	45	43	41
50	48	46	44

RD 4-19
RD 2-22/200

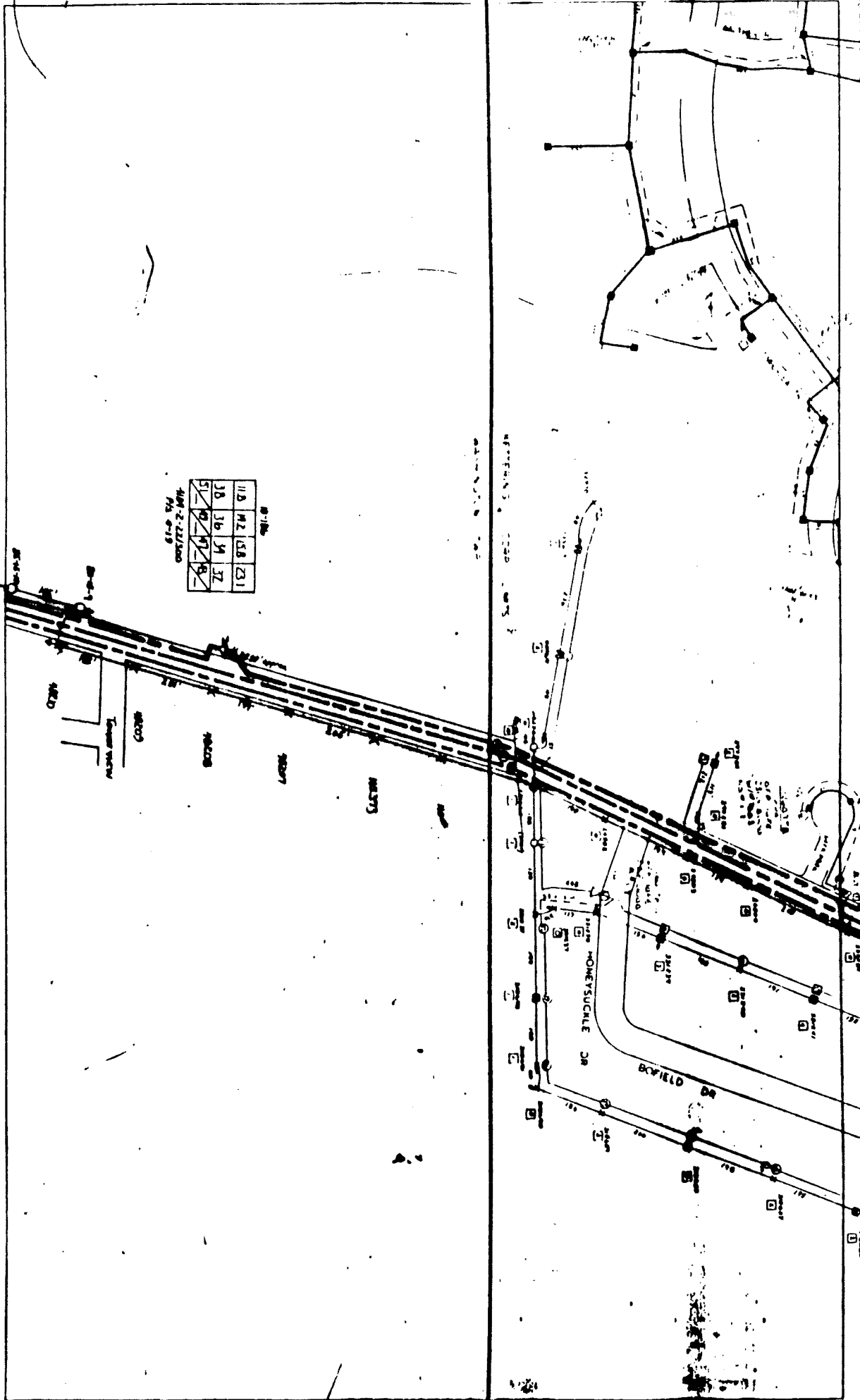
Jobson communication
 1001 Oxford Blvd. S. #100 - Chicago, Ill. 60605

PRINT N
 7051

PRINT TOTALS

Area	Perimeter	Volume	Weight

Match to Drawing Number



8-118

11.8	11.2	15.8	23.1
3.8	3.6	4	3.7
5	4	4.7	4.8

488-2-22/1880
7/5 8-13

Make by Drawing Number 6852

PROJECT TOTALS

DATE: 7/5 8-13

SCALE: 1" = 40'

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

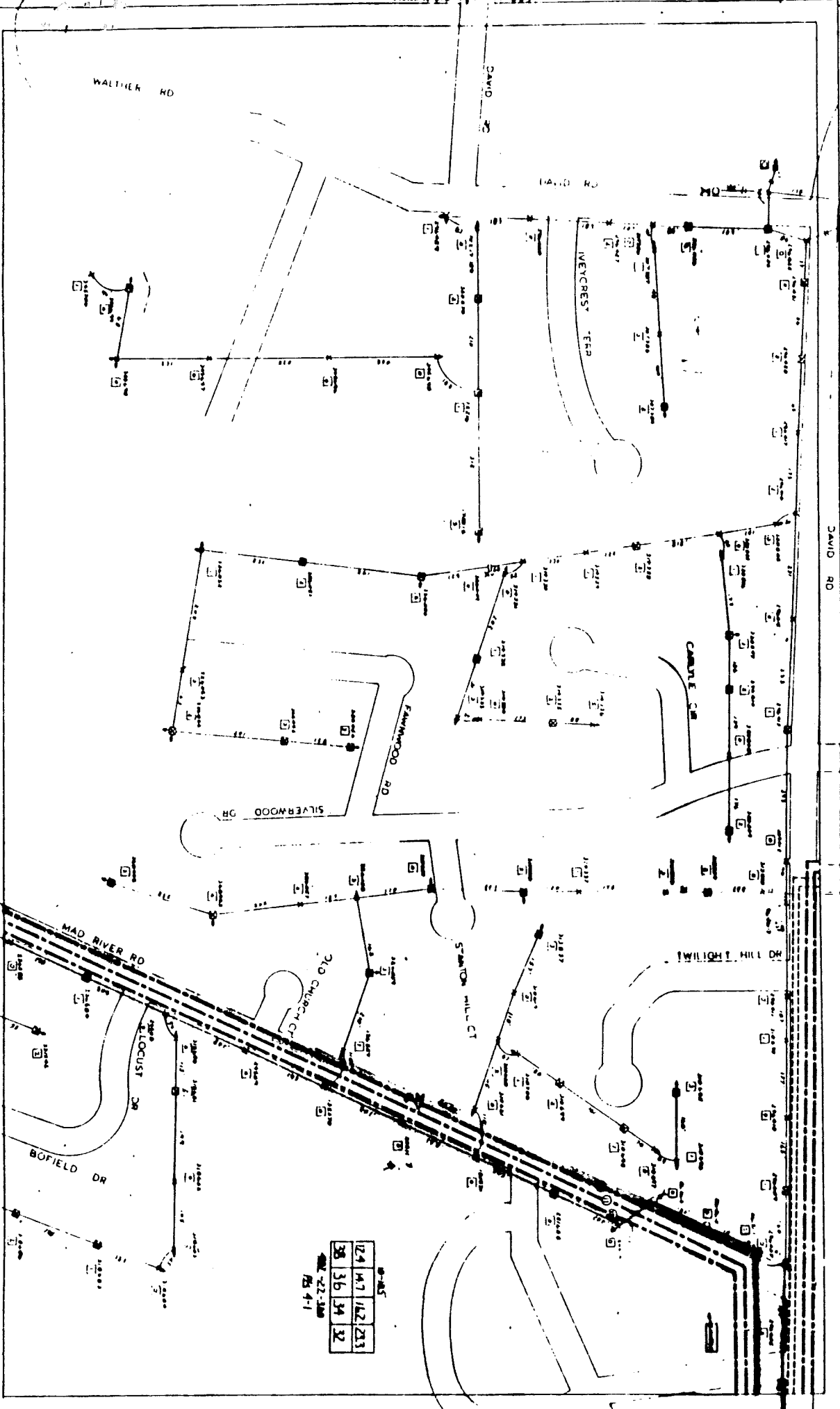
Lockton
communication

10000
10000
10000

TRUCK OPERATOR
RETURNING, OHIO

PRINT
6752

Map No. Drawing Number 6352



8-45

124	147	142	233
38	36	34	32

422-309
75-4-1

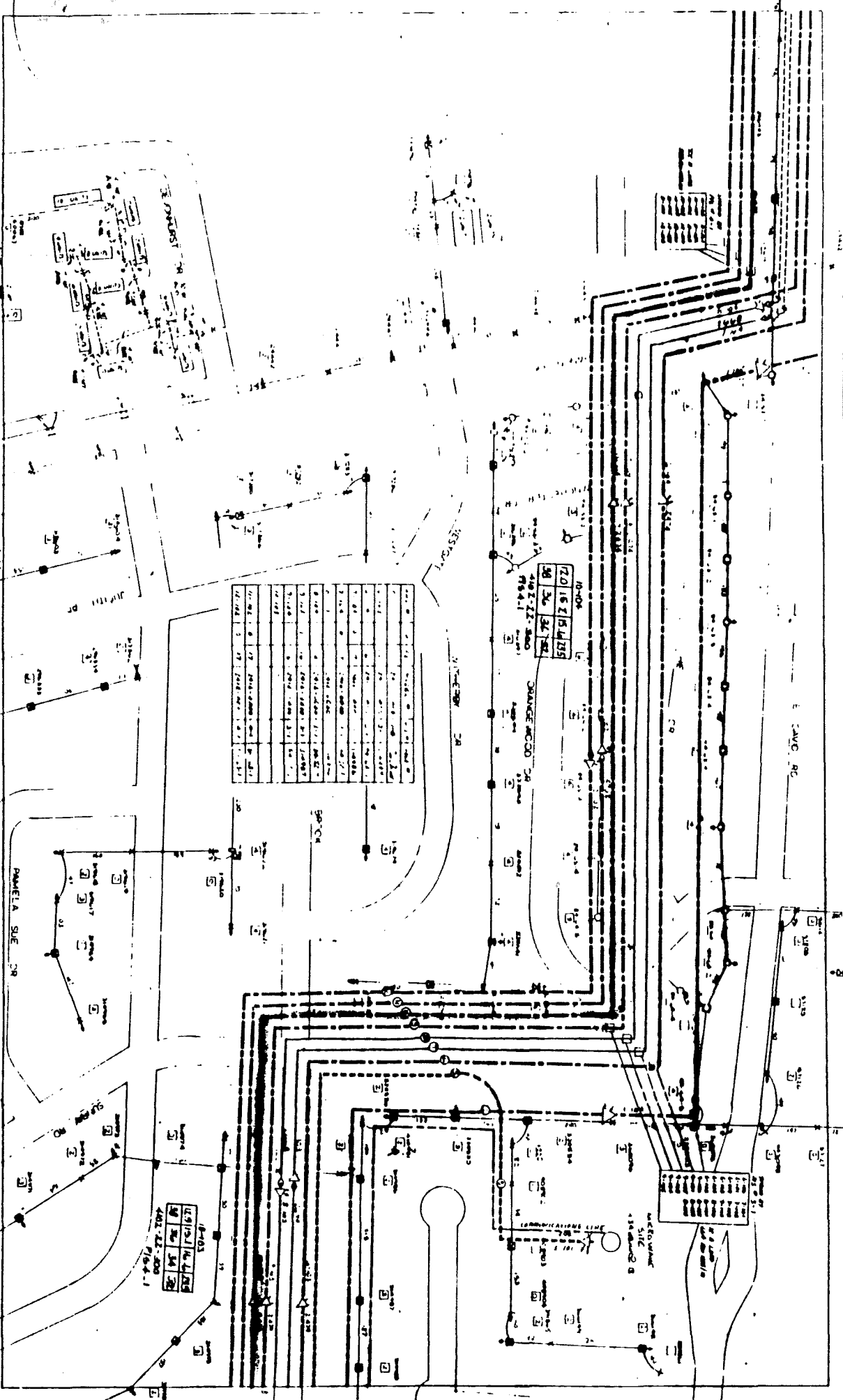
PROJECT TOTALS

Lot Area	12.4
Lot Area	14.7
Lot Area	14.2
Lot Area	23.3
Lot Area	38
Lot Area	36
Lot Area	34
Lot Area	32

Johnson
COMMUNICATION

LETTERING, OHIO

PRINT
055



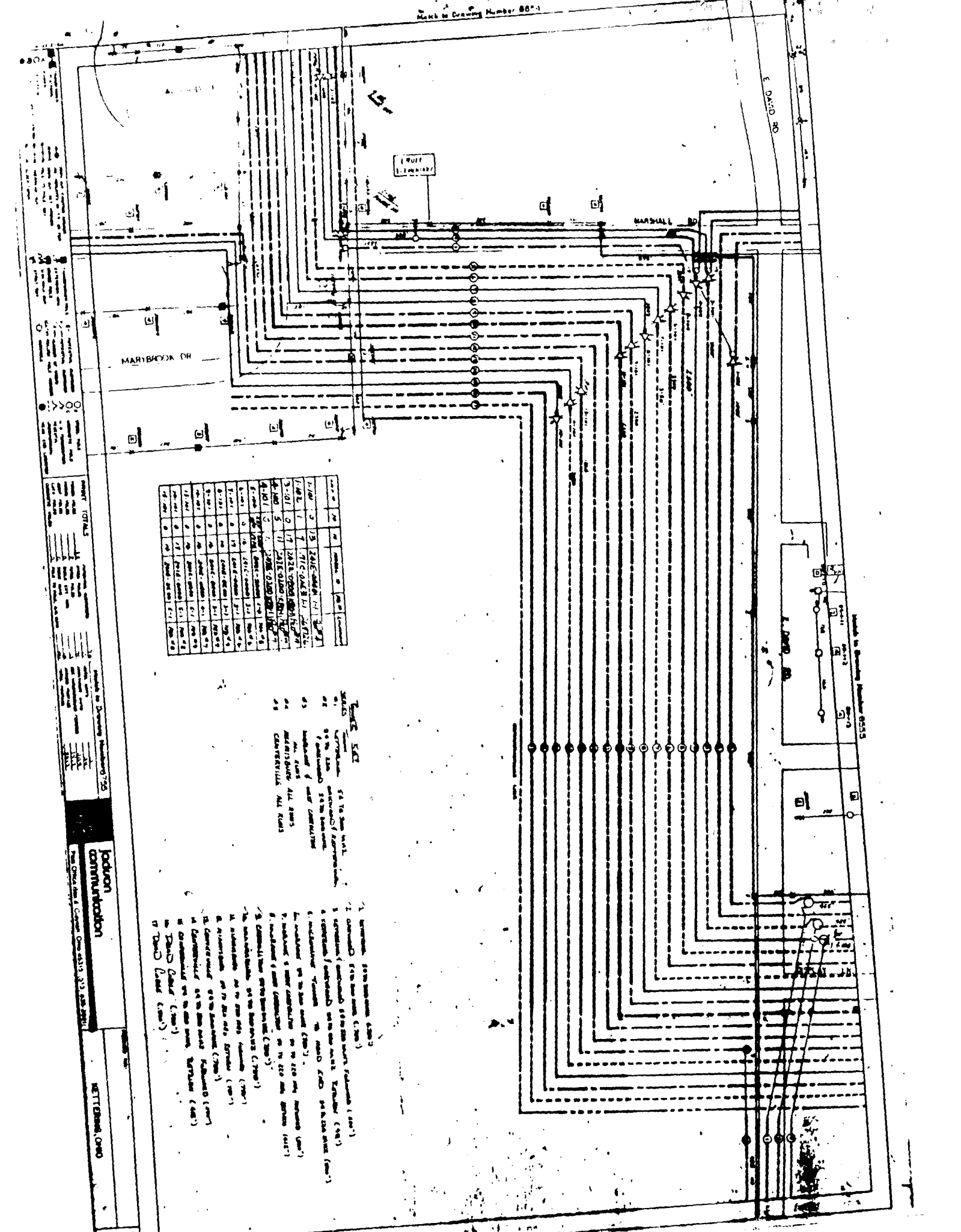
NO.	DESCRIPTION	DATE	BY
1
2
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19
20

10-004	1701	18	15	13
10-004	18	15	13	1701
10-004	18	15	13	1701
10-004	18	15	13	1701
10-004	18	15	13	1701

10-003	1701	18	15	13
10-003	18	15	13	1701
10-003	18	15	13	1701
10-003	18	15	13	1701
10-003	18	15	13	1701

Project: 70741.5
 Date: 10/1/81
 Drawn by: [Name]
 Checked by: [Name]
 Approved by: [Name]
 Job: [Name]
 Location: [Name]
 Scale: [Name]
 Title: [Name]

Match to Drawing Number 6723
 Jordon
 communication
 KETTERING, OHIO
 PRINT 665



LINE	NO	DATE	BY	REVISION
1-000	1	1/13	JAL	ISSUE FOR PERMITS
1-000	2	1/13	JAL	ISSUE FOR CONSTRUCTION
1-000	3	1/13	JAL	ISSUE FOR RECORD
1-000	4	1/13	JAL	ISSUE FOR RECORD
1-000	5	1/13	JAL	ISSUE FOR RECORD
1-000	6	1/13	JAL	ISSUE FOR RECORD
1-000	7	1/13	JAL	ISSUE FOR RECORD
1-000	8	1/13	JAL	ISSUE FOR RECORD
1-000	9	1/13	JAL	ISSUE FOR RECORD
1-000	10	1/13	JAL	ISSUE FOR RECORD
1-000	11	1/13	JAL	ISSUE FOR RECORD
1-000	12	1/13	JAL	ISSUE FOR RECORD
1-000	13	1/13	JAL	ISSUE FOR RECORD
1-000	14	1/13	JAL	ISSUE FOR RECORD
1-000	15	1/13	JAL	ISSUE FOR RECORD
1-000	16	1/13	JAL	ISSUE FOR RECORD
1-000	17	1/13	JAL	ISSUE FOR RECORD
1-000	18	1/13	JAL	ISSUE FOR RECORD
1-000	19	1/13	JAL	ISSUE FOR RECORD
1-000	20	1/13	JAL	ISSUE FOR RECORD

NOTES

1. GENERAL NOTES TO BE OBSERVED (SEE DRAWING)
2. GENERAL NOTES TO BE OBSERVED (SEE DRAWING)
3. GENERAL NOTES TO BE OBSERVED (SEE DRAWING)
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19. GENERAL NOTES TO BE OBSERVED (SEE DRAWING)
20. GENERAL NOTES TO BE OBSERVED (SEE DRAWING)

Jobson Construction
 12345 Main Street, Columbus, OH 43201
 (614) 555-1234
 FAX: (614) 555-5678
 www.jobsonconstruction.com

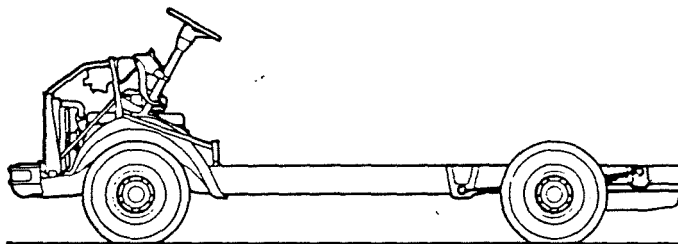
NETTING: OHIO

PRINTED 66

Attach to "C"

STEP-VAN/VALUE VAN

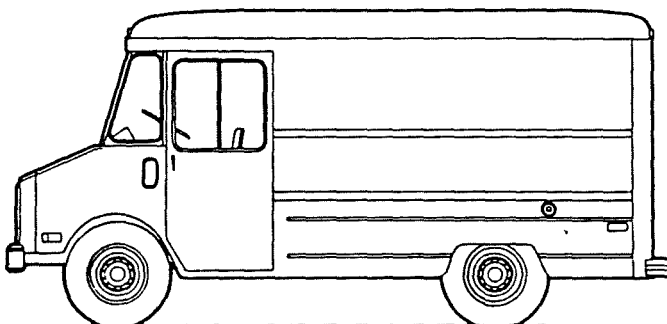
STEP-VAN/VALUE VAN & FC CHASSIS MODEL SELECTOR



FC CHASSIS

Body Ordering Code—Gasoline Models—ZW9
Body Ordering Code—Diesel Models—ZW9/B3J

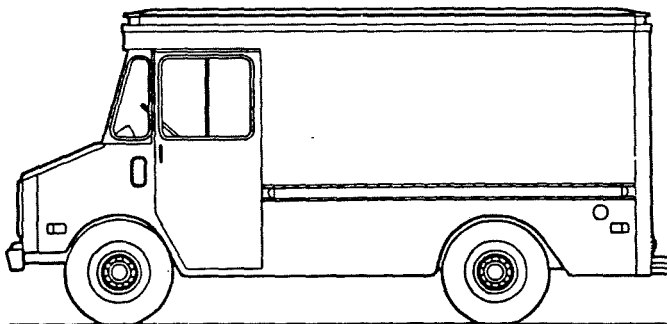
SERIES	125" WB	133" WB	157" WB	178" WB
■P20/2500	P20842	P21042	—	—
P30/3500	P30842	P31042	P31442	P31842



STEP-VAN/VALUE VAN—STEEL

Body Ordering Code—Gasoline Models—E32
Body Ordering Code—Diesel Models—E32/B3J

SERIES	10'6" BODY	12'6" BODY	14'6" BODY
■P20/2500	P20842	P21042	—
P30/3500	P30842	P31042	P31442



STEP-VAN/VALUE VAN—ALUMINUM

Body Ordering Code—Gasoline Models—E33
Body Ordering Code—Diesel Models—E33/B3J

SERIES	10'6" BODY	12'6" BODY	14'6" BODY	18' BODY
■P20/2500	P20842	P21042	—	—
P30/3500	P30842	P31042	P31442	P31842

■P20/2500 models not available for registration in the State of California.