

AN ORDINANCE GRANTING A FRANCHISE TO CLERMONT SATELITE SERVICE, INC. ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A COMMUNITY CABLE TELEVISION SYSTEM IN THE VILLAGE OF HAMERSVILLE, BROWN COUNTY, OHIO: SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE: PROVIDING FOR VILLAGE REGULATION AND USE OF THE SYSTEM: AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HAMERSVILLE,
THAT:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "Cable Television Ordinance".

SECTION 2. Definitions. For the purpose of this Ordinance the following terms, phrases, words and their deriviations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Grantor" is the Village of Hamersville. Clermont Satellite Service, Inc., and
2. "Company" is/the grantee of rights under this Ordinance.
3. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
4. "Systems" shall mean the entire installation.
5. "Pole Rental" shall mean \$4.50 per pole per year used by Clermont Satellite Service, Inc. and paid to the Village of Hamersville, Ohio.
6. "Gross Receipts" shall mean 3% of the gross receipts received by Clermont Satellite Service, Inc. and shall include but not be limited to income from base service and the base rate, rate charges income and Disney channel income.

SECTION 3. Grant of Authority. There is hereby granted by the Village of Hamersville, Ohio, to the Company the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, alleys, and public ways, now laid out or dedicated, all extensions thereof, and additions thereto, in the Village, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Village of Hamersville, Ohio, of a Community Cable Television System for the interception, sale and distribution of television signals.

Company may assign its rights under this Ordinance with the approval of the Council of the Village of Hamersville for the purpose of mergers, sale of tangible assets, or mortgaging assets. The consent of the Council of the Village of Hamersville shall not be unreasonably withheld.

SECTION 4. Company Liability-Indemnification. It is expressly understood and agreed by and between the Company and the Village that the Company shall save the Village harmless from all loss sustained by the Village on account of any suit from the construction, operation or maintenance on the part of any claim or demand, either by suit or otherwise, made against the Village on account of any activity as aforesaid on the part of the Company. The Company shall carry and pay the cost of the following insurance, in at least the amount indicated for each injury to or death of person and injury to or destruction of property as a result of any accident arising out of the conduct of business or use of premises or any operations which are necessary or incidental thereto, and same to include the Village as a named insured.

(A) One Million (\$1,000,000.00) Dollars blanket coverage to any one person or property for one accident.

SECTION 5. Service Standards. The Company shall maintain and operate its system and render efficient service in accordance with the rules and regulations as set forth in Ordinance.

Notice of Interruption for Repairs. Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall do so at such times as will cause the least amount of inconvenience to its customers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereto to its customers.

SECTION 6. Company Rules. The Company shall have authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonable and necessary to enable the Company to exercise its rights and perform its obligations under this Ordinance and to assure an uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or of any laws or rules of the State of Ohio, and the United States.

SECTION 7. Condition on Street Occupancy.

- (1) The Company's system, poles, wires, and appurtenances shall be located, erected and maintained so that none of it shall endanger or interfere with any improvement that the Village may deem proper to make, or hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, or other public property.
- (2) Construction and maintenance of the transmission distribution system including house connection, shall be in accordance with the provision of the National Electric Safety Code of the National Board of Fire Underwriters, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters and such applicable regulations of the Village affecting electrical installations which may be presently in effect or may be enacted by the Village except the Company shall be free to change their hardware and installation procedure as the art progresses.

- (3) Whenever the activities of the Company shall damage any surface, pavement or sidewalk, the Company shall at its expense restore all such surface, pavement or sidewalk to the satisfaction of the Village. In the event any street or way is altered by the Village requiring the alteration or removal of any part of the Company's system, the Company shall bear the cost of such alteration or removal.
- (4) The Village shall not be liable for damage to the Company's lines caused by its forces while in the conduct of its Village affairs and the Company hereby releases the Village from all claims growing out of said damage.

SECTION 8. Rates. The Company shall not increase the basic rate stated below for a period of two (2) years from the date of the first subscriber. All rates charged by the Company for service hereunder shall be fair and reasonable and designed to meet all necessary costs of the service, including a fair rate of return on the net valuation of its properties devoted thereto, under efficient and economical management. The Company shall advertise and notify the Village sixty (60) days prior to increasing subscriber basic rates.

Rate Schedule:

- (a) Basic Rate: The monthly charge cannot exceed \$10.90 per month for the first two (2) years of operation nor \$2.00 for each additional set or outlet in the same building.
- (b) Pay Charges: \$9.95 per month initially per channel.
- (c) Disney Channel: \$10.95 per month.

SECTION 9A Free Connections and Service. Upon request, Company shall furnish, free of charge, outside connections and service, to all public schools located within the Village and to Village Buildings when other connections are being made within a particular area; provided, however, any and all inside wiring work shall be done at the expense of the school or Village, as the case may be, and provided that a service cable runs in reasonable proximity to such building.

SECTION 9B Payments. Clermont Satellite Service, Inc. shall pay annually the payment being due on or before April 1st of each following year 3% of the gross receipts of each year and also shall pay by the same date \$4.50 per pole per year for the use of poles during the previous year.

SECTION 10 Records and Reports. The Village shall have access at reasonable hours to all of the Company's plans, contracts and engineering, statistical, customer records relating to the property and the operation of the Company and to all other records required to be kept hereunder. The following records and reports shall be filed with the Village and in the local office of the Company.

- (1) Company Rules and Regulations. Copies of such rules, regulations, terms and conditions adopted by the Company for the conduct of its business.

SECTION 11. Terms of Ordinance. Upon continuing and complete performance by the Company of each and every term of this agreement, the permission herein granted shall continue for a term of fifteen (15) years.

SECTION 12. Separability. 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 of the remaining portions hereof.

SECTION 13. Installation Schedule.

- (1) Permits, Licenses and Certificates. Within thirty (30) days after the acceptance of this Ordinance, Grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business including, but not limited to, utility joint-use attachment agreements and permits, licenses, authorizations and certificates to be granted by duly constituted local, state and federal government entities and regul-

atory agencies having jurisdiction over the installation and operation of the system.

- (2) Start of Construction. Within sixty (60) days after obtaining all necessary permits, licenses, authorizations and certificates, and after completion of make-ready work by utility companies in connection with use of utility poles and facilities, Grantee shall commence construction and installation of its system within the Service Area subject to the conditions of the contract, and said work is to be finished by March 31, 1984.
- (3) Initial Rendering of Service. Service shall begin on March 31, 1984, provided, however, that the utility companies make their poles and facilities available to Grantee in a reasonable manner so as to meet this time schedule. The Village may grant a thirty (30) day extension for good cause shown.
- (4) Compliance. Failure of Grantee to commence and diligently pursue each of the foregoing requirements and to abide by and to complete each of the matters set forth herein shall be grounds for terminations and repeal of this Ordinance; provided, however, Grantee shall notify the Village Council as soon as possible of any major delay in meeting the construction schedule established under this Ordinance. Grantee shall not be held in default of this construction schedule if timely completion of any phase or construction is prevented despite Grantee's good faith efforts and because of circumstances beyond Grantee's control, such as Acts of God, war, riot, strikes, labor disturbances of Grantee or others and unavailability of materials. Furthermore, the Village Council, in its discretion, may extend the time for the commencement and completion of construction and installation for additional periods in the event Grantee, acting in good faith, experiences delays by reason of circumstances beyond its control.

SECTION 14. Penalties.

- (1) If the Company shall fail to comply with any of the provisions of this Ordinance or default in any of its obligations in notice from the Village to correct such default or non-compliance, the Village may, at its option, forthwith terminate the rights granted under this Ordinance. In the event that the Village terminates this Ordinance, in whole or in part, the Company shall within sixty (60) days remove its facilities, and in the event the Company does not remove its facilities within sixty (60) days, the Village may do so, the removal costs to be borne, in any event, by the Company.
- (2) Failure to enforce or insist upon compliance with any of the terms or conditions of this Ordinance shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 15. Channels Available. The Company shall install a system capable of distributing thirty (30) channels.

SECTION 16. Activities Prohibited. The Company shall not allow its cable or other operations to interfere with television reception of persons not served by the cable, nor shall it interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the Village. The Company shall not perform repair services to television sets and shall not permit any of its employees, installers, or servicemen to perform such services on their own.

SECTION 17. Ordinance. The Mayor and Clerk are authorized to execute any contract required by Clermont Satellite Service, Inc. that complies with this Ordinance.

SECTION 18. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

DATE: 12-5-83

Charlotte Abner, Mayor

ATTEST: Kay Elliott: Clerk