

Ordinance No. 26

DANSVILLE C.A.T.V. FRANCHISE

VILLAGE OF DANSVILLE

INGHAM COUNTY, MICHIGAN

To establish a community antenna television system in the Village of Dansville, County of Ingham, State of Michigan, and to grant a non-exclusive franchise to Central Michigan Cable Partnership, for the establishment and operation thereof.

The Village of Dansville hereby ordains:

SECTION 1. DEFINITIONS:

"Community antenna television system", or "C.A.T.V." or "System" shall mean any facility that receives over the air or by satellite receiver, and amplifies or otherwise modifies the signals broadcast by television or satellite stations as well as signals containing other information, and distributes such signals by cable and/or other means to the public.

"Village" is the Village of Dansville, Michigan.

"Village Council" is the Council of the Village of Dansville, Michigan.

"Company" shall mean Central Michigan Cable Partnership a Michigan Partnership.

"Public Ways" shall mean streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other public rights of way and public grounds or waters within or belonging to the Village of Dansville.

"Person" shall mean a person, firm, corporation, association, or any other legally recognized entity.

"Subscriber" shall mean a purchaser of a service delivered over the system to an individual dwelling unit, where the service is not to be utilized in connection with the business, trade or profession.

"Basic Service" shall mean the provision by the Company to television receivers of all signals of over-the-air television stations required by the Federal Communications Commission (hereafter "F.C.C."), and additional channels at the option of the Company.

"Pay Service" shall mean the provision of television channels such as "Home Box Office", not included in "Basic Service".

"Franchise" shall mean the grant of authority to the Company to operate a C.A.T.V. system in the Village.

"Gross Revenues" shall mean the revenues received by the Company to operate a C.A.T.V. system in the Village.

## SECTION 2. GRANT OF FRANCHISE

A) There is hereby awarded to the Company, a non-exclusive franchise for the occupation or use of the public ways within the Village of Dansville for the construction, operation and maintenance of a C.A.T.V. system.

B) This Franchise shall remain effective for fifteen (15) years, unless sooner revoked as herein provided in Section 3 hereof.

C) Nothing in this franchise shall affect the right of the Village to grant to any other person a franchise to occupy and use the public ways for the construction, operation, and maintenance of C.A.T.V. or similar facilities, within the Village. Nothing contained in this franchise shall prohibit the Company from appearing before the Village Council and being heard on any application for any additional franchise to another.

## SECTION 3. REVOCATION OF FRANCHISE:

A) The franchise granted herein shall be subject to the right of the Village to revoke a license as regulated by the state statute, upon the Village Council's determination that the Company has violated the terms of intent of the C.A.T.V. franchise ordinance. The Company will be notified in writing at least (30) days prior to any public hearing date being set by the Village Council.

B) Any franchise granted hereunder shall be subject to all applicable provisions of Village regulations and any amendments thereto.

C) Any franchise granted hereunder shall be subject to all applicable State and Federal laws, including rules and regulations established by the F.C.C..

## SECTION 4. LIMITATION OF FRANCHISE:

A) This franchise applies only to the operation of a C.A.T.V. system as provided herein, and does not take the place of any other franchise, license or permit which might be required by Federal, State or local law.

B) In the operation of its system, the Company shall not deprive an inhabitant of any building, by contract or otherwise of any existing right to use an individual or master antenna for the purpose of receiving television signals.



the purpose of receiving television signals.

#### SECTION 5. CHANGE OF OWNERSHIP:

Should the Company sell, assign, or transfer its system or any right under this franchise to another, the Village shall receive written notification within 30 days thereof setting forth the new owner's names, address and phone number.

#### SECTION 6. CONSTRUCTION AND INSTALLATION OF SYSTEM:

Subject to the provision and restriction of this franchise and the regulations of the Village of Dansville, the Company shall have the right:

A) To construct, erect, operate and maintain in, upon, along, across, over and under the public way, poles, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation of C.A.T.V. system in the Village of Dansville.

B) To lease, rent or in any other lawful manner, obtain the use of towers, poles, lines, cables and other equipment and facilities from any and all holders of public licenses and franchises within the limits of the Village and to use same on such terms as can be agreed upon. Existing poles and maintained by local utilities or the Village of Dansville when and where applicable, providing mutually satisfactory rental arrangements can be entered into with said utilities of Village.

#### SECTION 7. CONDITIONS OF PUBLIC WAY OCCUPANCY:

A) All transmission and distribution structures, lines and equipment erected by the Company within the Village shall be so located as to cause minimum interference with the proper use of Village public ways, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said public ways.

B) In case of disturbances or any public way or paved area, the Company shall, at its own cost and expense, replace and restore such public way or paved area in as good condition as it was before the work involving such disturbance was done.

C) If, at any time during the period of this franchise, the Village shall lawfully elect to alter or change the grade of any public ways the Company, upon reasonable notice by the Village, shall remove and relocate its poles, wires, cables, underground conduit, manholes and other fixtures at it's own expense.

D) Any poles or other fixtures place in any public way by the Company shall be placed in such a manner as not to interfere

with the usual travel on such public way.

E) The Company shall, on request of any person holding a building-moving permit issued in the Village, temporarily raise or lower its wires to permit the moving of the buildings. The expense of such temporary raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

F) The Company shall, after receiving approval from the Village have the authority to trim trees upon and hanging over public ways and places in the Village, so as to prevent the branches of such trees from coming in contact with the wires and cables of the C.A.T.V. system. Trimming will be kept to a minimum, and will be treated on a case by case basis.

G) In all sections of the Village where all existing cable or other like facilities of utility companies are presently or subsequently placed underground, the Company shall place its cables or other like facilities underground.

#### SECTION 8. SAFETY REQUIREMENTS:

A) The Company shall at all times employ ordinary care, and shall install and maintain in use, commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisance to the public.

B) The Company shall install and maintain its cables, fixtures, and other equipment in accordance with all applicable Federal, State and local laws, ordinances, codes and rules and regulations, and in such manner that they will not interfere with any installation of the Village or of a public utility serving the Village.

C) All structures and all lines, equipment, and connections, in, over, under, and upon the public ways or places in the Village wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition and in good order and repair.

#### SECTION 9. RIGHT RESERVED TO THE VILLAGE:

A) The Village shall have the right to install and maintain free of charge upon the poles and cables of the Company any wire and pole fixtures necessary for a police or fire alarm system, on the condition that such wire or pole fixtures do not interfere with the C.A.T.V. operations of the company, and that such installation shall be installed in a safe manner, in conformance with State and Village regulations.

B) At the expiration of this franchise or upon its



revocation, as provided for herein, the Village shall have the right to require the Company to remove at its own expense all portions of the C.A.T.V system from all public ways and places within the Village.

#### SECTION 10. MAPS, PLATS AND REPORTS

The Company shall, upon written request from the Village, file with the Village Clerk, true and accurate maps or plats, showing the location of all existing cables, whether leased or owned outright.

#### SECTION 11. CARRIAGE OF SIGNALS:

A) The company shall comply with all rules and regulations of the F.C.C. with respect to the reception, carriage and distribution of signals.

#### SECTION 12. SIGNAL QUALITY REQUIREMENTS:

A) Signals and programs distributed within the Village shall be the same as provided all other communities served by the Company from the headend receiving facility.

#### SECTION 13. OPERATIONS AND MAINTENANCE OF SYSTEM:

A) The Company shall maintain a toll-free telephone, so operated that complaints and requests for repairs or adjustments may be received, and service provided within twenty four (24) hours or less.

B) The Company shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, in so far as is possible, shall be preceded by notice and shall occur during periods of minimum use of the system.

C) The Company shall limit failures to a minimum by locating the correcting malfunctions promptly, but in no event longer than twenty four (24) hours after receiving notice of same, except as provided herein.

#### SECTION 14. RATES:

A) The rates and charges for television and other signals distributed shall be fair and reasonable and shall be consistent with rates charged by the Company to other subscribers to whom service is delivered from the headend receiving facility.

#### SECTION 15. CAPACITY AND COMMENCEMENT OF SYSTEM:

A) The Company shall extend the installation of cables, amplifiers, and related equipment throughout the Village of Dansville. Construction to begin after utility agreements are

negotiated.

B) Initial channel capacity of the system shall be not less than eighteen (18) channels, with the capability of two-way operation with plug-in modules.

C) The Company shall provide Basic service to one outlet in each building of all existing or future police and fire stations, the Village office, and to all public and private schools located within the Village without any charge therefore provided that such buildings shall be along cable constructed. Additional outlets may be added to said public buildings on a time and material basis.

#### SECTION 16. LIABILITY INSURANCE AND INDEMNIFICATION:

A) The Company shall maintain throughout the term of its franchise, liability insurance insuring the Village and the Company with regard to all damages for which the Village and/or the Company may be liable, including, but not limited to, damages arising from the installation, operation, maintenance or removal of the Company's C.A.T.V. system, whether or not any act or omission complained is authorized, allowed or prohibited by this franchise.

B) The liability insurance referred to in the section shall be in the following minimum amounts.

- 1) \$500,000 for property damage resulting from any one (1) accident.
- 2) \$500,000 for bodily injury or death to any one person with a limit of \$1,000,000 for bodily injury or death resulting from any one (1) accident.
- 3) \$500,000 for all other types of liability.
- 4) Worker's Compensation insurance as required by the laws of the State of Michigan.

C) The Company shall save the Village harmless from any and all liability arising out of or by granting of this franchise for the operation of the system hereunder. The Company shall pay for all expenses incurred by the Village in defending itself with regard to all damages and penalties which the Village may be required to pay as a result of this franchise, including, but not limited to, all reasonable investigation, witness and attorney fees.

#### SECTION 17. ANNUAL FRANCHISE FEE:

In consideration hereof, the Company shall pay a fee of up

to three (3) percent of the Basic subscriber revenue during the term of this agreement, on an annual basis.

SECTION 18. SEVERABILITY:

A) If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or the remaining portions thereof.

SECTION 19. EFFECTIVE DATE:

This franchise and the rights, privileges and authority hereby granted shall take effect and be in force upon its execution subject to the franchise submitting to the Village Clerk the insurance certificate required under this franchise agreement.

VILLAGE OF DANSVILLE

BY:

Clayton Johnson Jr.  
VILLAGE PRESIDENT

BY:

Roberta Schlipf  
VILLAGE CLERK

DATE:

Jan. 9, 1989

CENTRAL MICHIGAN CABLE PARTNERSHIP

BY:

[Signature]  
MANAGING GENERAL PARTNER