

THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

ORDINANCE 93- 3

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR CABLE TELEVISION SERVICE TO PART OR ALL OF UNINCORPORATED FRANKLIN COUNTY TO PINE VIEW CABLE, INC., PRESENTLY OF VALDOSTA, GEORGIA, TO ERECT, MAINTAIN AND OPERATE UNDER THE STREETS, ROADS AND OTHER COUNTY OWNED PROPERTY OR RIGHTS OF WAY; PROVIDING FOR CHARGE TO BE PAID FOR SERVICES OF PINE VIEW CABLE; PROVIDING FOR TERMINATION OF SUCH FRANCHISE AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE

NOW, therefore, be it enacted by the FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that a NON-EXCLUSIVE FRANCHISE be granted as follows:

WHEREAS, Pine View Cable, Inc., has requested a non-exclusive franchise to provide cable distribution services throughout unincorporated Franklin County, Florida.

WHEREAS, the Franklin County Board of County Commissioners conducted a public hearing to consider enacting an ordinance granting such franchise; and

WHEREAS, the Franklin County Board of County Commissioners finds it to be in the public interest to grant such a franchise.

SECTION 1. To the extent that the same may be lawfully given, and upon the conditions herein set forth, the non-exclusive right one and the same is hereby granted by the Board of the County Commissioners of Franklin County, Florida, (hereinafter referred to as the Board of County Commissioners) to Pine View Cable, Inc. (hereinafter referred to as the Company) to construct, operate, and maintain transmission and distribution facilities, including, but not limited to, cable, wires, and other appurtenances and additions thereto, all cable underground the streets, lanes, alleyways, avenues, sidewalks, bridges, tunnels, highways, parking lots and other public places in the non-exclusive franchise area, and subsequent additions thereto, for the purpose of transmission by cable and distribution of television impulses and television energy for sales to the inhabitants of the area and other purposes under the terms and conditions hereinafter set forth, (The "CATV System").

SECTION 2. The Company shall procure any and all easements, rights of way covenants, grants, certifications of approval and permits which may be required from any private persons or corporations or from any federal, state, municipal or other governmental authority and from the utility companies presently operating in the granted non-exclusive franchise areas, or subsequent areas, for or in connection with the placing, maintaining, or using of the attachments and the television cable herein referred to or the granting of this right.

SECTION 3. (A) The Company agrees to maintain and keep in full force and effect at all times during the term of this non-exclusive franchise sufficient liability insurance coverage to protect the Board of County Commissioners against any such claims, suits, judgements, executions or demands in a sum not less than \$300,000 per person in any one claim, \$500,000 as to any one accident or occurrence, and not less than \$100,000 for property damage as to any one accident or occurrence, provided, however, that the Board of County Commissioners shall notify the Company in writing within thirty (30) days after the notice of presentation of any claim or demand either by suit or otherwise, made against the Board of County Commissioners on account of or arising out of any act or omission connected with the operation of this non-exclusive franchise. The Board of County Commissioners shall be named as an insured or as an additional insured under the terms and provisions of the policy to be maintained by the Company.

(B) The Company shall also maintain in full force and effect throughout the duration of this non-exclusive franchise sufficient worker's compensation insurance coverage to adequately and fully protect its agents and employees as required by law and shall provide copies of the same to the Board of County Commissioners.

SECTION 4. All the Company's attachments and installations shall be made and maintained at the Company's sole expense, in safe condition and thorough repair and manner as shall be approved by the Board of County Commissioners. At receipt of notice at the time from the Board of County Commissioners that the attachments interfere with Board of County Commissioners' property, endanger its employees or the public, or interfere with the primary use and purpose of said Board of County Commissioners' property or highways, the CATV company shall at its own expense remove, alter, rearrange, improve or repair such attachments in such manner as the Board of County Commissioners may reasonably direct.

SECTION 5. The Company shall indemnify and save harmless the Board of County Commissioners at all times during the term of this non-exclusive franchise from and against any and all losses resulting from injuries or damage to persons or property including injuries to the employees of the Board of County Commissioners or damage to the property of the Board of County Commissioners arising out of the negligent actions or omissions of the Company or its agents while engaged in the work of constructing, operating, or maintaining the CATV system. Further, the Company agrees to defend, fully indemnify and to save harmless the Board of County Commissioners from and against all claims and demands on account of license or copyright infringements or violations of any transmittal rules and regulations of the Federal Communications Commission (FCC), provided, however, that the Board of County Commissioners shall notify the company in writing within thirty (30) days after notice of presentation of any claim or demand either by suit or otherwise, made against the Board of County Commissioners on account of or arising out of any act or omission connected with the operation of this non-exclusive franchise. The term indemnity as used

in this section shall include all damages, costs, or expenses including reasonable attorney fees incurred by the Board of County Commissioners. Within thirty (30) days after this non-exclusive franchise becomes effective, the Company shall file with the Board of County Commissioners and maintain on file throughout the term of this non-exclusive franchise, a certificate of liability insurance, issued by a Company duly authorized to do business in this state, insuring the Board of County Commissioners and the Company, with due respect to the installation, operating, and maintenance of the system.

SECTION 6. (A) The Company shall charge the following rates for basic service:

(1) Connection Charges:

Connection of one outlet..... \$40.00  
(During its first 30 days of full service, the Company shall provide the connection of one outlet to subscribers for \$30.00)  
Connection of additional outlets (each).....15.00  
  
Reconnection charge.....25.00  
(If due to involuntary disconnect)

(2) Monthly Service Charge:

Monthly service charge (basic).....\$20.00  
Premium channels (each).....11.00

(3) Hotel and Motel Rates:

Installation charge - Minimum \$150.00, Maximum \$300.00  
Per room unit charge (basic).....5.00  
Premium channels (each)

(4) The Company agrees to connect one outlet without charge for the Board of County Commissioners and provide BASIC service without charge to each of the following locations:

- (a) Sheriff's Department
- (b) Fire Department
- (c) County Schools

All charges are subject to applicable sales tax.

(B) The Company shall have the right to increase the subscriber rates one year from the date hereof; 07 / 06 / 93 hereafter referred to as contract year. The Company shall have the right to increase the subscriber rates for service by a maximum amount of five (5) percent on the first anniversary of the date hereof. Thereafter, the Company shall have the right to increase the subscriber rate for service by maximum amount of five (5) percent per year. Provided, however, that the second year of this non-exclusive franchise shall not be counted in any such carry forward. The Company shall not be entitled to increase the subscriber rates for service in any one contract year by more than five (5) percent. For example: if the Company has not increased the

subscriber rates for service in three consecutive years, the Company shall only be entitled to increase the subscriber rates for service by five (5) percent. Notwithstanding the foregoing, the Company shall always have the right to increase the subscriber rates for service with the prior written approval of the Board of County Commissioners Board of Directors; provided, however, that upon submission to the Board of County Commissioners of a formal written notice by the Company for approval of increased rates for service in excess of the percentages set forth above, such rates shall not become effective for forty-five (45) days after such formal notice to the Board of County Commissioners of such increase by the Company, and after a duly noticed meeting of the Board of Directors affording all interested parties an opportunity to be heard, except that in the event that the Board of County Commissioners fails to approve or disapprove the rate increase within the forty-five (45) day period, such increase shall be deemed approved and shall be effective at the end of the forty-five (45) date notice period.

(C) Should service be disrupted for 72 hours or more, the Company agrees to discount the monthly charge for the period the subscriber was without service.

SECTION 7. If a television signal converter is required in order to provide additional television channels, signals and/or services to the subscribers, it shall be provided at a one time charge at no more than the Company's cost for providing the converter to the subscriber.

SECTION 8. There shall be no charge for 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 thirty (30) days after the due date of said delinquent fee or charge.

SECTION 9. (A) The Company's service to subscribers will consist of no less than thirty-six (36) channels with the capacity to expand to sixty (60) channels: twenty-seven (27) basic channels, four (4) premium channels, and five (5) off-air channels. The Company agrees to add a minimum of one (1) channel per year after the first full contract year.

(B) The Company shall extend energized trunk cable to and have available full basic cable television service for one hundred percent (100%) of the area to be serviced within three hundred and sixty five (365) days of the granting of this non-exclusive franchise. This construction schedule shall be extended for delays or interruptions which, to the satisfaction of the Board of County Commissioners, are shown to have been reasonably beyond the control of the Company, including but not limited to, any delay in obtaining equipment due to market availability or obtaining the necessary authorization to place its cable.

SECTION 10. In consideration of the foregoing right and privileges, the Company agrees to the following terms and conditions:

(A) Neither the Company or any of its agents or employees shall at any time repair, attempt to repair, sell or attempt to sell television or radio sets or parts thereto; nor shall they recommend or solicit business for any television or radio dealers or repairman; provided however, that this provision shall not apply to the routine operation and maintenance of the CATV System and service therewith.

(B) The Company shall grant to the Board of County Commissioners the use of its facilities in case of emergency, such emergency to be determined by the Chairman of the Board of County Commissioners or the County Emergency Management Director.

(C) The Company shall have reasonable authority to trim trees upon, abutting, and overhanging all streets, alleys, easement, and other areas where the CATV System may from time to time be located in public places of the Board of County Commissioners so as to prevent the branches of such trees from coming into contact with or otherwise interfering with the facilities and service of the Company to the extent that the Board of County Commissioners has the right to authorize the same. All cable will be installed underground. All environmental regulations will be observed.

(D) If, at any time, the Board of County Commissioners should elect to alter or change the grade of any street, sidewalk, alley, or public way, the Company, upon reasonable notice, shall remove, relay and relocate, as necessary, its wires, cable, underground conduits, and other fixtures at the Company's sole cost and expense, provided however, that the Board of County Commissioners shall in no way be liable to the Company or any other party or person for damage to any of the property of the Company including, without limitation, that above listed.

(E) The Company during installation, maintenance, and operation of its television transmission and distribution system, must guard and protect any opening or obstruction in the street or other public places by placing adequate barriers, fences or boarding, the bounds of which shall be clearly marked by warning lights during the period of dusk and darkness.

(F) The Company agrees to restore to as good a condition, as determined by the Board of County Commissioners, before entry, any pavement, sidewalk or other improvement of any street, avenue, alley, or other public place disturbed by the Company. The Company agrees to follow county rules and ordinances relating to use of county rights of way.

(G) Upon completion of the construction of the system, the Company, at its sole expense, shall furnish the Board of County Commissioners with two (2) complete copies of the maps of the system, as built, showing the location of its lines and equipment, and one reproducible copy.

(H) The Company agrees to maintain high quality transmission of television signals, free from visible and audible noises and distortion on standard television receivers in good repair to all subscribers to

the system. Such quality performance by the Company shall, at least, comply with the technical standards of quality set forth by the Federal Communication Commission rules.

SECTION 11. (A) The Board of County Commissioners shall give written notice to the Company of any alleged violation of any covenant in this non-exclusive franchise, specifying the nature of the violation and the specific section or sections of this non-exclusive franchise which have allegedly been violated. The Board of County Commissioners shall allow the Company at least ninety (90) days to remedy the condition complained of prior to cancellation by the Board of County Commissioners of this non-exclusive franchise for breach of any covenant hereunder.

(B) The Company shall maintain an office in Franklin County prior to providing service to customers. The Company shall expeditiously investigate and resolve all subscriber complaints concerning the operation of the CATV System, normally within twenty-four (24) hours but not later than forty-eight (48) hours, except in cases of emergencies. A record shall be made of all complaints received showing the name of the complaining party, the complaint and the action taken to rectify the complaint. If requested by the Board of County Commissioners, the Company shall submit copies of such records to the Board of County Commissioners. The resolution of these complaints shall be fair and equitable and shall be subject to the review of the Board of County Commissioners. The Board of County Commissioners shall have the right to inspect the records and other facilities of the Company in order to determine all facts involved in complaints which are brought to their attention.

(C) The Company shall abide by all provisions set forth by the Board of County Commissioners and shall abide by all regulations of the Federal Communications Commission and other governmental regulatory bodies, as now enacted or as subsequently amended, and the same are incorporated herein by reference.

SECTION 12. Should the Company fail to abide by any of the terms and conditions of this non-exclusive franchise to be performed by it, or fail to give satisfactory service to its customers, then the Board of County Commissioners shall give written notice to the Company of any such failure specifying the nature of the violation and suggesting the corrective action that the Board of County Commissioners deems the Company should take. The Company shall have ninety (90) days from the receipt of such notice in which to remedy any such violation to the satisfaction of the Board of County Commissioners. Should the Company fail to correct any such violation within the aforesaid ninety (90) day period, then the Board of County Commissioners shall hold a meeting of the Board of Directors concerning the particular violation, and after giving the Company opportunity to be heard and submit evidence in its behalf, may take appropriate action, which may include cancellation of the non-exclusive franchise after which the same shall be null and void.

SECTION 13. The Board of County Commissioners shall not permit any individual or company to provide service similar to those of the Company without first having secured a non-exclusive franchise from the Board County. The Board of County Commissioners shall not grant a non-exclusive franchise to individuals or companies offering or furnishing services similar to those of the Company on terms and conditions more favorable to such individuals or companies than those contained herein, unless this non-exclusive franchise is amended to provide for comparable terms and conditions in favor of Company. This instrument shall serve as the only agreement between the Board of County Commissioners and the Company. This agreement may be modified with such modification being reduced to writing. All modified and future agreements will be incorporated into this document.

SECTION 14. Upon continuing full and complete performance by the Company of each and every term of this non-exclusive franchise the right herein granted shall continue for a term of ten (10) years from the effective date of this non-exclusive franchise. At the ninth (9th) year, the Board of County Commissioners' Committee and the Company shall start negotiations for renewal of non-exclusive franchise.

SECTION 15. The Company shall pay to the Board of County Commissioners of Franklin County, Florida franchise fees in the amount of five (5) percent of the Company's gross annual subscriber revenues from basic cable television service. Payment of franchise fees will begin at the beginning of second (2nd) contract date of non-exclusive franchise. All franchise fees to be paid by the Company shall be paid quarterly within twenty (20) days after the close of its accounting quarter. Each payment shall be accompanied by a certification of the Company's gross revenues from basic service. The Company shall make its books and records pertaining to gross revenues available for inspection at all reasonable times to the County Commission.

SECTION 16. The Company agrees to abide by all provisions set forth in local county ordinances and all regulations of the FCC and other governmental regulatory bodies, as now enacted or as subsequently enacted and the same are incorporated herein by reference.

SECTION 17. All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

Board of County Commissioners  
of Franklin, County, Florida  
P.O. Box 340  
Apalachicola, FL 32329

Pine View Cable  
P.O. Box 5208  
Valdosta, GA 31603

Any party to this non-exclusive franchise may change the address to which all communications and notices may be sent by addressing notices of such change in the manner provided hereunder.

SECTION 18. This non-exclusive franchise is hereby declared to be a measure in the interest of the public peace, health, welfare, and safety, and shall therefore go into immediate effect upon the passage and adoption of this non-exclusive franchise.

SECTION 19. This ordinance shall take effect immediately upon its passage when notice of receipt of same is received by the county from the Secretary of State of Florida.

This ordinance is adopted as of this 6th day of July, 1993.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY FLORIDA

BY: Burford E. Brant  
CHAIRMAN OF THE BOARD

BY: Kendall Wade Legg  
CLERK OF COURT

PINE VIEW CABLE, INC.  
BY: Charles Sumner  
CHARLES SUMNER, PRESIDENT

BY: Tom Holt  
TOM HOLT, SECRETARY

