

ORDINANCE NO. 73

AN ORDINANCE AUTHORIZING TRI-COUNTY CABLE TV, INC. TO OPERATE, CONSTRUCT AND MAINTAIN A CABLE TELEVISION TRANSMISSION SYSTEM THROUGHOUT THE CITY OF VERNON, INDIANA; AND SETTING THE TERMS AND CONDITIONS OF THE FRANCHISE

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF VERNON, INDIANA:-

SECTION 1. FRANCHISE GRANT: In consideration of the faithful performance and observation of the condition and reservations herein specified, the right is hereby granted to Tri-County Cable TV, Inc., hereinafter called the Grantee, and its successors and assigns, the right and authority to install, maintain and operate a transmitting and distribution system for cable television, radio and other audio-visual electrical signal distribution in, over, and under the streets, alleys and public highways, sidewalks and other public places in the City of Vernon, Indiana, and to erect poles, with or without cross arms and to stretch wires and cables on, across and under all of constructing and operating a transmitting and distribution system by cable for television, radio and other audio-visual signals distribution in accordance with the laws and regulations of the United States of America, the State of Indiana and the Ordinances and Regulations of the City for the period provided for in this Ordinance.

SECTION 2. POLES AND APPURTENANCES: To the extent possible, Grantee shall make attachments to poles already in existence within the City. To the extent that existing poles are insufficient for its purpose, or if Grantee is unable to negotiate agreements satisfactory to it for use of existing poles, Grantee shall have the right to erect and maintain its own poles, as necessary for the construction and maintenance of its distribution system with the approval of locating such poles by the City.

All poles, cables, wires, antennas, conduits or appurtenances shall be constructed and erected in a workman like manner so as not to endanger or interfere with the lives of persons, or interfere with improvements the City may have or deem necessary to make, or hinder unnecessarily or obstruct the free use of alleys, streets, bridges or other public property.

The City shall not be held responsible or liable for any disturbances of Grantee's installation resulting from the altering, repairing or installations of streets or sewer or water installations. Grantee shall at its own expense, move or relocate any of Grantee's installations at the request of the City, whenever or wherever Grantee's installations are found by the City to interfere with the City's streets, street grade, sewer or water installations.

This Ordinance shall not be construed as to deprive the City of any rights or privileges which it now has or may hereafter have, to regulate the use and control of its streets or alleys. If the Grantee, whether during or after construction, shall disturb any street, alley, driveway or sidewalk crossing, the Grantee shall at its own expense, replace and repair the same, to as near as possible the same conditions as such streets, alleys, driveways or sidewalks were prior to construction. Any openings or obstruction in the streets or other public places made by the Grantee in the course of its operation shall be guarded and or protected at all times by placement of adequate barriers, fences, or boardings, the bounds of which, during period of dusk and darkness, shall be clearly designated by warning lights.

SECTION 3. STANDARDS AND REQUIREMENTS. Construction and maintenance of the transmission distribution system, including house installations, shall conform to the National Electric Safety Code, the statutes of the State of Indiana, all Ordinances of the City affecting electrical installations which may be from time to time in effect. The system shall be adequately grounded according to the best cable industry practices. Grantee shall provide the City with a map designating the location of cable television facilities, and said map shall be available for service.

SECTION 4. RATES. Grantee shall lay all cables, wires and lines, both on the public and private properties of the City at its own expense, but Grantee shall have the privilege of charging its customers both a connection fee to bring the service to their properties and a monthly fee for their continued use of the service.

SECTION 5. SUBSCRIBER CONTRACTS. No contract as to the length of service for a regular monthly subscriber shall be required by the Grantee under ordinary circumstances. Grantee agrees that under ordinary circumstances it shall be the subscriber who starts or terminates his service on the cable according to his own wishes by making advance payments to commence service, and by reasonable notice to the Grantee to terminate such service. It is hereby acknowledged however, that equipment installed by the Grantee on behalf of the subscriber shall remain the property of the Grantee, and shall be subject to reasonable hours and removal upon termination of the service.

In the event that any subscriber shall fail to meet his obligations and to meet reasonable Grantee's rules and regulations, Grantee shall have the right to withhold or deny service to such subscriber. Otherwise, the service rendered by the Grantee shall be available to all inhabitants of said City.

SECTION 6. PROTECTION FROM LIABILITY. Before starting construction, the Grantee shall indemnify and save harmless the City from any 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 or such attachments on poles within the City, or by any act of the Grantee, its agents or employees which may occur by reason of Grantee's activities in the cable television business. For this purpose the Grantee shall have in full force and effect, and thereafter so maintain the same at all times, and file evidence thereof with the Clerk-Treasurer, a good and sufficient policy of insurance with liability limits of \$150,000.00 for property damage, \$100,000.00 for personal injury to each person, and \$300,000.00 for each accident.

SECTION 7. SERVICE. It is mutually understood that the Grantee may maintain a business office within twenty (20) miles from Vernon and further that toll free telephone service will be available from the residence of Vernon to the business office. Grantee further agrees that a service representative will be available in Vernon for maintenance, service and to carry on normal business activities.

SECTION 8. COMMENCEMENT OF SERVICE. This Ordinance shall be null and void unless the Grantee shall within thirty (30) days after the effective date of this Ordinance file with the Clerk-Treasurer of said City its written acceptance of all terms and conditions hereof.

SECTION 9. NO SALES OR REPAIRS. As a condition of this Ordinance, Grantee agrees that neither it or its agents or subsidiaries will engage in the business of the sale or repair of television receivers to or for the public. Any service furnished by Grantee to the subscriber shall terminate at the point of connection of Grantee's facilities to the subscriber.

SECTION 10. TERM OF FRANCHISE. The rights and privileges of the permit shall continue for a period of fifteen (15) years from the effective date of this Ordinance. The Grantee, at the termination of this period, or earlier if the facilities of the Grantee cease to be used, or if this permit is forfeited by the City by reason of the failure of Grantee to abide by the terms hereof, shall at its own cost and expense remove all construction and installations hereby authorized from the City streets and other public places and shall place all portions that may have been disturbed in as good a condition for public use as the abutting portions thereof.


Notice of intent to enter into renewal negotiations shall be given by the Grantee at least ninety (90) days prior to the expiration of the franchise. Grantee shall have priority over any other in negotiating a renewal of this franchise.

If Grantee shall violate any of the terms, conditions or provisions of this Ordinance, or if Grantee shall fail to comply with any reasonable provision of any Ordinance of said City, and should Grantee continue to violate the same for a period of thirty (30) days after Grantee shall have been notified in writing by said City to desist from such violation, then Grantee may, at the City's option, be deemed to have forfeited and annulled all the right and privileges of this Ordinance.

SECTION 11. AMENDMENT. In the event that future Federal Communication Commission rules are issued, the City agrees to amend this Ordinance to be in agreement with such rules.

SECTION 12. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or illegal, the invalidity or legality thereof shall not effect the validity or legality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 13. EFFECTIVE DATE. This Ordinance shall go into effect immediately upon passage and acceptance.


John R. Percipild
Presiding Officer of the
Common Council of the City
of Vernon, Indiana

ATTEST:

Mary Biehle
Secretary of the Common
Council of the City of
Vernon, Indiana

The foregoing and within attached Ordinance No: 73
passed by the Common Council of the City of Vernon, Indiana
on the 7 day of April, 1980, is now on this same day, by me,
presented to the Mayor of the City of Vernon, Indiana, at
9:00 o'clock, Indiana Standard Time.

Mary Biehle
Clerk-Treasurer of the
City of Vernon, Indiana