

General Ordinance No. 35, 1965

AN ORDINANCE APPROVING AND AUTHORIZING A CONTRACT FOR THE INSTALLATION AND MAINTENANCE OF A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE TOWN OF VERNON, INDIANA.

WHEREAS, a contract has been submitted to the Mayor and Town Council of the Town of Vernon, Indiana, proposing to furnish a Community Antenna Television Service (commonly and hereinafter referred to as CATV) to said Town; and

WHEREAS, said contract has been submitted to the Town Council of said Town for examination and approval; and

WHEREAS, after a careful examination said Council has found and now determines that it would be in the best interest of the citizens of the Town of Vernon, Indiana, that it approve the CATV contract submitted by Columbus Communications Corporation.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION 1. That the CATV contract submitted by Columbus Communications Corporation to the Town Council of Vernon, Indiana, a copy of which is attached hereto, made a part hereof, and marked "Exhibit A" shall be, and is hereby, expressly approved.

SECTION 2. That the Mayor and Town Council of the Town of Vernon, Indiana, are hereby authorized to execute and enter into said contract on behalf of the Town of Vernon.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage.

Passed and enacted by the Town Council of the Town of Vernon, Indiana, this 4th day of June, 1965.

Keith Jones  
Member of Town Council

James Detraz  
Member of Town Council

Jim Poy  
Member of Town Council

Approved by me this 4th day of June, 1965.

James R. Plunk Meyer  
Mayor of the Town of Vernon, Indiana

Attest:

Alyse Steub  
Clerk of the Town of Vernon, Indiana



"EXHIBIT A"

AGREEMENT

THIS AGREEMENT, made and entered into on the 4th day of June, 1965, by and between COLUMBUS COMMUNICATIONS CORPORATION, an Indiana Corporation, with its office and principal place of business in the City of Columbus, Indiana, hereinafter designated as "COMPANY", and the Town of VERNON, INDIANA, hereinafter designated as "TOWN".

WITNESSETH: That,

WHEREAS, the Town of Vernon, Indiana, desires to grant to the COMPANY the right to construct, erect, maintain, and use wires, lines, cables, conduits, poles and appurtenances thereto and to operate television and radio transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, alleys, bridges and other public places in the Town of Vernon, Indiana, and subsequent additions thereto for the purpose of transmission and distribution of audio signals and visual images or the separate transmission of either of them in accordance with the laws and regulations of the United States of America and the State of Indiana, and the ordinances and regulations of the Town of Vernon, Indiana, for a period of twenty-five (25) years, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Town Council of the Town of Vernon has heretofore enacted an Ordinance granting unto the COMPANY an exclusive franchise granting unto said COMPANY the right to enter into such an agreement with the Town Council and Mayor of the Town of Vernon.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained it is expressly and mutually agreed by and between the parties hereto as follows:

1. COMPANY is hereby granted the right, privilege and authority to lease, rent, or in any other 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 corporate limits of the Town of Vernon, Indiana, including, but not limited to the Indiana Telephone Corporation and the Public Service Company of Indiana, Inc., and to use such towers, poles, lines, cables and other equipment and facilities subject to all existing ordinances and regulations of said Town. The poles used for the COMPANY'S distribution system shall be those erected and maintained by the Indiana Telephone Corporation and Public Service Company of Indiana, Inc. when and where practicable, providing mutually satisfactory rental agreements can be entered into with said companies.

2. The COMPANY shall have the right to erect and maintain its own poles as may be necessary for the proper construction and maintenance of the television distribution system with the approval of locating poles by the Town Engineer of said Town. The COMPANY'S transmission and distribution system poles, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct free use of the streets, alleys, bridges, or other public property. Any removal of said poles necessary to avoid such interference will be made at the TOWN'S request. The construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters and such applicable ordinances and regulations of the Town affecting electrical installations which may presently be in effect or hereafter in effect. All installations shall be of a permanent nature and shall be durable and installed in accordance with good engineering practice, and shall be of a height to comply with all of the existing Town regulations, ordinances and state laws so as not to interfere in any manner with the right of public or individual property owner and shall not interfere with the travel and

use of public places by the public and during the construction, repair, or removal thereof shall not unnecessarily obstruct or impede traffic. No underground cable or conduit shall be placed by the COMPANY under any street, alley or public place unless through one of the aforesaid utilities existing conduits or conduits which such utilities might have the right to install and providing mutually satisfactory agreement can be reached with the utilities, without the express written consent of the Town Council of the Town and in accordance with existing ordinances and regulations of the Town.

3. All excavation or openings made by the COMPANY in or along any street, alley or other public place shall be repaired to the condition which they previously existed by the COMPANY.

4. In the maintenance and operation of its television transmission and distribution system in the streets, alleys or other public places, and in the course of any new construction or addition to its facilities, the COMPANY shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by the COMPANY in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boardings, the bounds of which, during periods of dusk and darkness, shall be clearly designated by red warning lights.

5. The COMPANY shall grant to the TOWN, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to the COMPANY, insofar as it may be done without interfering with the free use and enjoyment of the COMPANY'S own wires and fixtures, and the TOWN shall hold the COMPANY harmless from any and all actions, causes of action, or damage caused by the placing of the TOWN'S wires or appurtenances upon the poles of the COMPANY. Proper regard shall be given to all existing safety rules governing construction and maintenance in effect at the time of construction.

6. The COMPANY shall indemnify, protect and save harmless the TOWN from and against losses and physical damages to property, and bodily injury or death to persons, including payments made under any Workmen's Compensation Law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles with the TOWN, or by any act of the COMPANY, its agents or employees. The COMPANY shall carry insurance to protect the parties hereto from and against all claims, demands, actions, judgements, costs, expenses and liabilities which may arise or result directly or indirectly from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall be not less than Fifty Thousand Dollars (\$50,000.00) as to any one accident and not less than Two Hundred Thousand Dollars (\$200,000.00) aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than One Hundred Thousand Dollars (\$100,000.00) as to any one person and no less than Three Hundred Thousand Dollars (\$300,000.00) as to any one accident. The COMPANY shall also carry such insurance as it deems necessary to protect it from all claims under the Workmen's Compensation Laws in effect that may be applicable to the COMPANY. All insurance required by this agreement shall be and remain in full force and effect for the entire life of this agreement. Said policy or policies of insurance or a certified copy or copies thereof shall be approved by the Mayor of said Town and then deposited with and kept on file by the Clerk.

7. Nothing herewith contained shall in anywise be construed to change, alter or limit the height of any private television antenna or tower now or hereafter erected appurtenant to residential television reception equipment, and all operations and installations of the COMPANY pursuant hereto shall be conducted and effected in such manner and form as not to interfere with normal television reception. Neither shall anything herein contained be constructed to preclude any person from utilizing his own equipment for television reception. The COMPANY agrees that neither it nor its employees or agents shall sell, lease, or service television sets or antennas. Any service to be performed by the COMPANY shall be restricted to the COMPANY'S equipment. COMPANY further agrees that it shall at all times hereafter cooperate with all local independent television antenna sales and service operators. COMPANY further agrees to refrain from stocking, selling, merchandising or otherwise handling or dispensing of component parts of television receivers, or other equipment of supplies appurtenant thereto. The COMPANY further agrees to indemnify, protect and hold harmless the TOWN from all claims, suits and demands arising out of the transmission of television or FM signals including copyright action.

8. The COMPANY shall establish and at all times maintain reasonable standards of service and performance to its customers as are consistent with generally accepted practices and standards in the trade of community television antenna systems. The COMPANY expressly agrees as follows:

- (a) The COMPANY shall install a completely modern high band CATV system capable of handling twelve (12) channels of television reception and at least eight (8) FM radio channels.
- (b) On request, the COMPANY shall furnish without charge the installation and service to any public school building, including parochial school buildings, or to any other public building owned by the Town which building may be located within the corporate limits of the Town and within 300 feet of installed service lines.
- (c) The COMPANY shall maintain all parts of its cables and distribution system at no charge to the subscribers and customers other than the installation and regular monthly service charge and those applicable State and Federal Taxes required to be passed on to the customer.
- (d) The following schedule of rates and charges shall be the initial maximum rates and charges made by the COMPANY to its customers or subscribers under this contract:

SERVICE

CHARGE NOT TO EXCEED

Single Tap-ons:

|                                |         |
|--------------------------------|---------|
| Connection Charge              | \$18.00 |
| Monthly Service                | 5.50    |
| (If paid annually, in advance) | 60.00   |

Additional Tap-ons:

|                                |         |
|--------------------------------|---------|
| Connection Charge              | \$ 4.00 |
| Monthly Service                | 1.50    |
| (If paid annually, in advance) | 15.00   |

|  |            |
|--|------------|
| Connection on relocation<br>within 200 feet of existing<br>CATV service line | No Charge. |
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Disconnections:

Immediately on request of patron.

Other Charges:

None.

Delinquency in Payment:

Disconnection at option of Company.

Reconnection Charge:

|  |         |
|--|---------|
| After disconnection for<br>delinquency in payment. | \$ 7.50 |
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Commercial Patrons:

Charges shall be negotiated between commercial patrons and the COMPANY and will be non-discriminatory as between classes of commercial patrons.

- (e) If rates and charges are reduced, changed, altered or increased by the COMPANY, a written schedule of the new rates and charges shall be filed with the Town Clerk sixty (60) days prior to any such change.
- (f) It is mutually agreed that the installation of CATV services to Vernon residents is dependant on COMPANY'S ability to furnish such service to residents of North Vernon, and Company agrees to commence service to Vernon residents at or about the same time COMPANY commences service in North Vernon with whom COMPANY also holds a similar contract, which services barring unforeseen difficulties will be within eighteen (18) months.
- (g) The COMPANY shall furnish and system maintenance service to patrons daily from 8:00 A.M. until midnight.
- (h) In the event a television broadcast license is granted for or in the immediate vicinity of Vernon, and such station commences operation, COMPANY agrees to carry as one of its stations, such local TV signal.
- (i) COMPANY shall cooperate with the local public school system and other interested agencies in the development and promotion of educational television.
- (j) COMPANY agrees not to delete parts, insert advertising commercial messages, or otherwise alter programs of television or FM radio stations carried on its system, unless so ordered by regulatory authorities.

9. It is expressly agreed the provisions hereof are severable and that in the event of the adjudicated invalidity of any provision, such shall have no effect on the validity of any other provision.

10. The failure on the part of the COMPANY to perform any covenant herein contained on or before sixty (60) days after service upon it by registered mail of notice of default shall entitle the Town, at its option, via written Resolution to declare this instrument null and void, whereupon it shall be the duty of the COMPANY, at its sole expense to remove its property from the streets and other public ways of the Town of Vernon, Indiana, but on failure promptly to perform said duty the TOWN reserves the right to effect such removal at COMPANY'S expense.

11. This agreement shall bind and inure to the benefit of the respective successors, trustees, receivers and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures and seals at Vernon, Indiana, this 4th day of June, 1965.

Attest:

James A. Shaw Mayor  
~~Robert Jones~~  
 Mayor of Vernon, Indiana

Alyce Steele  
 Clerk-Treasurer, Vernon, Indiana

James Butras  
Jim Day  
Keith Jones  
 Town Council, Town of Vernon,  
 Indiana

Attest:

Paul [Signature]  
 Secretary

COLUMBUS COMMUNICATIONS CORPORATION,  
 an Indiana Corporation  
 by Robert [Signature]  
 President