

51.000 - ATLAS TOWNSHIP COMMUNITY ANTENNA TELEVISION COMPANY LICENSE Ord. No. 84-03 Adopted:
August 20, 1984

An Ordinance granting a license to Davison Cablevision, its successors and assigns, to operate and maintain a community antenna television system in the Township; setting forth conditions accompanying the grant of license; providing for Township regulation and use of the community antenna television system; and, prescribing penalties for violation of the license provisions.

THE TOWNSHIP OF ATLAS ORDAINS:

51.001 - Short title.

Sec. 1. This Ordinance shall be known and may be cited as the "Atlas Township Community Antenna Television Company License Ordinance".

51.002 - Definitions.

Sec. 2. For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. 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.

- a. *Township or Twp.* is the Township of Atlas.
- b. *Township Board* or *Board* is the Township Board of Atlas Township.
- c. *Company* shall mean and refer to Davison Cablevision, its successors and assigns, the grantee of rights under this license.
- d. *CATV* shall mean the lines, fixtures, equipment, attachments and all appurtenances thereto which are used in the construction, operation and maintenance of the community antenna television system herein authorized.
- e. *License* shall mean that right, license and authority to operate, install and maintain a community antenna television system within the Township of Atlas.
- f. *FCC* shall mean and refer to the Federal Communication Commission.
- g. *Persons* is any person, firm, partnership, association, corporation, company or organization of any kind.

51.003 - Grant of authority.

Sec. 3. There is hereby granted, by the Board to Company, the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the trees, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additions thereto in the Township, poles, wires, cables and underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the Township of a community television system for the interception, sale and distribution of television and radio signals.

The Company shall have the right to enter into arrangements for the attachment onto and use of the facilities owned and operated by public utilities operated within the Township. Thereby, the Company shall strictly comply with the terms, provisions, and restrictions of said agreements and copies of all agreements made with the other public utilities operating within the Township shall be placed on file with the Township Clerk's office immediately upon their execution.

The right to use and occupy said streets, alleys, public ways and places for the purpose herein set forth shall be non-exclusive.

51.004 - Territorial area involved.

Sec. 4. This license relates to the present territorial limits of the Township to any area henceforth added thereto during the term of this license.

51.005 - Compliance with applicable laws, ordinances, rules and regulations.

Sec. 5. The Company shall at all times during the life of this license ordinance be subject to all lawful exercise of the police power by the Township and to such reasonable regulation as the Township, shall by resolution or ordinance, provide. The construction, operation and maintenance of the system by the Company shall be in full compliance with the National Electric Code as from time to time amended and revised, and in full compliance with all other applicable rules and regulations now in effect or hereinafter adopted by the Federal Communications Commission, the Township, the State of Michigan and the United States government.

51.006 - Liability and indemnification.

Sec. 6.

- a. The grantee shall pay, and by its acceptance of this license, grantee specifically agrees that it will pay all damages and penalties which the Township may be legally required to pay as a result of granting this license. These damages or penalties shall include, but shall not be

limited to, damages arising out of copyright infringements and all other damages arising out of the installation, operation or maintenance of the CATV System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this license.

- b. The grantee shall pay, and by its acceptance of this license, specifically agrees that it will pay, all expenses incurred by the Township in defending itself with regard to all damages and penalties mentioned in subsection a. above. These expenses shall include all out-of-pocket expenses, such as attorney fees and shall also include the reasonable value of any services rendered by the Township Attorney, or his assistant, or any employees of the Township.
- c. The grantee shall maintain, and by its acceptance of this license, specifically agrees that it will maintain throughout the terms of this license liability insurance insuring the Township and the grantees with regard to all damages mentioned in subparagraph a. above in the minimum amounts of:
 - 1. One million dollars (\$1,000,000.00) for bodily injury or death to any one person, within the limit, however, of one million dollars (\$1,000,000.00) for bodily injury or death resulting from any one accident.
 - 2. One million dollars (\$1,000,000.00) for property damage resulting from any one accident.
 - 3. One million dollars (\$1,000,000.00) for all other types of liability.
- d. The grantee shall maintain, and by its acceptance of this license, specifically agrees that it will maintain throughout the terms of this license, sufficient workmen's compensation insurance coverage to adequately and fully protect its agents and employees as required by law.
- e. The grantee shall maintain, and by its acceptance of this license, specifically agrees that it will maintain throughout the term of this license, a faithful performance bond running to the Township with at least two good and sufficient sureties approved by the Township in the penal sum of ten thousand dollars (\$10,000.00), until construction is completed and five thousand dollars (\$5,000.00) thereafter conditioned that the grantee shall well and truly observe, fulfill and perform each term and condition of the license, and that in case of any breach of conditions of the bond, the amount thereof shall be recoverable from the principal and sureties thereof by the Township for all damages proximately resulting from the failure of the grantee to well and faithfully observe and perform any provision of this license.
- f. The insurance policy and bond obtained by the grantee in compliance with this section must be approved by the Township Board and such insurance policy and bond, along with written evidence of payment of required premiums, shall be filed and maintained with the Township Clerk during the term of this license.

51.007 - Timetable for filing for certification and completion of system.

Sec. 7.

- a. The Company shall diligently and without excused interruption effect the installation of the community antenna television system in the Township of Atlas.
- b. The Company shall within 30 days of the effective date of this Ordinance file its application for the necessary approval from the FCC.
- c. The Company shall diligently apply for all necessary permits and authorizations required in the conduct of its business, and shall diligently pursue the acquisition thereof, including necessary pole attachment contracts, and necessary authorizations from the Federal Aviation Agency to construct such receiving antenna towers as may be required, and any necessary authorizations or waivers from the Federal Communications Commission, and when any such permit, authorization, contract or waiver is obtained, a copy thereof shall be promptly filed by the licensee with the Commission.
- d. The Company shall, within six months after receiving certification by the FCC, extend energized trunk cable to at least ten percent of the serviceable area.
- e. The Company shall within eight months of the certification date extend energized trunk cable to at least 80 percent of the service area.
- f. The Company shall within one year of the certification date extend energized trunk cable to at least 90 percent of the service area.
- g. After the original approved system is constructed the Company shall extend its system to homes once they exceed 30 homes per mile of plant beginning at the closest activated plant.

51.008 - Conditions on street occupancy and system construction.

Sec. 8.

- a. *Use.* All transmission and distribution structures, lines and equipment erected by the Company within the Township shall be so located as to cause minimum interference with the proper use of the streets, sidewalks, driveways, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets, sidewalks, driveways, alleys or other public ways and places.
- b. *Restoration.* In case of any disturbances of streets, sidewalks, driveways, alleys, lawns, shrubs, fences, or paved areas, the Company shall, at its own expense and in a manner approved by the Township, replace and restore such places so disturbed in as good a condition as before said work was commenced, and shall maintain the restoration in a condition approved by the Township for the full period of this license Ordinance.
- c. *Relocation.* In the event that at any time during the period of this license Ordinance the Township shall lawfully elect to alter or change the grade of any street, sidewalk, driveway, alley, or other public way, the Company, upon reasonable notice by the Township shall remove, relay and relocate its equipment at its own expense.

- d. *Placement of fixtures.* The Company shall not place any fixtures or equipment where the same will interfere with any gas, electric, telephone or sewer and water lines, fixtures and equipment, and location by the Company of its lines and equipment shall be in such manner as to not interfere with the usual travel on said streets, sidewalks, driveways, alleys and public ways and the use of the same by gas, electric, telephone and water and sewer lines and equipment.
- e. *Temporary removal of wires for building moving.* The Company shall, on the request of any person holding a building moving permit issued by the Township temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal 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. The Company shall be given no less than 48 hours advance notice to arrange for such temporary wire changes.
- f. *No property right.* Nothing in this license Ordinance shall grant to the Company any right of property in the Township-owned property, nor shall the Township be compelled to maintain any of its property any longer than or in any fashion other than in the Township's judgement, its own business or needs may require.
- g. *Nonliability of the Township.* The Township shall not be liable for any damage occurring to the property of the Company caused by employees of the Township in the performance of their duties, nor shall the Township be held liable for the interruption of service by actions of Township employees in the performance of their duties, nor shall the Township be held liable for the failure of the Company to be able to perform normal services due to acts of God.
- h. *Permits, easements and agreements.* The Township shall not be required to assume any responsibility for the securing of any rights-of-way or easements, nor shall the Township be responsible for the securing of any permits or agreements with other persons or utilities.
- i. *Authority to trim trees.* The Company shall, after giving notice to and obtaining the approval of the Township Clerk have the authority to trim trees upon and hanging over streets, alleys, sidewalks and public ways and places of the Township so as to prevent the branches of such trees from coming into contact with the wires and cable of the Company, except that at the option of said Township Clerk, such trimming may be done by the Township or its contractor at the expense of the Company.

51.009 - Construction approval by Township correction of defects.

Sec. 9.

- a. Except for individual service drops, the Company shall not erect any pole, run any line, make any attachment, nor shall any construction of any kind be commenced without the prior approval of the Township Clerk and, the Township shall have and maintain the right to inspect

the construction, operation and maintenance of the system by the Company to insure the proper performance of the terms of this license Ordinance.

- b. Where poles or other wire-holding structures already in existence for use in serving the Township are available for use by the Company, but it does not make arrangements for such use, the Township Board may require the Company to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Company are just and reasonable;
- c. Where the Township or a public utility serving the Township desires to make use of the poles or other wire-holding structures of the Company, but agreement therefore with the Company cannot be reached, the Township Board may require the Company to permit such use for such consideration and upon such terms as the Township Board shall determine to be just and reasonable if the Township Board determines that the use would enhance the public convenience and would not duly interfere with the Company's operation.
- d. At the expiration of the term of any license granted pursuant to this Ordinance, and upon its termination or cancellation as provided for herein, the Township shall have the right to require the Company to remove, at its own expense all portions of the cable communications systems from all public ways within the Township.

51.010 - Maps, plats and reports.

Sec. 10. The Company shall, on or before the first day of this license, and on or before each anniversary date thereof, file with the Township Clerk true and accurate maps or plats, with recurring updating, showing the location of all existing and proposed installation, which shall include all receiving and transmitting stations, all trunk lines, whether leased or owned outright, feeder lines, whether leased or owned outright; and, attached to such maps or plats shall be a list, by address, of current subscribers.

51.011 - Signal quality requirements.

Sec. 11. The grantee shall:

- a. Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images and accompanied with proper sound on typical standard production television sets in good repair and as good as the state of the art allows;
- b. Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross modulation in the cables or interfering with other electric or electronic systems;
- c. Limit failures to a minimum by locating and correcting malfunctions promptly and properly but in no event longer than 24 hours after notice;
- d.

Demonstrate by instrument and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

51.012 - [Reserved.]

51.013 - Color television.

Sec. 13. The facilities used by grantee shall be capable of distributing color television signals; and, when the signals the grantee distributes are received in color, they shall be distributed in color where technically feasible.

51.014 - Number of channels.

Sec. 14. The Company shall install a so-called "all-band" system capable of distributing up to 30 television channels or their equivalent. The system shall also be capable of two-way transmission of video data information.

51.015 - Program alteration.

Sec. 15. All programs of broadcasting stations carried by the grantee shall be carried in their entirety as received with announcements and advertisements and withhold additions.

51.016 - Operation and maintenance of system.

Sec. 16. The Company shall:

- a. Render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Said interruptions, insofar as is possible shall be preceded by notice and shall occur during periods of minimum use of the system;
- b. Investigate and record any and all complaints regarding the quality of service, equipment malfunctions and any other matters relating to the picture and sound reception and shall, by written report, within 15 days, relate to the Township Clerk the following:
 - 1) The nature of the complaint;
 - 2) The cause for such condition;
 - 3) The remedial step taken; and
 - 4) The number of subscribers affected.

The Township Clerk may, in his discretion, investigate or appoint some other Township agent to investigate any such complaint;

c.

Maintain an office which shall be open during all usual business hours, have a listed telephone, have the number distributed to all subscribers at the time service is instituted, and be so operated that complaints and requests for repairs or adjustments may be received at any time 24 hours each day.

51.017 - Governmental and educational access channels; free installation.

Sec. 17.

- a. The Company shall maintain at least one specifically designated, non-commercial, educational and governmental access channel available on request from any educational or governmental agency, and said channel shall be made available at no cost to the local education or governmental authorities.
- b. In addition, the Company will provide, upon request, free installation and service to each Village agency in the service area.

51.018 - Service to schools.

Sec. 18. Upon the request of the Township and at no cost to the Township or to the schools or school system, except as provided herein, the Company shall provide the following service to all education locations, public or private, within the service area.

- a. The Company shall connect each educational building to the same cable network which connects all residential subscribers around the Village at no cost and shall connect individual classrooms at the request of the school board at a cost determined on a time and material basis.

51.019 - Emergency use of facilities.

Sec. 19. In the case of any emergency or disaster, the Company shall, upon request of the Township Board, the Supervisor or the Township Clerk, make available its facilities to the Township for emergency use during the emergency or disaster period. To this end, the cable communication system shall have an "automatic override" capability built into it so that emergency messages may be broadcast over all cable channels simultaneously from the cable communications systems distribution source.

51.020 - Prohibition of discriminatory or preferential practices.

Sec. 20. The Licensee shall not, in its rates or charges, or in making available the services or facilities of its system, or in its rules or regulations, or in any other respect, make or grant preference or advantages to any subscriber or potential subscriber to the system, or to any user or potential user of the system; and shall not subject any such persons to any prejudice or disadvantage. This provision shall not be deemed to

prohibit promotional campaigns to stimulate subscriptions to the system or other legitimate uses thereof; nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer within such classification shall be entitled.

51.021 - Services and charges.

Sec. 21. The initial services and respective charges are listed in this section as follows:

Basic Service

1.	<u>2</u>	CBS	Network	Detroit
<u>2.</u>	<u>4</u>	NBC	Network	Detroit
<u>3.</u>	5	NBC	Network	Saginaw
<u>4.</u>	<u>6</u>	CBS	Network	Lansing
5.	<u>7</u>	ABC	Network	Detroit
<u>6.</u>	<u>9</u>	Ind.	Movies/Sports	Chicago
<u>7.</u>	12	ABC	Network	Flint
8.	<u>17</u>	Ind.	Movies/Sports/Etc.	Atlanta, GA-24 Hrs.
<u>9.</u>	<u>19</u>	PBC	Educational	Delta College
<u>10.</u>	23	PBC	Educational	Lansing
<u>11.</u>	<u>25</u>	CBS	Network	Saginaw
12.	28	PBC	Educational	Flint
<u>13.</u>	<u>50</u>	Ind.	Movies/Sports/Etc.	Detroit
<u>14.</u>	56	PBC	Educational	Detroit
15.	62	Ind.	Movies/Sports/Etc.	Detroit-24 Hrs.

16.	Sat.	CBN	Religious	Virginia-24 Hrs.
<u>17.</u>	Sat.	CNN	News	Atlanta-24 Hrs.
<u>18.</u>	Local Origination -Community Billboard & Educational Channel			
<u>19.</u>	Sat.	ESPN	Sports	New York-24 Hrs.
20.	20	Ind.	Movies/Sports	Detroit-24 Hrs.
21.	Sat.	MTV	Music Video	New York-24 Hrs.
22.	Sat.	USA	Sports/Children	New York-24 Hrs.
23.	Sat.	Nickelodeon/Arts	Children/Cultural	New York-24 Hrs.

OPTIONAL SERVICES

- A. Additional outlets for television sets
- B. FM music (14 channels) for connection to stereo sets.
- C. Channel consisting of first run movies without commercials, sports and special plays and night club acts.

CHARGES FOR SERVICES

Monthly Service Charge Basic Service\$10.00

Connection of Basic Service30.00

Reconnection of Basic Service10.00

Transfer of Basic Service10.00

OPTIONAL

Monthly Service Charge for Additional TV Outlets\$ 3.00

Monthly Service Charge for FM Outlets2.00

Connection of Additional Outlets15.00

with initial installation7.50

Reconnection of Additional Outlets7.50

Transfer of Additional Outlets7.50

Cold Tap (one time charge)10.00

MOVIES AND SPORTS

Monthly Service Charge for Movies and Sports\$10.00

Monthly Service Charge for Additional Outlet10.00

Connection of Premium Service10.00

Reconnection of Premium Services10.00

Transfer of Premium Services10.00

DEPOSITS

A one time Converter Deposit per Converter installed\$15.00

(Interest at the rate of six percent per annum will be paid on the deposit.)

Charge for Unreturned Converter at Disconnection100.00

MAINTENANCE

Maintenance on all Services and Accessories except for willful destructionNone

During the initial offering of the service and 30 days thereafter, all connection charges will be at half price.

51.022 - Rates.

Sec. 22. All Basic and Optional rates herein are guaranteed not to increase for two years from the date of issuance of License. After that term the system will be free from rate regulation except that no increase can be no more than the increase in the National Cost-of-Living Index since the last change in rates.

51.023 - Removal of facilities upon request.

Sec. 23. Upon the termination of service to any subscriber, the Company shall remove all of its facilities and equipment from the premises of such subscriber upon his request, and such removal shall be completed within 72 hours from the time of the request.

51.024 - Right to privacy.

Sec. 24. The Company shall not permit any part of its system to be used by any person, firm, corporation or governmental agency for an electronic eavesdropping or surveillance or for any monitory purposes which constitutes an invasion of the right to privacy of any subscriber or user of such system unless said eavesdropping, surveillance or monitoring is performed pursuant to existing state and federal laws by a governmental law enforcement agency.

51.025 - Terms of license.

Sec. 25.

- a. *[Terms.]* The Company shall pay to the Township annually the amount of five hundred dollars (\$500.00) or an amount equal to three percent of the annual gross operating revenues taken in and received by it for Basic Cable Service within the Township during the year, and one and one half (1½) percent of revenues received from Optional Service such as movie and sports packages, whichever amount is greater, for the use of the streets and other facilities of the Township and the operation of the CATV system and for the municipal supervision thereof. This payment shall be in addition to any other tax or payment owed to the Township by the grantee. This payment shall be made on acceptance of the license, and on each anniversary for the term of the license.
- b. *Effective date.* This license shall take effect 30 days after the adoption of this Ordinance.
- c. *Duration.* The rights granted under this license shall continue for an initial term of 15 years from the effective date of this Ordinance, provided that within 15 days after the date of the passage of this Ordinance, the Company shall file, with the Township Clerk, its unconditional acceptance of this license and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to by and on behalf of the grantee before a notary public or other officer authorized by law to administer oaths. Should the grantee fail to comply with subsection a. above, it shall acquire no rights, privileges or authority under this license whatever.

51.026 - Records and reports.

Sec. 26. The Township shall have access at all reasonable hours to all of the Company's plans, contracts, engineering, accounting, financial, statistical, customer and service records relating to the property and operation of the system by the Company, and to such other records as may be required by the Township.

51.027 - Rights reserved to Township.

Sec. 27.

- a.

The right is hereby reserved to the Township for the Township Board to adopt, in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

- b. The Township shall have the right to install and maintain free of charge, upon the poles and cables of the Company any wire and pole fixtures necessary for a police, fire or municipal utility alarm system on the condition that such wire and pole fixtures do not interfere with the cable communications operations of the Company, and that such installations shall be installed in a safe manner in accordance with State and Township regulations.
- c. The Township shall have the right to supervise all construction or installation work performed subject to the provision of this Ordinance and make such inspections as it shall find necessary to insure compliance with the terms of this Ordinance and all other pertinent provisions of law.

51.028 - Transfer or change of control of license.

Sec. 28.

- a. The license granted pursuant to this Ordinance is nontransferable by the Company to any other person except with the express approval of the Township Board and subject to such transfer having submitted an application and any other information requested by the Township Board to said Board, and subject further to said transferee meeting all terms, conditions and requirements of this Ordinance.
- b. The license issued pursuant to this Ordinance shall automatically terminate where ownership or control of more than 50 percent or more of such right of control, singularly or collectively, and an application for a new license shall be made or said license transferred pursuant to the provisions of subsection a. of this section.

51.029 - Effective date.

Sec. 29. It is ordered that this Ordinance take effect 30 days after adoption.