

ORDINANCE NO. 27

AN ORDINANCE GRANTING A FRANCHISE TO
CABLEVISION ENTERPRISES OF TENNESSEE, INC.
ITS SUCESSORS AND ASSIGNS, TO OWN, OPERATE
AND MAINTAIN A CABLE TELEVISION SYSTEM IN
THE TOWN OF ASHLAND CITY, SETTING FORTH
CONDITIONS ACCOMPANYING THE GRANT OR FRAN-
CHISE; AND PROVIDING FOR REGULATIONS AND USE
OF SAID SYSTEM BY SAID TOWN.

BE IT ORDAINED by the Council of the Town of Ashland City, Tennessee:

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

SECTION 2: Definitions. For the Purpose of this Ordinance, the
following terms, phrases, words and their derivation shall have the
meaning given herein, unless the context clearly indicated that a
different meaning is intended. When not inconsistent with the context,
words used in the present tense include the future tense, 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) "Cable Television System" or "Systems" shall mean a system of
antennas, cables, wires, lines, towers, wave guides, or any other
conductors, convertors, equipment or facilities, designed and constructed
for the purpose of producing , receiving, amplifying and distributing
audio, video, and other forms of electronic electrical signals, includ-
ing the necessary auxiliary equipment that could be altered to provide
two-way capability return service, located in the City of Ashland City.

(2) "City" is the City of Ashland City, in the County of Cheatham,
in the State of Tennessee.

(3) "Company" is the grantee of rights under this Ordinance
awarding a franchise and is known as Cablevision Enterprises of Tennessee, Inc.

conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the City of a Cable Television System for the purpose of distributing television and radio signals, and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth. The right so granted is subject to the restrictions hereinafter contained and set forth in this Ordinance and further is subject to such reasonable conditions and restrictions as hereinafter may be imposed by the City

SECTION 4: Liability and Indemnification. The Company shall pay, and by its acceptance of this franchise the Company expressly agrees that it will pay, all damages and penalties and other costs, including reasonable attorney's fees, which the City may legally be required to pay or which the City may incur as a result of the Company's negligence in the installation, operation, or maintenance of the Cable Television System authorized herein. The City shall notify the Company's representative in the City within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, on account of any negligence of contract as aforesaid on the part of the Company. The Company shall carry and pay the cost of the following liability insurance in support of its undertaking to hold the City harmless from loss sustained by the City on account of the negligence of the Company, in at least the amounts indicated below for the injury to or death of persons and injury to or destruction of property:

- (1) \$100,000.00 for property damage to any one person.
- (2) \$200,000.00 for property damage in any one accident.
- (3) \$100,000.00 for personal injury to any one person.
- (4) \$300,000.00 for personal injury in any one accident.
- (5) \$1,000,000.00 umbrella liability coverage.

In addition, the Company agrees to hold the City harmless and protect

agencies regarding the furnishing of gas and/or water and sewage services, if available. The Company may enter into one or more contracts with the City, or other appropriate agencies, including Cumberland Electric Membership Corporation and South Central Bell, or the owner or lessee of any poles located within the City to whatever extent such contract or contracts may be expedient and of advantage to the Company in furnishing the service covered by this franchise to its customers.

(2) The Company's system, poles, wires and appurtenances shall be located, erected and maintained so that none of the facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make, or hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, easements or public property.

(3) If at any time during the period of the franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the Company, upon reasonable notice by the City, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

(4) The Company shall on the request of any person holding a building permit issued by the City, temporarily raise or lower its wires or relocate such wires if the circumstances so necessitate to permit the moving of buildings or the construction of any buildings. The expense of such removal, relocation or 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.

(5) The Company shall provide a copy of the plans and specifications for all construction within, upon or adjacent to City streets, alleys, or other public ways and places, and shall deliver a copy of such plans and specifications to the City Superintendent and to any other person or official requested by the Board of Mayor and Aldermen to receive such plans, for review at least thirty (30) days prior to the start of construction. The City Superintendent shall present such plans and specifications to appropriate City officials, who shall review and approve the plans and specifications. The approval of the City Coordinator or Board of Mayor and Aldermen shall be necessary before the

an annual accounting of all Company books and financial records, which accounting shall be certified by an independent Certified Public Accountant. The annual accounting shall be furnished the City within ninety (90) days subsequent to the close of each fiscal year of the Company. If within such time the Company shall fail to furnish the City such accounting, the City shall have the right to demand an annual audit of all Company books and financial records by an independent Certified Public Accountant who shall conduct such audit and shall certify the annual reports furnished by the Company to the City according to general accepted accounting principles, and such audit (s) shall be conducted at the expense and with the full cooperation of the Company.

The Company shall supply the City with copies of all records, reports, and documents relating to the operation, management and financial status of said Company and required by any City, State or federal agency.

Any false entry in the Books of account or records submitted, or false statement in any reports to the Board of Mayor and Aldermen or its representatives as to a material fact, knowingly made by this Company, shall be considered a breach of a material provision of the franchise.

SECTION 9: Rates. The Company's initial rates for service rendered to normal residential and commercial customers shall not exceed the following schedule:

	<u>Residential</u>	<u>Commercial</u>
Installation	\$15.00	Time and Material
2nd Set Installation at Same Time or Relocation	N/C	Time and Material
Monthly Service Charge for Basic 21 Channel Service for 1st Set	\$8.50	\$10.00
Monthly Service Charge for Optional Expanded Service For 1st Set	1st Movie \$8.50 2nd Movie \$8.50	Same as residential

the event that said subscriber has made an annual payment in advance, a similar portion of said payment shall be refunded by the Company.

SECTION 10: Sanctions and Procedures for Enforcement. (1) The Company shall, within thirty (30) days after the award fo the franchise under this Ordinance, file with the City Recorder a Performance Bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) payable to the City, conditioned on the Company's starting construction and providing the required services within the time schedules set forth in Section 14 herein, except for delays of installation of cable or equipment caused by acts beyond the control of the Company, such as acts of God, floods, fires, earthquakes, strikes and determinations by any governmental agency. The Bond shall be in a form as may be approved by the City, and such approval shall extend to an approval of the surety thereon. Funds represented by this Bond shall be recoverable by the City in case of noncompliance by the Company, its assignees, vendees, lessees or successors in interest. Further, funds represented by this bond shall be recoverable by the City in the event that the City shall cancel the franchise granted herein pursuant to paragraph (4) of this Section 10.;

(2) The City shall have the right to conduct any inquiry, reoceedings, or investigation into the operation, management, or the financial condition of the Company, and such inquiry, proceedings and investigation shall be directed pursuant to instructions from the Board of Mayor and Aldermen;

(3) The Board of Mayor and Aldermen shall have the right to conduct any proceeding, investigation, or other such inquiry into the operation and management of the Company, into the financial condition of the Company, including any action regarding an increase in subscription rates, and into the legal, character, technical and other qualifications of the Company. Any proceeding, investigation or other such inquiry shall be conducted pursuant to a resolution by the Board of Mayor and Aldermen, and such resolution shall be adopted subsequent to a public hearing, at which time the Board of Mayor and Aldermen shall hear all comments and shall receive all written opinions regarding the operation and management of the Company, regarding the financial condition of the Company, and regarding the legal, character. technical and other qualifications of the Company. Public

Ordinance and whether it will agree to be bound by the provisions of this Ordinance, and shall make known such determinations to the City.

SECTION 12: Abandonment. (a) If the Company ceases to use any part of the system located on public property or public easements for a period of twelve (12) months, or if any portion of the system has been installed on public property or easements contrary to the requirements of this Ordinance it shall be considered abandoned property. Abandonment shall also be presumed when the Company's franchise has been terminated, cancelled or expired, or when the Company has ceased to operate the system and no employee, officer or agent can be found in the City of Ashland City.

(b) Then the City deems any portion of the system to be abandoned it shall notify the Company by a letter addressed to the Company's Ashland City office of the classification of the portion of the system considered abandoned.

(c) The Company may for a period of ninety (90) days after the mailing of the notice request a hearing before the Board of Mayor and Aldermen to request a change in system or permission to remove from the system items of significant value if removal does not damage equipment to be abandoned in place.

(d) The City may further require the Company to remove the abandoned property or may dispose of the property at the expense of the Company or may appropriate the property to the use of the City or any other Company.

SECTION 13. The Franchise Terms. The franchise granted the Company herein shall terminate fifteen (15) years from date of grant, subject to renewal for periods of reasonable duration on the same terms and conditions as contained herein or on such different or additional terms and conditions as may be lawfully specified by the Board of Mayor and Aldermen and as are not inconsistent with the applicable requirements of the Federal Communications Commission. No renewal hereof shall be granted unless authorized by the City following a public hearing held in accordance with the provisions of Section 10 (3) hereof

of CATV Systems, or their associated micro-wave transmission facilities.

(2) Within one (1) year from the date the Federal Communications Commission certifies that the Company's plans for cable television operations in and for the City comply with its rules and regulations governing cable television, the Company shall extend energized trunk cable and shall provide service capability in accordance with the provisions of Appendix of this Ordinance.

(3) During the existence of this franchise and any subsequent renewals thereof, the Company shall continue to extend cable television service to those areas that subsequently become incorporated into the City. Such extension of service shall be provided on a nondiscriminatory basis and shall be provided within such time as the Board of Mayor and Aldermen shall determine.

SECTION 17: Free Extensions of Facilities to Public Schools and Public Buildings. The Company shall furnish its service free of charge to all public schools as well as public buildings, and facilities in the City. Major trunk and distribution cables will be routed near these installations, where possible, or where the cable system is in the area, feeder lines will be extended to a service point outside the school or public building. All attachments to public schools and public buildings and facilities shall be at the Company's expense, but distributions of the system within these buildings shall be at the expense of the schools or responsible public agencies. It is further understood that services to public schools and public buildings and facilities will be supplied in a logical extension of the system into each area rather than construction specifically service a public school, because of the costs and extended time required to build a complete system.

SECTION 18: Two-Way Capability or Return Service. Subsequent to a public hearing to which the Company is a necessary party, the Board of Mayor and Aldermen shall be empowered to direct the Company to offer its subscribers the availability of two-way capability or return service. When offered, activation of the return service must always be at the option of the subscriber.

SECTION 19: Modification of FCC Rules. To the extent applicable

franchise and to further consider any other factors revelant in determining whether to renew said franchise. If this franchise is renewed by the City, all of the terms and provisions contained herein and any subsequent amendments or modifications hereof shall be controlling during the renewal period.

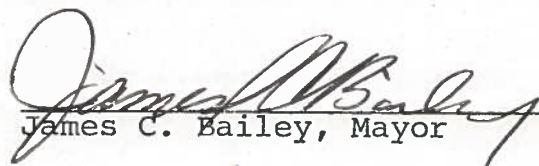
SECTION 25: Amendments. The City shall have the right and the power to amend the terms of the franchise granted hereby at any time during the life of the franchise, including any extentions thereof, which right and power shall extend to any and all provisions of the franchising Ordinance.

SECTION 26: Severability. 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 seperate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

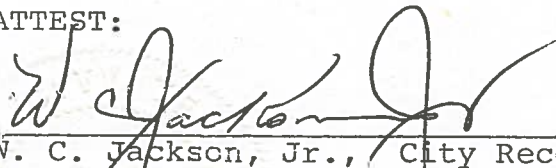
SECTION 27: Ordinances Repealed. All ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 28: BE IT FINALLY ORDAINED that this Ordinance take effect from the date it shall have been passed by the Board of Mayor and Aldermen, certified and delivered, to the Mayor in writing by the City Recorder or other appropriate official, and become effective as otherwise provided by law.

City Of Ashland City


James C. Bailey, Mayor

ATTEST:


W. C. Jackson, Jr., City Recorder

Passed First Reading:

October 13, 1981

Ammendments to Ordinance 27 before Second Reading

Title Insert Name of Company:

Cablevision Enterprises of Tennessee, Inc.

Page 1 Insert Name of Company:

Cablevision Enterprises of Tennessee, Inc.

Page 2; Section Three: Insert Information on Public Hearing

..... franchise herin granted was held on the 10th day of November, 1981 at 6:30 P.M. at City Hall.....

Section 9

Page 7 Insert Rate Structure and date of change for initial rates

SECTION 9: Rates. The Company's initial rates for service rendered to normal residential and commercial customers shall not exceed the following schedule:

	<u>Residential</u>	<u>Commercial</u>
Installation	\$15.00	Time and Material
2nd Set Installation at Same Time or Relocation	N/C	Time and Material
Monthly Service Charge for Basic 2L Channel Service for 1st Set	\$8.50	\$10.00
Monthly Service Charge for Optional Expanded Service For 1st Set	1st Movie \$8.50 2nd Movie \$8.50	Same as residential
Monthly Service Charge for 2nd and each additional set, regardless of whether Customer has Optional Expanded Service	4.00	Same as residential

The Company's initial rates for service rendered to normal residential and commercial customers as set forth above shall not be changed prior to December 31, 1983. All rates and charges to subscribers for similar subscriber services shall be uniform and non-discriminatory to persons of like classes, under similar circum-

CONTRACT OF ACCEPTANCE

This contract of acceptance entered into on this the 18th day of January, 1982, by and between Ashland City, Tennessee (hereinafter "City"), and CABLEVISION ENTERPRISES OF TENNESSEE, INCORPORATED (hereinafter "CET"),

WHEREAS, the Board of Mayor and Alderman of the City have certified, approved, and delivered Ordinance No. 27, cited as "City of Ashland City Cable Television Ordinance", whereby CET was granted a franchise to construct a "Cable Television System" within the corporate limits of the City; and,

WHEREAS, the CET, is desirous of accepting this franchise, complying with the terms of the ordinance, and contracting with the City for the purpose of constructing a "Cable Television System", in the City pursuant to said ordinance.

NOW THEREFORE, for and in consideration of the mutual promises, terms, and conditions contained in said ordinance, CET hereby accepts the franchise as hereinabove described, and contracts with the City to perform all the obligations, terms, conditions, and directives, contained in said ordinance.

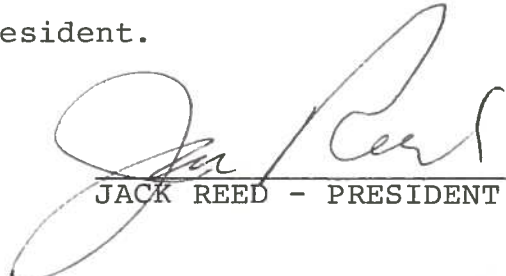
IN WITNESS WHEREOF, we have set our hands and seals on the day and date first written.

CABLEVISION ENTERPRISES OF TENNESSEE, INC.

By: 
JACK REED - PRESIDENT

STATE OF TENNESSEE
COUNTY OF DICKSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Jack Reed, with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of Cablevision Enterprises of Tennessee, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Jack Reed as such President.



JACK REED - PRESIDENT

Witness my hand and official seal at office at Dickson, Tennessee on this the 18th day of January, 1982.



NOTARY PUBLIC

My Commission Expires: 11-9-83