

ORDINANCE NO. 56-75

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J V Stone ON THE 16th DAY OF June, 1975.

AN ORDINANCE TO AMEND THE CENTERVILLE MUNICIPAL CODE BY ADDING THERETO A NEW PART NUMBERED 17 ENTITLED CABLE TELEVISION FRANCHISE, WHICH NEW PART GRANTS A NON EXCLUSIVE CABLE TELEVISION FRANCHISE TO CONTINENTAL CABLEVISION OF MIAMI VALLEY, INC. AND PROVIDES FOR THE REGULATION AND CONTROL THEREOF.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

Section 1. That the Centerville Municipal Code is hereby amended by adding thereto a new Part numbered 17 and reading as follows:

Part 17

CABLE TELEVISION FRANCHISE

Article I. Definitions

Section 1. Access Channels.

"Access Channels" means those Channels set aside for specific access purposes, as described in Section 30 (e) - (g), other than the local origination Channel.

Section 2. Basic Subscriber Service.

"Basic Subscriber Service" means those services described in Section 30 (a) - (f).

Section 3. Cable Television System or System.

"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 Television Council established pursuant to the Companion Ordinances referenced in Section 19.

Section 6. City.

"City" means both the City of Centerville, 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 man 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 Miami Valley, Inc., and its lawful successors or assigns.

Section 10. Gross Subscriber Revenues.

"Gross Subscriber Revenues" means those revenues derived from Basic Subscriber Service, that is the installation fees, disconnect and reconnect fees, and fees for regular cable benefits including the transmission of broadcast signals and access and origination Channels, if any. It does not include revenues derived from per-program or per-Channel charges, leased Access Channel revenue, advertising revenues, or any other income derived from the 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 service deficiency and the second close of business 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 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 Miami Valley, Inc."

Section 17. Purpose.

The purpose of this chapter is to grant a non exclusive franchise to Continental Cablevision of Miami Valley, Inc., and to provide for the regulation and control of said Cable Television System in the City in the public interest.

Section 18. Procedure for grant of franchise.

Upon consideration of the Company's application to provide cable services and after holding a public hearing on said application wherein the Company's character, legal, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements were duly considered, the City does hereby grant a non exclusive franchise to Continental Cablevision of Miami Valley, Inc. to construct, install, maintain and operate a Cable Television System and facilities incident thereto, on, over, under, across and through the Public Ways within the City. The City reserves the right to grant a similar use of said Public Ways to any Person or group of Persons at any time during the period of this franchise.

Section 19. Parallel and Companion Ordinances.

This Ordinance is one of several substantially identical ordinances ("Parallel Ordinances") of Centerville, Kettering, Miamisburg, Moraine, Oakwood, 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 responsibility and authority under said Parallel Ordinances to the Miami Valley Cable Television 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 Television Council.

The Miami Valley Cable Television Council shall foster cooperation among the municipal corporations granting cable television franchises to Continental Cablevision of Miami Valley, 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.

Except as provided in Section 19 above, this franchise shall take effect on the earliest date allowed by law and shall extend for a period of fifteen (15) years from the date of certification by the Federal Communications Commission.

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 the 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 (part 2), United States Department of Commerce, November 1, 1961, 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 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 the 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.

(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.

Section 26. Tree Trimming.

The Company shall have the right hereunder to trim trees in and overhanging the public ways, in 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 not less than seven (7) 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 insure 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 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. Modular System configuration.

(a) The Company shall establish a modular Cable Television System with at least one distribution hub serving each of the cities covered by this and Parallel Ordinances. Each such distribution hub shall have the capability of interconnecting with any other said hub 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.

Section 30. Subscriber services.

The Company will, for the rates specified in Attachment B, furnish to its Subscribers the services listed in parts (a) - (f) below; reception of the Channels listed in part (g) below may be at an additional charge:

(a) All operating broadcast television signals for which the Company shall have received certification, it being the Company's present intention to apply to the FCC for certification of the following signals:

Channel	2	WLWD	Dayton (NBC)
Channel	7	WHIO	Dayton (CBS)
Channel	16	WOET	Kettering (PBS)
Channel	22	WKEF	Dayton (ABC)
Channel	14	WMUB	Oxford (PBS)
Channel	48	WCET	Cincinnati (PBS)
Channel	9	WCPO	Cincinnati (CBS)
Channel	12	WKRC	Cincinnati (ABC)
Channel	19	WXIX	Cincinnati (Ind.)
Channel	4	WTTV	Indianapolis (Ind.)
Channel	43	WUAB	Lorain (Ind.)

(b) A minimum of twenty (20) separately processed FM stations;

(c) Automated Channels carrying the following information: time, weather, news, stock market quotations, and community messages;

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

(e) One local originating Channel, 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 local origination Channel, one governmental Access Channel, one educational Access Channel, and one public Access Channel to be used jointly under this and Parallel Ordinances;

(g) The Company shall also have available for lease, to itself or outside parties, on terms consistent with applicable FCC Rules, eight (8) leased Access Channels.

Section 31. Cablecasting and access facilities.

The Company shall provide a public access facility to be located in the City. The Company shall also provide a central access and cablecasting facility and a mobile cablecasting van to be available for use on a shared basis by all the cities covered by this and Parallel Ordinances. These facilities shall be equipped as provided in Attachment C hereto, or with comparable substitute equipment.

Section 32. Technical assistance and other inducements for Users of Institutional network.

The Company shall provide technical assistance to institutional access Users for a period of two (2) years following the initiation of the institutional network on Cable B. This assistance, plus unlimited use of Cable B, will be provided to the participating institutions at a nominal rate of \$1.00 per year for the first two years following its initiation.

Section 33. Interconnection.

(a) The City's System shall be interconnected with the Systems of other cities under Parallel Ordinances, in the manner provided in Section 29. Additionally, the System may interconnect with affiliated Systems in Fairborn, Xenia, Springfield, and Wayne Township, Ohio, and other Systems that may be developed in the Miami Valley area such as the City of Dayton or the suburbs north of Dayton.

(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.

Article V. Construction Timetable and Line Extension Policy.

Section 34. Construction timetable.

(a) Within sixty (60) days from the effective date hereof, the Company shall apply to the FCC for a Certificate of Compliance and shall pursue the same with due diligence. The Company shall not be obligated to commence construction hereunder until receipt of said Certificate, but shall be obligated to complete the following components of the System within the following maximum intervals:

(i) Head-end and 20% of the System contemplated in this Ordinance - 12 months from certification;

(ii) Initiation of local origination - 18 months from certification;

(iii) Initiation of institutional service on the institutional cable network - 18 months from certification;

(iv) Completion of System construction and availability of service to all potential Subscribers in the City - 4 years from certification;

(v) 100% of the System in areas annexed after the date of certification - 24 months from the date of annexation, subject to the provisions of Section 35.

(b) The foregoing timetable shall be automatically extended by days actually lost for Good Cause, except that if a claimed extension(s) exceeds a cumulative total of thirty (30) days, a written claim therefor must be submitted to and approved by the Council.

(c) The pattern of service extension contemplated in subparagraphs (a) (i), (iii), (iv), and (v) above shall be based on System design and construction conditions and shall be otherwise non-discriminatory.

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 as provided in Section 36. Notwithstanding the provisions of Section 36, 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.

The Company's initial rates for Basic Subscriber Service shall be as described in Attachment B.

Section 37. Changes in rates for Basic Subscriber Service.

Absent actions reassigning jurisdiction for Basic Subscriber Service rates to some other authority, said rates shall be subject to modification only by the Council and only in accordance with the following procedures:

(a) The Company may petition the Council for a change in rates by filing a revised rate schedule in the form of Attachment B, 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 paragraph (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 service, including a fair return on all invested capital, all assuming efficient and economical management. The Council and the Company both recognize that appropriate models and methods for rate regulation of cable are in an evolutionary period and intend that the Council should be guided by the body of law and precedents which will be developing over time. Until more precise standards are thereby developed and absent special showings to the contrary, the Council and the Company agree that rate changes not exceeding changes from the date hereof in any, some, or all of the indicators appearing below, shall be considered "fair and reasonable" provided that the Company shall have made a reasonably adequate showing of the applicability of said indicator(s) to the rate issue at hand:

(i) the Handy-Whitman Cost Index of "Total Distribution Plant" (now listed on Line No. 38) for the North Central Region, which includes Ohio;

(ii) the arithmetic average of monthly, single-family Subscriber rates for Ohio Cable Television Systems; or

(iii) any other reputable index or indicator generally recognized as being apposite to cable television rates.

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;

(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 Access 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). No deposit or advance payment shall be charged for the provision of a basic converter without the prior approval of the Council.

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 promptly reinstate the Subscriber's cable service.

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 a 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 Subscriber 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 sixty (60) days' prior written notice to the Company. Provided, however, that upon receipt of such notice, the Company shall be entitled to initiate a petition for an equivalent rate increase pursuant to Section 37, notwithstanding any other then pending or recently decided rate requests. In said event, the Council shall afford said rate increase petition a presumption of reasonableness and shall stay the effective date of said new fee until sixty (60) days after its decision on said rate petition.

(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 amounts 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.

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 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 Subscribers, 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.

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 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 name and address of Council's designated Complaint Officer and of the procedures contained in this section.

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

Section 48. General indemnification.

The Company shall pay and, within thirty (30) days of the effective date of this Ordinance, specifically agrees to pay all damages and penalties which the City or the Council may legally be required to pay as a result of granting this franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of the installation, operation, or maintenance of the System authorized by this franchise. This indemnification provision shall not apply in the event that the City, its officers, employees, and/or agents, or the Council, its employees, and/or agents take part in, consent to, or otherwise are directly or indirectly responsible for the course of action which gives rise to the injury, loss, damage, claims, suits, judgments, or other proceedings or liability.

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 48 above in the minimum amounts of:

(a) \$300,000 for bodily injury or death to any one Person, within the limit of \$500,000 for bodily injury or death resulting from any one accident; and

(b) \$100,000 for property damage resulting from any one accident.

Section 50. Performance bond.

The Company shall maintain and, within thirty (30) days of the effective date of this Ordinance, specifically agrees to maintain, throughout the term hereof, a faithful performance bond running to the City, executed by a surety company authorized to do business as surety in the State of Ohio, in the penal sum of up to \$10,000 to ensure that the Company shall well and truly observe, fulfill, and perform each term and condition of this chapter, and that, in case of any breach of this chapter, the amount of all damages and penalties proximately resulting from the failure of the Company to well and faithfully observe and perform any provision of this chapter shall be recoverable by the City from said bond. Notwithstanding the foregoing, said bond shall not apply to damages proximately resulting from a breach of Section 34, for which separate surety provisions are provided in Section 52 below.

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.

Section 52. Escrow fund ensuring timely construction.

(a) Within thirty (30) days after the effective date of this Ordinance, the Company shall deposit in an interest-bearing escrow account, the sum of

\$16,667.00 in cash to secure the faithful performance of its obligation to commence and complete construction of its Cable Television System as contemplated in Section 34 hereof.

(b) In the event that the Company fails to proceed in accordance with the timetable specified in Section 34 (a) (i) - (iv), the Council shall be entitled, after reasonable notice and a hearing affording due process to determine if Good Cause exists, to withdraw from said escrow account a penalty of \$33.33 per day for each day of such delay.

(c) Without in any way limiting the Council's right of revocation under Article XII, the Company's liability for violations or defaults under Section 34 shall be limited to the total funds escrowed under this Section 52, and any amounts withdrawn pursuant to subsection (b) above shall be released and received as liquidated damages for any and all such delays, defaults, or violations.

(d) The Company shall be entitled to the release and return of all undrawn escrowed funds, plus all interest earned thereon, and shall be relieved of its obligations under this section at such time as (i) the Council shall determine that timely construction is reasonably assured, or (ii) the Company shall certify to the Council that it has fully complied with the provisions of Section 34 (i) - (iv).

Section 53. Right to combine performance bonds and escrowed funds under Parallel Ordinances.

The City may, at its option, join with the cities under Parallel Ordinances to require a joint performance bond and a joint escrowed fund, which shall be subject to all of the provisions contained in Sections 50, 51, and 52, except 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 or as penalties under said joint escrow fund 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, plans, 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 file with the Council a copy of the System's FCC forms 325, 326, and 395.

(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.

(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.

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 Children's Television Workshop (CTW/C) or Continental Cablevision, Inc. (CCI);

(c) the transfer by CTW/C or 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.

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 sixty (60) 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 sixty (60) days of receipt of an application pursuant to subsection (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 mortgagees or pledgees.

Nothing in Sections 56 and 57 shall in any way limit CCI's or CTW/C'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, CCI and CTW/C, 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.

Article XI. Renewals.

Section 60. Notice of Company's desire to renew.

The Council may decide that the franchise granted pursuant to this Ordinance should be renewed or extended, if the Company applies to the Council at least eight (8) months prior to the expiration of this Ordinance or any renewals thereof. Failure to make such a timely application shall be cause for the forfeiture of renewal and extension rights hereunder, unless otherwise waived by the Council.

Section 61. Renewal Applications.

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 accommodate 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 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:

(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 sixty (60) 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.

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.

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.

Any such decision that this franchise should be revoked shall be, by formal resolution of the Council, duly adopted, and only after the Company has been given written notice of the alleged violation, a full hearing affording due process, an opportunity, on reasonable grounds, to appeal an adverse finding, and a reasonable amount of time for corrective action.

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 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; and

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

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 paragraph (a) herein.

Article XIV. Rights of Individuals Protected.

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 the FCC, as expressed in Sections 76.13 (a) (8) and 76.311 of Chapter 1 of Title 47 of the Code of Federal Regulations.

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

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 Channels 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 and mediation shall be the means of resolving such controversies or disputes wherever possible. Neither 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.

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 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.

Section 80. Fees and expenses.

The expense of fact finding and mediation, including the fees of experts, shall be equally borne by the Council/the City and the Company.

Article XVI. Miscellaneous Provisions.

Section 81. Powers of court to enforce compliance with franchise.

Nothing in this chapter 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 provisions of this chapter 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 chapter.

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 chapter, the Company shall comply with said requirement and shall so notify the Council. Any mandatory modification of 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.

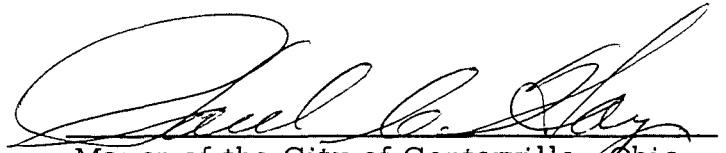
In accordance with the City Charter, the City may delegate any of its functions or responsibilities, pursuant to this chapter, to a board, commission or officer, which designee shall have a right of appeal to the City Council.

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 II. This ordinance shall become effective from and after the earliest date allowed by law.

PASSED this 16th day of June, 1975.

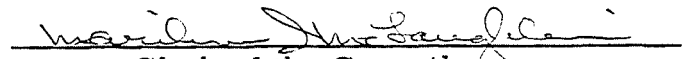

Mayor of the City of Centerville, Ohio

ATTEST:


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 that the foregoing is a true and correct copy of Ordinance No. 56-75 passed by the Council of the City of Centerville, Ohio, on the 16th day of June, 1975.


Clerk of the Council

Approved as
with existing
charter & ordinances
Robert N. Farquhar
Municipal Attorney

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RATES FOR BASIC SUBSCRIBER SERVICE

	<u>Installation Charge</u>	<u>Monthly Service Charge</u>
(A) <u>Basic service charge:</u>		
Each residential and commercial Subscriber not covered in (B) - (Charges include basic converter.)	\$15.00	\$6.95
Initial hook-up charges will be waived during construction period in any given sector of the pro- posed System.		
FM Service	\$ 7.50	\$2.50
Basic converter	No Charge	No Charge
Charge per additional outlet per home	\$ 7.50	\$2.50
Transfer charges	\$ 7.50	-
(B) <u>Multiple family dwelling charge:</u> (2-4 dwelling units):		
If billed to landowner on a single bulk billing - each unit billed	Time & Material	@ \$4.95
If billed to individuals	\$15.00	\$6.95
(C) <u>Apartment house and/or trailer court charges:</u>		
Billed to individuals	\$15.00	\$6.95
(D) <u>Hotel and motel charge:</u>	Time & Material	\$2.50/unit
Continental will not pay any discount, refund, or inducement to owners of such facilities for the privilege of hooking up any Subscribers located on their property.		
(E) <u>Hospital Charge:</u>	Time & Material	\$2.50/unit
The only differential charges to be made to various classes of Subscribers are as stated above in this proposed schedule of rates and charges.		

	<u>Installation Charge</u>	<u>Monthly Service Charge</u>
(F) <u>Miscellaneous charges:</u>		
Buried service	\$.15 foot plus Normal Installation Charge	-
Special rates for raising or lowering cables to permit house or building moves, etc.	*	-
Labor	\$15.00/hour	-
Truck	\$ 7.50/hour	-
Engineering	10% of Total Labor & Material	
Cable severance charge per strand cut	\$15.00	
Per drop cable	\$15.00	
Per feeder line cut	\$15.00	
Per trunk line cut	\$30.00	
Additional material for temporary service	Material cost	

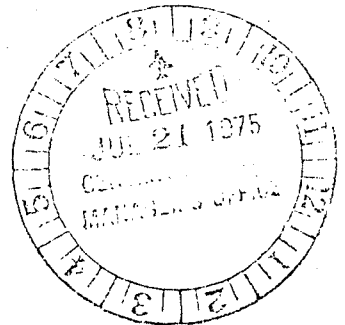
*All charges to be submitted to owner and/or contractor and deposit of full amount of estimate received prior to move.

CONTINENTAL CABLEVISION OF MIAMI VALLEY, INC.



July 17, 1975

Darryl H. Kenning
City Manager
City of Centerville
100 West Spring Valley Road
Centerville, Ohio 45459



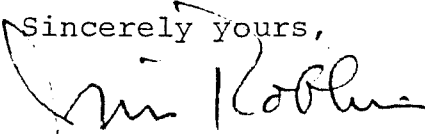
Dear Mr. Kenning:

Attached please find a new page seven for the Franchise Ordinance.

In a careful reading of the last sentence of paragraph d, Section 37, one city attorney sited the inadvertent typographical omission of the words "the amount by which said provisional rates exceed" in the middle of that sentence.

As the omission of these words does have significance, I am forwarding this new page with the omitted words included for inclusion in your file documents.

Sincerely yours,


James O. Robbins
Manager

JOR:sh

Attachment

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 as provided in Section 36. Notwithstanding the provisions of Section 36, 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.

The Company's initial rates for Basic Subscriber Service shall be as described in Attachment B.

Section 37. Changes in rates for Basic Subscriber Service.

Absent actions reassigning jurisdiction for Basic Subscriber Service rates to some other authority, said rates shall be subject to modification only by the Council and only in accordance with the following procedures:

(a) The Company may petition the Council for a change in rates by filing a revised rate schedule in the form of Attachment B, 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 paragraph (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 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 amount by which said provisional rates 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 service, including a fair return on all invested capital, all assuming efficient and economical management. The Council and the Company both recognize that appropriate models and methods for rate regulation of cable are in an evolutionary period and intend that the Council should be guided by the body of law and precedents which will be developing over time. Until more precise standards are thereby developed and absent special showings to the contrary, the Council and the Company agree that rate changes not exceeding changes from the date hereof in any, some, or all of the indicators appearing below, shall be considered "fair and reasonable" provided that the Company shall have made a reasonably adequate showing of the applicability of said indicator(s) to the rate issue at hand: