

to time be designated, established, required, or regulated by the rules and regulations of the FCC as may from time to time be in force and effect.

(c) *Interconnection.* Every cable system, open video system or other multichannel video provider using or occupying the public right-of-way franchised under this article shall maintain such capacity, capability and technical standards as will enable it to interconnect with any other cable system, open video system or other multichannel video provider using or occupying the public right-of-way located in any adjacent community. It is the intention of the township board to require that all access channels in the Lansing metropolitan area be interconnected to the cable television system, open video system or other multichannel video provider using or occupying the public right-of-way.

(Ord. No. 2003-12, § 1, 9-21-2003)

Sec. 70-92. Service; provision to township government, schools; public emergencies.

(a) Every person holding a franchise under this article shall, without charge for installation or service, provide one installation of its cable service to each department of the township and each fire and police station in the township, each primary school, secondary school and public library within the grantee's service area.

(b) Every person holding a franchise under this article shall make its cable system, open video system or other multichannel video provider using or occupying the public right-of-way, available, without charge, to the township, the County of Ingham, the State of Michigan, the United States of America and/or emergency operations agencies for the prompt and simultaneous communication to subscribers and the public within the township of any information resulting from or required by war, threat of war, natural catastrophe, riot or insurrection, that is necessary to save or protect life or property.

(Ord. No. 2003-12, § 1, 9-21-2003)

Sec. 70-93. Reports.

Every grantee must file reports and maps to the extent required under the franchise agreement.

(Ord. No. 2003-12, § 1, 9-21-2003)

Secs. 70-94--70-115. Reserved.

DIVISION 4. BASIC RATE REGULATIONS

Sec. 70-116. Basic cable rate regulation.

The township adopts by reference basic service rate regulations promulgated by the FCC, as amended from time to time, as if fully set forth here. The township may pursue any and all legal and equitable remedies, including, without limitation, all remedies provided under a franchise with the township, for failure to comply with the Act, the FCC rules, any orders or determinations of the township pursuant to this division, any requirements of this division, or any rules or regulations promulgated under this division. Subject to applicable law, failure to comply with the Act, the FCC rules, any orders or determinations of the township pursuant to this division, any requirements of this division, or any rules and regulations promulgated under this division shall also be sufficient grounds for revocation or denial of renewal of a cable operator's franchise.

(Ord. No. 2003-12, § 1, 9-21-2003)

DIVISION 5. CUSTOMER SERVICE STANDARDS

Sec. 70-117. Customer service standards.

(a) When used in this section:

(1) *Normal business hours* mean 9:00 a.m. to 5:00 p.m., Monday through Friday and some hours on Saturday, excluding holidays.

(2) *Normal operating conditions* means those service conditions which are within the control of the grantee. Those conditions which are not within the control of the grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the cable system, open video system or other multichannel video provider using or occupying the public right-of-way.

(3) *Service interruption* means the loss of picture or sound on one or more cable channels.

(b) Nothing in this section is intended to prevent or prohibit:

(1) The township and a grantee from agreeing to customer service requirements that exceed the standards set forth in this article.

(2) The township from enforcing through the end of the franchise term preexisting customer service requirements that exceed the standards set forth in this article that are contained in current franchise agreements.

(3) The township from enacting or enforcing any consumer protection law.

(4) The establishment or enforcement of any ordinance or regulation concerning customer service that imposes customer service requirements that exceed or address matters not addressed by the standards set forth in this article.

(c) A person holding a franchise awarded under this article is subject to the following customer service standards certified quarterly:

(1) The grantee will maintain a local, toll-free or collect call telephone access line which will be available to subscribers 24 hours a day, seven days a week.

(2) Trained representatives shall be available to respond to customer telephone inquiries 9:00 a.m. to midnight seven days a week. From midnight to 9 a.m., the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received from midnight to 9:00 a.m., shall be responded to by a trained representative on the next business day.

(3) Under normal operating conditions, telephone answer time by a representative, including wait time, excluding calls routed to automated response units, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions measured on a quarterly basis.

(4) Under normal operating conditions, the customers may receive a busy signal less than three percent of the time measured on a quarterly basis.

(5) Reasonably convenient customer service center/bill payment locations will be open at least during normal business hours.

(6) Under normal operating conditions, each of the following five standards must be met no less than 95 percent of the time measured on a quarterly basis:

a. Standard installations will be performed seven business days after an order has been placed. Standard installations are those that are located not more than 150 feet from the existing distribution system.

b. Excluding conditions beyond the control of the operator, a grantee shall begin working on service interruptions promptly and in no event later than 24 hours after the interruption becomes known. The grantee must begin actions to correct other service problems the next business day after notification of the service problem.

c. The appointment window for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour block during normal business hours. The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.

d. A grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

e. If a representative is running late for an appointment and will not be able to keep the appointment as scheduled, the customer will be contacted, the appointment rescheduled, as necessary, at a time which is convenient for the customer.

(d) A grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered.

(2) Prices and options for programming services and conditions of subscription to programming and other services.

(3) Installation and service maintenance policies.

(4) Instructions on how to use the cable service.

(5) Channel positions of programming carried on the system.

(6) Billing and complaint procedures, including the business address and telephone number of the grantee.

(e) Customers and the township will be notified of any changes in rates, programming services or channel positions as soon as possible by any reasonable means. Notice must be given to subscribers and the township a minimum of 30 days in advance of such changes if the change is within the control of the grantee. In addition, the grantee shall notify subscribers 30 days in advance of any significant changes in the other information required by the preceding paragraph.

(f) Bills shall be clear, concise and understandable. Except as otherwise required by a franchise agreement, bills must be fully itemized with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills shall clearly delineate all activity during the billing period, including operational charges, rebates and credits. In case of a billing dispute, a grantee must respond to a written complaint from a subscriber within 30 days.

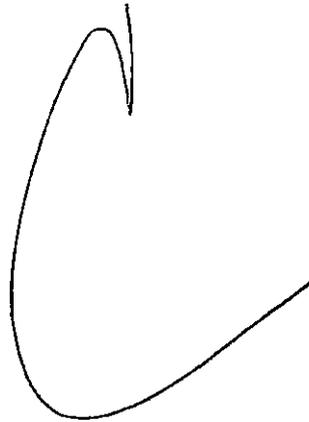
(g) Refund checks shall be issued promptly, but not later than:

(1) The customer's next billing cycle following resolution of the request or 30 days, whichever is earlier, or upon the return of the equipment supplied if service is terminated by the grantee.

(h) Credits will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(Ord. No. 2003-12, § 1, 9-21-2003)

Secs. 70-118--70-150. Reserved.

A handwritten mark in black ink, resembling a stylized letter 'C' or a large checkmark. It starts with a vertical line at the top, curves to the left, then down and to the right, ending with a short horizontal stroke.

APPENDIX

CATV FRANCHISE*

A. Cablevision Industries

I.	General Provisions
II.	Franchise Fee Payments
III.	New Developments
IV.	Cable Television
V.	Liability
VI.	General Capability
VII.	Conditions of Street Occupancy
VIII.	Technical and Construction Standards
IX.	Maps, Records and Reports
X.	Transfer of Rights
XI.	Construction and Performance Guarantee
XII.	Termination
XIII.	Acceptance of Agreement and Incorporation of Ordinance by Reference
XIV.	Severability
XV.	Tampering with Telecommunications System
XVI.	Notices
XVII.	Amendments
XVIII.	Force Majeure

B. Ameritech New Media, Inc.

I.	General Provisions
II.	Grant of Franchise
III.	Franchise fees
IV.	Construction of Cable System
V.	Authorized Area Line Extension
VI.	Public, Educational and Governmental Channels
VII.	Customer Service
VIII.	Franchise Administration.
IX.	Indemnification; Insurance; Performance and Completion Bonds
X.	Privacy
XI.	Taxes, Rates and Charges
XII.	Transfers, Ownership and Control
XIII.	Renewal of Franchise
XIV.	Defaults
XV.	Remedies
XVI.	Revocation of Franchise
XVII.	Continuity of Service
XVIII.	Compliance with Laws; Severability.
XIX.	Miscellaneous

*Editor's note—Printed herein is the cable communications franchise granted by the city on February 18, 1997. Formerly, this appendix contained CATV franchise granted on April 7, 1981 and amended by Ord. No. 82-226, 4-6-82; Ord. No. 82-247, 8-17-82; Ord. No. 83-286, 12-6-83; Ord. No. 84-301, § 1, 6-5-84; Ord. No. 85-327, § 1, 6-27-85; Ord. No. 86-351, § 1, 2-18-86; Ord. No. 86-359, § 1, 6-3-86; Ord. No. 88-286, 12-6-83; Ord. No. 93-286, 12-6-83.

: Also printed herein is the cable communications franchise granted by the city on December 7, 1999.

Cross reference—Cable telecommunications, Ch. 6.

APPENDIX—CATV FRANCHISE

A. Cablevision Industries

ORDINANCE NO. 97-697

AN ORDINANCE GRANTING A FRANCHISE TO CABLEVISION INDUSTRIES, LIMITED PARTNERSHIP TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF DEARBORN, MICHIGAN

THE CITY OF DEARBORN ORDAINS:

I. GENERAL PROVISIONS

Section 1.1. This Ordinance shall be known and may be cited as the Dearborn Telecommunications Systems Franchise Ordinance for Cablevision Industries, Limited Partnership.

Section 1.2. The City of Dearborn grants Cablevision Industries, Limited Partnership, hereafter called CVI, a non-exclusive Franchise to construct, operate and maintain a Cable System within the corporate boundaries of the City of Dearborn for a term of twenty (20) years from the date of execution of this Franchise agreement.

Section 1.3. Any Franchise and the rights, privileges, authority, and responsibilities established shall take effect and be in force from the date of execution of this Franchise agreement only if within 30 days after the date of the granting of the Franchise, CVI files with the Mayor of the City of Dearborn its acceptance of the Franchise terms, all required construction bonds and insurance certificates, and pays to the City Clerk all reasonable costs incurred by the City in preparing, considering and awarding this Franchise, including legal, engineering, technical, publication and other expenses, said costs not to exceed \$2,700.00. If CVI fails to timely comply with this section, it shall acquire no, franchise, rights, privileges, or authority whatsoever.

Section 1.4. This Franchise is subject to all of the provisions of the Dearborn Telecommunications Systems Regulatory Ordinance.

Section 1.5. Unless otherwise stated, the following definitions of terms shall apply throughout this Ordinance:

a) *City* shall mean the City of Dearborn.

- b) *Council* shall mean the City Council of the City of Dearborn.
- c) *Customer* is any person who contracts with CVI for, or is in any manner provided with Cable System Service.
- d) *Department of Communications* shall mean the City of Dearborn Department of Communications.
- e) *Franchise* is a non-exclusive, limited authorization awarded by ordinance for the construction, maintenance and operation of a Cable System on, under, over or across the public ways of the City and/or to transact local cable television business therein.
- f) *Gross Revenues* means all of the revenue, as determined in accordance with generally accepted accounting principles, received by CVI from the provision of Cable Service within the City, including, but not limited to, barbers, installation fees, subscriber fees, pay or premium television fees, equipment leases and sales, advertising, leased channel revenues, production charges and all other revenues.
- g) *Person* shall mean any individual, corporation, partnership or any other entity.
- h) *Cable Service* means the one-way transmission to customers of (i) video programming, or (ii) other programming service, and customer interaction, if any, which is required for the selection or use of such video programming or other programming service. The definition of Cable Service contained in section 602 of the Cable Act is incorporated by reference. Specifically excluded are common carrier or other non-cable television telecommunications services and any leasing of system capacity to users who provide Telecommunications Services directly or indirectly to Customers. Residential Cable Service is specifically allowed.
- i) *Cable System* shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is

DEARBORN CODE

designed to provide Cable Service which includes video programming and which is provided to multiple customers within a community and used to provide Cable Service pursuant to and in accordance with this Franchise, including all network facilities such as cables, conduits, access manholes, rights-of-way, equipment, devices and appurtenances to be used by CVI to make the Cable System network fully operational. The definition of Cable System contained in Section 602 of the Cable Act is incorporated by reference. Specifically excluded are non-cable television Telecommunications Systems and any leasing of system capacity or fibers to users who provide Telecommunications Services directly or indirectly to customers.

Section 1.6. No installation of any Cable System facility shall be performed or conducted in the City unless plans therefor shall have been first submitted to the City Engineer and a construction permit issued therefor. Within eighteen (18) months after the date CVI accepts the terms of this Franchise, CVI shall use its best efforts to complete the construction and upgrade of the Cable System. CVI shall have the ability to perform lateral construction in order to provide Cable Service to additional buildings any time during the term of this Franchise. In the event CVI is unable to complete construction within said eighteen (18) months, then the Mayor or his designee, shall have the right to extend said date for additional six (6) month periods.

Section 1.7. That CVI will pay to the City of Dearborn the sum of \$1,000.00 per day as liquidated damages for each day in which the upgrade of the cable system remains incomplete and/or does not meet FCC technical standards for the delivery of Cable Service, within 24 months after the acceptance of this agreement. For good cause beyond the control of CVI, the City Council may, but need not, in the Council's sole and exclusive discretion, give full or partial relief to CVI from imposition of this damages provision.

II. FRANCHISE FEE PAYMENTS

Section 2.1. Payments due the City under the terms of this subsection shall be paid quarterly on

or before the last day of January, April, July and October of each year for the preceding calendar year.

Section 2.2. CVI will pay five percent (5%) of all system Gross Revenues to the City of Dearborn as a franchise fee.

Section 2.3. The City shall be furnished a certificate with each payment reflecting the computations for the period covered by the payment. Any payment shall bear interest at the prime rate as set by the Federal Reserve plus one (1) percent after the due date.

Section 2.4. Franchise fees shall be in addition to any other tax, charge, fee, or payment due the City by CVI which are imposed on all businesses operating in the City. In the event that the franchise fee is itemized as a separate charge on customer bills, the exact text and location on the bills and any other materials or audio or video messages shall be submitted to the City for prior review and comment by the City.

Section 2.5. The rights, privileges and franchise granted hereby are not exclusive and nothing herein contained shall be construed to prevent the City from granting any like or similar rights, privileges and franchise to any other person within all of the City; provided, however, any such franchise shall not be on terms or conditions more respect to the following requirements:

- Service area
- Franchise fees
- Insurance, performance bonds and similar instruments
- Access channels and support
- Reports and related record keeping
- Liquidated damages
- Support for institutional uses, or its equivalent

In addition, CVI agrees to automatically increase the City's franchise fee percentage to the highest franchise fee percentage that it pays to any other community, township, county, city or rural area within Wayne, Oakland, Macomb or Wastenaw counties, where it renews or signs a new Cable Television franchise. CVI shall notify the City

APPENDIX—CATV FRANCHISE

within 10 days of any such occurrence. CVI shall immediately pay to the City the amount, in excess of any payments agreed to herein, of any grant, or economic benefit equal on a per capita basis to any payment, grant or economic benefit in excess of a percentage franchise fee that it gives, makes or pays to any other community, township, county, city or rural area within Wayne, Oakland, Macomb or Wastenaw counties, where it renews or signs a new Cable Television franchise. For the purpose of this sub-section, CVI shall include any parent, subsidiary or affiliate company or any other entity directly or indirectly 50% or more owned or controlled by it, a parent, a subsidiary or an affiliate.

Section 2.6. Not less than annually, CVI shall provide the City with an opinion as to the accuracy of the franchise fee payments paid within the preceding twelve (12) months. Said certifications shall be prepared internally by CVI in accordance with generally accepted accounting standards as established by the Financial Accounting Standards Board (FASB). The City reserves the right, upon reasonable notice to CVI, to audit all books and records of CVI. In the event that CVI is found to have not been in compliance with the terms of this franchise, CVI will pay 100% of the cost of the audit or review. In any event, the City shall not be responsible for any internal or external CVI costs associated with compliance with this subsection. Any consultants shall be hired at the sole discretion of the City. For the purpose of this section, any underpayment of franchise fees amounting to more than 3% of the total due shall be deemed to be not in compliance.

III. NEW DEVELOPMENTS

Section 3.1. The City may amend this Ordinance from time to time, to allow CVI to innovate and implement new services and expansion of its Cable System or to impose any terms allowed by law or mandated by State or Federal law which are applied uniformly to all Cable Systems.

Section 3.2. If, during the term of this franchise, any change in Local, State or Federal laws, statutes, rules or regulations have the effect of expanding the rights of the City in any way, then

the City shall have the right to amend the terms of this franchise to include any rights allowed by law.

Section 3.3. In addition to those matters required in this Franchise, CVI shall make the following express acknowledgments:

- (1) Except for actions seeking equitable relief or specific performance, CVI shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any of the lawful provisions or requirements of this Ordinance or because of the enforcement thereof by City, unless caused by the gross negligence or willful or intentional misconduct of the City or its agents, employees or representatives.
- (2) CVI expressly acknowledges that on accepting a Franchise it did so relying on its own investigation and understanding of the power and authority of the City.
- (3) By acceptance of a Franchise, CVI acknowledges that it has not been induced to enter into a Franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of City or by any other third person concerning any term or condition of this Franchise not expressed in this Ordinance.
- (4) CVI further acknowledges by the acceptance of this Franchise that it has carefully read the terms and conditions herein, and is willing to and does accept all of the risks of the meanings of such terms and conditions.

Section 3.4. CVI shall at all times comply with all laws and regulations of the State and Federal government or any administrative agency. However, if any such State or Federal law or regulation shall require CVI to perform any service, or shall permit CVI to perform any service, or shall prohibit CVI from performing any service, in conflict with the terms of this Franchise or of any law or regulation of the City then as soon as possible, CVI shall notify the City of the point of

DEARBORN CODE

conflict believed to exist between such regulation or law and the laws and regulations of the City or the Franchise.

Section 3.5. If any provision of this Franchise is held by any court of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court to be modified in any way in order to conform to the requirements of any law, rule or regulation, said provision may be considered a separate, distinct and independent part of the Franchise, and such holding shall not affect the validity and enforceability of all other provisions. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with the law, rules or regulations, said provision shall return to full force and effect and shall be binding on the parties.

Section 3.6. If a material provision of this Franchise is affected by action of a court, it may be modified to such reasonable extent as may be necessary to carry out the full intent and purpose of this Franchise provided the intent and purpose of the Franchise is not in contravention of any law, regulation or order of a court.

Section 3.7. CVI agrees not to unreasonably oppose intervention by the City in any suit or proceeding related to this Ordinance to which CVI is a party. CVI agrees to abide by all provisions of this Ordinance and its Franchise and further agrees that it shall not make any claim against the City that the provisions of this Ordinance or Franchise are unreasonable or arbitrary as of the date of the adoption of this ordinance or franchise.

Section 3.8. The City reserves the right to regulate all Customer rates, lease rates and any other charges imposed by CVI on its Customers within the City in the absence of preemptive state or federal regulations.

Section 3.9. CVI agrees to limit late payment penalty fees it charges its customers to \$3.00, to be imposed no earlier than 40 days after the

presentation of an invoice and adequate notice of late fee, or actual collection costs, whichever is greater.

IV. CABLE TELEVISION

Section 4.1. CVI is specifically prohibited from recommending a particular manufacturer, sales or service establishment, or engaging in the sale, service, rental, leasing of television receivers, radio receivers, or television or radio receiver related parts and accessories anywhere in Wayne, Oakland, or Macomb counties. Such owner or operator shall prohibit its officers, agents, and employees from violating the terms of this section whether in the performance of Cable System duties or otherwise. Nothing in this section shall inhibit CVI's ability to sell remote control units or other Cable System accessories.

Section 4.2. CVI shall at all times comply with the privacy provisions of applicable Local, State and Federal law.

Section 4.3. It shall be unlawful for CVI to install any monitoring device, polling device or reverse (upstream) transmission device without the written consent of the Customer.

Section 4.4. CVI will upgrade, operate and maintain its Cable System with a capacity of at least 750 MHz, passing all dwelling units within the City, with a system-wide average of no more than 1500 homes per node, with further future capability to divide the nodes into sub-nodes of no more than 500 homes, utilizing 1 GHz taps, with a minimum of 2 fibers to each sub-node and a minimum of 2 fibers to each node, and a minimum capacity of 78 channels of analog Cable Service to reach all dwellings in the City of Dearborn. Channels shall be cablecast in stereo in all cases where the originating signal is stereo. The requirement for stereo may be waived at the discretion of the City.

Section 4.5. That connections to the Cable System will be voluntary only and will be by coaxial cables or state-of-the-art equipment into the home. That CVI will provide, upon request of the customer, a source A- source B (cable or antenna) switch at cost as determined by the FCC. That CVI will provide upon request of the

APPENDIX—CATV FRANCHISE

customer, a remote control converter capable of receiving those services to which a Customer subscribes at a rate as determined by the FCC. The City reserves the right to regulate, on a cost basis, the rates charged to CVI's customers for these devices in the absence of applicable FCC rules or regulation.

Section 4.6. CVI will not interrupt the transmission of cable television signals on the Cable System except for necessary maintenance or emergencies. Unless otherwise authorized by the Dearborn Department of Communications, customer charges shall abate in the event that service to a customer is interrupted for more than twenty-four hours. Interruption of service shall include reception of less quality than FCC specifications on a single channel. Except that: degradation, due to natural phenomena, of basic service satellite signals shall not be considered an interruption of service for purposes of this section only.

Section 4.7. CVI will maintain at least one local office in Dearborn which will handle expeditiously complaints, service request and subscriber billing payments for the Dearborn cable television system.

Section 4.8. CVI will provide, upon request and at cost as determined by the FCC, a parental control device which allows parents to "lock out" selected television programming. Such lock out shall be provided through remote electronic means, such as converter programming, whenever possible. The City reserves the right to regulate, on a cost basis, the rates charged to CVI's customers for these devices in the absence of applicable FCC rules or regulation.

Section 4.9. CVI will continue to provide free full basic service, including converters and remotes as needed on activated outlets, to all municipal and school buildings within the City limits of Dearborn. In addition, CVI will wire at no charge any new or newly designated municipal and school buildings, including the installation of up to five (5) internal cable outlets in each building, and provide free full basic service to them at no charge.

Section 4.10. CVI shall continue to provide an override capability which permits the Mayor or his designee to remotely or locally override all audio and visual signals on all cable television channels simultaneously or individually, by use of either a computer with a modem or by use of a standard touch tone telephone.

Section 4.11. CVI will, upon request of the Department of Communications and at no cost, provide the most recent proof-of-performance test conducted by CVI to show that the system conforms to FCC standards. The City reserves the right to hire an independent consulting firm to verify the results. If such verification shows that the system does not meet FCC standards, then CVI will pay 100% of the cost of the consulting firm.

Section 4.12. The Dearborn Department of Communications shall periodically review the allocation of channels for local access and may increase the number of, reallocate, place on a shared basis or discontinue local access channels and usage under the conditions of this section.

CVI shall provide six (6) channels to the City for Public Educational and Government (hereinafter "PEG") access purposes. The City shall, in its sole discretion, be responsible for allocation of the PEG access channels to the individual users. Channel locations shall be by mutual agreement of the City and CVI.

Wherever the specially designated PEG access channels are in use for non-automated, non-repetitive, locally produced programming, twelve (12) hours per day for twelve (12) consecutive weeks and there is a demand for use of an additional channel, CVI shall make such a channel available within sixty (60) days of a written request from the City for an additional PEG access channel. Notwithstanding anything to the contrary, CVI shall not be obligated to provide more than eight (8) PEG channels in the analog spectrum.

In the event the eight (8) PEG access channels are fully programmed and the City believes that demand exists for an additional PEG access channel or channels, the City shall submit a written request to CVI. Such request shall describe (1) the

DEARBORN CODE

existing usage of the PEG channels and (2) describe the programming that cannot be accommodated on the existing PEG access channels. The City and CVI shall thereafter negotiate in good faith to accommodate the reasonable needs of the City for additional PEG channels, taking into account the disruption to existing customer viewing patterns, the cost to CVI and such other points as may then be relevant.

Allocation of digital spectrum for PEG access use will be determined by mutual agreement between CVI and the City at any time after the digital spectrum is activated by CVI. Allocations will be based on reasonable specific need, taking into account the disruption to existing customer viewing patterns, the cost to CVI and such other points as may then be relevant.

Section 4.13. CVI reserves the right to treat capital and construction costs specified under section 4 of this agreement as external costs as defined by the FCC or Federal law.

Section 4.14. CVI will provide at no cost, four dark single mode fibers terminated and tested at the Wayne County RESA facility and a Dearborn Public Schools facility to be designated by the Dearborn Public Schools. Any future relocation of these fibers will be at the expense of the Dearborn Public Schools.

Section 4.15. CVI agrees to cooperate with other holders of Telecommunications Systems Franchises and, when ordered by the City, shall allow the interconnecting of such systems to facilitate the sharing of PEG access video programming for transmission over Public, Educational or Governmental Access Channels (PEG). The Franchise holders shall share equally the cost of such interconnections.

Section 4.16. CVI shall immediately provide facilities and staff for the insertion of local access video tape or live video programs on any PEG access channel, at any time so designated by the program owner or provider, for distribution on the Dearborn Cable system, pursuant to the rules and regulations adopted under section 4.26 of this agreement. The local program insertion facilities shall be located within the Public Access facilities of CVI.

Section 4.17. CVI shall provide, as soon as technically feasible, facilities and staff for the regional cablecast of any local access video tape or live video programs on CVI affiliated Cable Systems within the State of Michigan upon the approval or request of the producer or owner of such program and under reasonable conditions of CVI and the rules and regulations of the affected Cable System, at any time so designated by the program owner or provider, pursuant to the rules and regulations adopted under section 4.26 of this agreement.

Section 4.18. CVI shall maintain one basic text generator as needed for each PEG access channel at such locations as designated by the City.

Section 4.19. CVI shall, as part of the Cable System upgrade, provide two dark single mode fiber optic cables terminated and tested between each Dearborn Public School building, as designated by the Dearborn Public Schools, including Vista Maria upon the approval of the affected municipality and/or cable system, and the CVI Cable System headend. Specific fiber optic cable routing and splicing needs of the Dearborn Public Schools will be taken into consideration at the time of installation, termination and splicing.

Section 4.20. CVI shall, as part of the Cable System upgrade, provide four dark single mode fiber optic cables terminated and tested between one City building, designated by the City, and the Cable System headend. The fiber optic cables shall be spliced per City instructions. Specific fiber optic cable routing and splicing needs of the City will be taken into consideration at the time of installation, termination and splicing.

Section 4.21. CVI shall maintain the existing Institutional cable network for use by the City and Dearborn Public Schools until such time as the City and Dearborn Public Schools have developed adequate alternative capacity utilizing the newly installed fiber optic cables provided under this agreement.

Section 4.22. CVI shall provide access to satellite dishes capable of receiving signals from C-band and Ku-band satellites for the City and Dearborn Public Schools, during normal business hours. The City acknowledges CVI's willingness

APPENDIX—CATV FRANCHISE

to provide reasonable, no charge access to these facilities, however CVI reserves the right to charge for or deny access to same upon reasonable notice to the City of Dearborn Public Schools.

Section 4.23. CVI shall cooperate, at the request of the City, with Cable Systems in adjoining cities to provide interconnection to the Dearborn Cable System for the purpose of delivering Dearborn local video tape or live video programs to be cablecast on PEG access channels upon the approval of the affected Cable System.

Section 4.24. CVI shall, as part of the Cable System upgrade, permanently install and maintain remote control video cameras, modulators, audio mixers, video switchers and associated equipment in the Dearborn City Council Chambers so as to allow for live cablecast and video taping of meetings and events by the City. CVI will assume the cost of such equipment and installation up to \$50,000.00 and agrees to maintain such equipment throughout the term of this agreement.

Section 4.25. Within 90 days of the effective date of this franchise, CVI will contribute the sum of \$200,000.00 to the City for its use in upgrading, maintaining, or operating City production facilities.

CVI will also commit to spending not less than \$200,000.00 to upgrade its studio facilities at 15200 Mercantile Drive. This upgrade will, in part, be designed to more fully provide facilities for public access users. This studio upgrade will be commended immediately after the completion of the system upgrade discussed in section 4.4, but in no event later than 2 years after the effective date of this franchise.

Section 4.26. The City and CVI will develop and mutually agree on rules and regulations for the PEG use and operation of the Studios. The existing PEG Access rules and obligations will remain in effect until adoption of new rules by the City and the Council under this section.

Section 4.27. CVI agrees to an annual capital equipment purchase of equipment for the purpose of maintaining and upgrading the equipment in the PEG access area of its Studios and in the City production facilities. For both the PEG access facility and the City production facilities, CVI will

assume the cost of such equipment and installation up to \$5,000.00 in year three of this agreement and will increase the commitment to \$12,500.00 per year beginning in year five and annually thereafter throughout the term of this agreement, for a total commitment of \$10,000.00 per year in years three and four, and \$25,000.00 in year five throughout the term of this agreement. Any unexpended balances will accrue to the following year and forward. Equipment specifications for the PEG access facility shall be created through consultation and mutual agreement of the City and CVI. Equipment for the City production facilities shall be specified by the City.

Section 4.28. CVI agrees to support Public access use of the facility which may be supported by user fees assessed on PEG facility users under rules and regulations adopted under section 4.26 of this franchise. CVI shall provide staff for training and certification of local community producers wishing to utilize the PEG access areas of the Studios.

Section 4.29. Nothing in this agreement shall prevent CVI or require CVI to rent all, or part, of the Studios to any party (client) at their sole discretion except as provided for in the rules and regulations adopted under section 4.26 of this franchise. Rates charged to clients are at the party's sole discretion.

Section 4.30. The City acknowledges CVI's long standing commitment to quality local origination programming for and about the Dearborn area and its continuing strong commitment to local origination programming in the future.

V. LIABILITY

Section 5.1. CVI shall defend, indemnify, protect and hold harmless the City, its officers, agents, employees, departments and boards from any and all claims, losses, liabilities, causes of action demands, judgments, decrees, proceedings, and expenses of any nature (including without limitation reasonable attorneys fees) arising out of, or resulting from the acts or omission of CVI, its officers, agents, employees, contractors, succes-

DEARBORN CODE

sors or assignees, unless such claims are caused by the gross negligence or intentional or willful misconduct of the City.

The City agrees to notify CVI of any suit brought upon the City related to CVI's operation of the Cable System within 60 days of such legal action.

CVI may exert control over any litigation or settlements related to this section and the City agrees to provide reasonable cooperation to CVI.

Section 5.2. CVI shall carry worker's compensation insurance with statutory limits and employer's liability insurance with limits of no less than One Hundred Thousand Dollars (\$100,000.00) which shall cover all operations to be performed for construction, maintenance and operation of the Cable System.

Section 5.3. CVI shall carry comprehensive general liability, including completed operations, independent contractors, and contractual liability coverage, and comprehensive automobile liability insurance with bodily injury limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence which shall cover all operations. CVI shall also carry property damage liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00).

Section 5.4. CVI shall furnish certificates of such insurance to the City, on an annual basis. The certificates shall be approved by the Corporation Counsel of the City, shall list the City as an additional insured, and shall provide that the insurance shall not be canceled or materially changed unless thirty (30) days prior written notice shall be given to the City for approval.

VI. GENERAL CAPABILITY

Section 6.1. In furtherance of the general policy that the services provided be innovative and modern, CVI, in the exercise of its reasonable business judgment, will actively pursue a continuous policy of incorporating new technical developments into the system to reflect the "State of the Art." City may waive this requirement at its discretion.

In addition, subject to the provisions of this section, the City may amend the franchise so as to require CVI to upgrade the Cable System to incorporate up to and including the State of the Art (SA Option).

The City may not initiate the SA Option, or issue any order, at a time when CVI is subject to effective competition for Cable Service as defined by State or Federal law. Effective competition is deemed to not be present in the absence of any definition by State or Federal law.

In order to initiate the SA Option, the City shall first commence a review of the Cable System. The City may initiate the SA Option at any time after year 9 (nine) and before year 15 (fifteen) of this agreement.

The review shall, at a minimum, take into account the following:

- i. characteristics of the existing system;
- ii. the State of the Art;
- iii. the additional benefits provided to customers by the State of the Art;
- iv. the marketplace demand for the State of the Art, taking into account any associated rate increases;
- v. any additional factors deemed relevant by the City or CVI.

If, after providing for appropriate public comment, the City determines to exercise the SA Option, it may order CVI to implement up to and including the State of the Art (The Order). The Order shall be in writing and shall set forth the basis for the City's decision, including a reasonable period of time for CVI to implement the Order. The franchise shall be amended accordingly. If however, CVI is not willing to comply with The Order, CVI may, within 60 days after The Order, appeal The Order to any court of competent jurisdiction, which will stay the order pending final decision of the Court. If the Court finds that CVI has demonstrated the City's order is not supported by a preponderance of the evidence based on the records of the proceeding above, the Court shall grant appropriate relief.

APPENDIX—CATV FRANCHISE

In the event that the City issues The Order, CVI may notify the City pursuant to Section 626 of the Cable Act that it wishes to commence proceedings to renew the Franchise. Such notice shall be deemed to shorten the term of the Franchise such that the Franchise will expire thirty-six (36) months from the date of the Grantee's notice. The Grantee shall not be deemed to be in violation of The Order or of the Franchise if such renewal proceedings are commenced.

The State of the Art shall mean equipment and/or facilities that:

- A. are readily available with reasonable delivery schedules from two or more sources of supply;
- B. have the capability to perform the intended functions demonstrated within systems with similar characteristics (including, but not limited to population, density, subscriber penetration, etc.) under actual operating conditions for purposes other than test or experimentation; and
- C. can be implemented in a manner which has a reasonable likelihood of generating a reasonable return on the Grantee's investment when measured over the then remaining term of the franchise.

Section 6.2. In the event that the City or Dearborn Public Schools wishes to utilize any Cable Services of the Cable System beyond those provided for at not cost by this franchise, CVI agrees to provide those Cable Services, to the extent not prohibited by external contract, to the City or Dearborn Public Schools at the lowest rate that it charges any of its commercial or residential customers for comparable Cable Services.

Section 6.3. At the time of approval of new construction of any part of the Cable System, if CVI installs conduit in the public right of way within the City, then CVI shall, at the same time, install one (1) one and one-quarter-inch conduit for the use of the City, provided, however that such use shall be limited to the City's exclusive, internal telecommunications use and shall not be sold, assigned, or transferred to or by third parties. This section does not apply to existing facilities.

Section 6.4. In the event of an officially declared emergency or other urgent community need, CVI shall, upon request of the City, make available its facilities to the City for the duration of the emergency at no charge.

Section 6.5. It shall be unlawful for CVI to charge any fee for the disconnection of service.

VII. CONDITIONS OF STREET OCCUPANCY

Section 7.1. The poles, wires, and appurtenances of CVI's system shall be located, erected, and maintained upon existing utility facilities wherever reasonable and feasible. CVI shall use underground equipment in all cases where all other utilities are required to use underground equipment and in all cases where City Ordinance requires underground installation. CVI recognizes that the City may designate additional areas for underground service at any time. CVI shall be required to relocate its equipment to underground at no cost to the City, as directed by the City, so long as all other utilities in the same area which are required to make similar relocations do so at their own expense. The City shall waive this requirement to allow for the installation of equipment or pedestals that must be located above ground for valid technical reasons or if other utilities are allowed to place similar equipment above ground in the same affected area.

Section 7.2. CVI shall be allowed, at its own expense and subject to state and local codes and appropriate regulation, to set its own poles, anchors, guys, and similar facilities within public rights-of-way within the City when necessary and upon the securing of permits from the City.

Section 7.3. All facilities erected by CVI within the City shall be so located as to cause minimum interference with the proper use of public rights-of-ways and public places and to cause minimum interference with the rights and convenience of adjoining property owners.

Section 7.4. In case of disturbance or damage to any street, sidewalk, alley, public way, street sign or other public property, CVI shall at its own expense promptly and in a manner acceptable to

DEARBORN CODE

the City, replace, repair, and otherwise restore such property to a condition as good as that prevailing prior to said disturbance or damage.

Section 7.5. CVI shall act diligently and without delay to repair, regardless of time of day, any safety hazard that occurs involving CVI's equipment and plant.

Section 7.6. If, at any time during the term of this Franchise, the City shall properly elect to undertake public building or construction, altering the grade, alignment, or location of any street, sidewalk, alley, or public way CVI promptly shall, upon reasonable written notice from the City, remove and relocate its facilities at CVI's expense in a manner reasonably acceptable to the City; provided, however, if any utility is compensated for such removal or relocation, then CVI shall be similarly compensated. The City shall use its best efforts to find CVI a suitable relocation for its facilities. In the event of emergency, the City may sever, disrupt, dig-up or otherwise destroy facilities of CVI using its best efforts to notify CVI prior to performing such work whenever practicable. Repairs to CVI's equipment and facilities shall be done at CVI's expense.

Section 7.7. CVI shall at all times employ ordinary care and shall install and maintain industry standards and services for preventing failures and accidents which would cause damage, injuries, or nuisance to the public.

Section 7.8. Prior to the installation of any portion of the Cable System, CVI is responsible for obtaining all applicable permits, licenses, authorizations and approvals required for construction and operation of the Cable System from the City, Wayne County, State of Michigan and any other parties with jurisdiction over such matters.

Section 7.9. CVI agrees to remove any existing unused outside plant that has no future identifiable use at any time it is so requested by the City.

VIII. TECHNICAL AND CONSTRUCTION STANDARDS

Section 8.1. CVI will provide and maintain a back-up generator power supply with power failure alarm at the headend which will automati-

cally provide continuous headend operation; and will provide battery back-up on all outside plant power supplies and equipment, for 2 hours of uninterrupted operation in the event of commercial power failure.

Section 8.2. That the Cable System will pass by Dearborn homes along the present utility poles (or in some places underground) without disturbing the buildings and without any interference to present television and radio reception. In case of any disturbance, at any time during the life of the franchise, by Cable System work of the buildings, property, pavement or other surfacing, it will at its own cost and expense, repair or restore the buildings, property or land surface, including trees and planting, disturbed or damaged by construction, installation or maintenance of the Cable System to a condition as good as that prevailing before said work.

Section 8.3. CVI will provide qualified technicians on a 24 hour/seven day call basis with a 4 hour minimum response time commencing with day one turn-on of the upgraded system for all institutional, governmental and public school users and uses.

Section 8.4. CVI shall construct, install and maintain its Cable System in a manner consistent and in compliance with all applicable laws, ordinances, construction standards, governmental requirements, and technical standards established by the Federal Communications Commission or state agency. Upon request by the City, CVI shall provide to the City written reports of CVI's performance tests conducted pursuant to such State or Federal standards and requirements.

Section 8.5. CVI shall at all times comply with the National Electrical Safety Code (National Bureau of Standards) as adopted by the City; National Electrical Code (National Bureau of Fire Underwriters); applicable Federal, State and Local regulations; and other applicable codes and Ordinances of the City.

Section 8.6. In any event, the Cable System shall not endanger or interfere with the safety of persons or property within the City or other areas where CVI may have equipment located.

APPENDIX—CATV FRANCHISE

Section 8.7. All working facilities, conditions, and procedures, used or occurring during construction of the Cable System shall comply with the standards of the Federal and State Occupational Safety and Health Administration.

Section 8.8. Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the City following accepted industry construction procedures and practices.

Section 8.9. All cable and wires shall be installed, where possible, parallel with electric and telephone lines, and multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering and aesthetic consideration.

Section 8.10. The City may require CVI to develop an adequate preventive maintenance policy addressing local needs in keeping with industry standards, Federal and State laws and regulations and shall file it with the Department of Communications for approval.

Section 8.11. The City may require CVI to develop an adequate customer service policy addressing local needs, in keeping with industry standards, Federal and State laws and regulations, including but not limited to universal service requirements except as provided in this agreement, anti-redlining requirements and repair and maintenance standards and shall file it with the Department of Communications for approval.

Section 8.12. Upon the request of the City, CVI will adopt customer service standards to be approved by the City and the Federal Customer Service standards adopted by the Federal Communications Commission are incorporated by reference. If there is any difference between the FCC standards and the standards adopted by the City or included in this franchise, the more stringent standards shall apply.

Section 8.13. CVI shall at all times belong to the Miss Dig Program or other underground locating service acceptable to the City.

IX. MAPS, RECORDS AND REPORTS

Section 9.1. CVI shall submit, within thirty days of filing, a copy of all complaints and all pleadings filed by such owner or operator in every suit or action arising from operation of any Dearborn system to the Dearborn Department of Communications.

Section 9.2. All billing, revenue, service and complaint records of CVI shall be maintained by CVI for no less than five years after the year of the origin and shall, where necessary to ascertain CVI's compliance with the franchise and other pertinent provisions of State, Federal or Local laws or FCC rules, be made available to the City for inspection at a place within the City for such time as the City shall request.

Section 9.3. CVI shall provide to the City, prior to start of construction, engineering plans for the upgrade of the Cable System for approval by the appropriate City departments related to issuance of building permits and to review in comparison to agreed-upon specifications.

Section 9.4. CVI shall submit to the City such other information or reports either electronically or in such other form and at such times as the City may reasonably request, where necessary to ascertain CVI's compliance with the franchise and other pertinent provisions of State, Federal or Local laws or FCC rules.

Section 9.5. Subject to Federal, State and Local laws and regulations, CVI shall keep open books and records. The City shall have the right to inspect at any time during normal business hours all books, records, maps, plans, performance test results and other like materials of CVI which relate to the operation of the Cable System, where necessary to ascertain CVI's compliance with the franchise and other pertinent provisions of State, Federal or Local laws or FCC rules. All requested books or records, or copies thereof, shall be provided to the City at the Department of Communications within a reasonable time and location after the initial request.

Section 9.6. CVI shall allow the City to make inspections of any of CVI's facilities and equipment at any time upon receiving prior written notice.

DEARBORN CODE

Section 9.7. CVI will permit and allow the City, or any designee, to inspect all records, reports, and documents of every kind during normal business hours, where necessary to ascertain CVI's compliance with the franchise and other pertinent provisions of State, Federal or Local laws or FCC rules.

Section 9.8. All records and reports required under this section, except as otherwise provided, to be provided to the City shall be available for public inspection in the City Clerk's office during normal hours allowed by State and Federal law.

Section 9.9. The refusal, failure, or neglect of CVI to file any of the records or reports required to be provided to the City under this sections shall be deemed a material breach of this Franchise, and shall subject CVI to all penalties and remedies, legal or equitable, which are available to the City.

Section 9.10. Any material false or misleading statement or representation knowingly made by CVI in any report shall be deemed a material breach of this Franchise, and shall subject CVI to all penalties and remedies, legal or equitable, which are available to the City.

X. TRANSFER OF RIGHTS

Section 10.1. Neither the Franchise nor any rights or obligations of CVI pursuant to this Franchise or the Ordinance nor any of CVI's controlling interest in the Cable System shall be assigned, transferred, sold, leased or sublet in any manner, to any Person, without the prior consent of the Council. The grant or waiver of any said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the City.

Section 10.2. In the event of a transfer, CVI shall have the responsibility:

- (1) To show to the reasonable satisfaction of the City whether the proposed purchaser, transferee, or assignee (the "proposed transferees"), which, in the case of a corporation, shall include all persons having a legal or equitable interest in twenty

(20%) percent or more of its voting stock, or any of the proposed transferee's principals:

- (a) has ever been convicted or held liable for acts involving moral turpitude (including, but not limited to, fraud, misrepresentation to any Federal or State agency, violation of any securities law), or is presently under an indictment, investigation, or complaint charging such acts;
 - (b) has ever had a judgment in an action for fraud, deceit or misrepresentation entered against it, her, him, or them by any court of competent jurisdiction;
 - (c) has pending any legal claim, law suit or administrative proceeding arising out of or involving a Cable System.
- (2) To establish to the reasonable satisfaction of the City the financial solvency of the proposed transferee by submitting all current financial data for the proposed transferee and such other data as the City may request.
 - (3) To establish to the reasonable satisfaction of the City that the financial standing of the proposed transferee is such that the proposed transferee shall be able to maintain and operate the Cable System for the remaining term of the Franchise.
 - (4) To establish to the reasonable satisfaction of the City that the technical qualifications of the proposed transferee is such that the proposed transferee shall be able to improve, maintain and operate the Cable system for the remaining term of the Franchise.

Section 10.3. Any proposed transferee shall execute an agreement, in a form and containing conditions approved by the Council, that it will assume and be bound by all of the provisions, terms and conditions of this Franchise and all applicable Federal, State and Local laws and further, that the transferee shall be primarily liable and obligated under said documents.

APPENDIX—CATV FRANCHISE

Section 10.4. Nothing in any approval by the City of an authorization of any transfer or assignment of any ownership interest shall be construed to waive or release any rights of the City in and to the streets, public ways and public places of the City, or as a release of any of the City's police powers, or as an exercise of eminent domain.

Section 10.5. The occurrence of any event which constitutes either an act of bankruptcy by CVI as defined in the Federal Bankruptcy Act; or placement of CVI into receivership shall be deemed an unauthorized transfer and assignment under the provisions of this subsection and shall:

- (1) Be deemed a material breach and default of this Franchise; and
- (2) Subject CVI to all penalties and remedies prescribed in this Franchise and to all other remedies, legal and equitable, which are available to the City.

Section 10.6. The occurrence of an unauthorized transfer or assignment may, at the option of the City, terminate this Franchise. CVI shall notify the City of any occurrence which constitutes an unauthorized transfer and within twenty-four (24) hours of knowledge of such occurrence or of when CVI should have had knowledge of such occurrence. From and after any notification of an unauthorized occurrence, CVI shall not make, execute or enter into any deed, deed of trust, mortgage, conditional sales contract or any loan, pledge, sale, pole agreement or any other agreement or hypothecation concerning any of the facilities or property, real or personal, of CVI without the written approval of the City, such approval not to be unreasonably withheld and expeditiously considered.

Section 10.7. Notwithstanding anything to the contrary, no such prior consent of the City shall be required for a transfer or assignment to any person controlling, controlled by or under the same common control as CVI.

XI. CONSTRUCTION AND PERFORMANCE GUARANTEE

Section 11.1. To secure the City and to guarantee the construction, operation and maintenance

of the telecommunications system that it will post with the City a performance bond in the sum of \$500,000.00 within 60 days of execution of the franchise agreement for the term of this agreement. Such bond shall be a guaranty bond for construction, operation and maintenance of the system; removal of the system if necessary; and for the repair of any cable system damage to public or private property. The Council may make a claim against all or part of the guaranty bond to ensure the performance of any repair or work which shall not be satisfactorily performed or complete by CVI after sixty days notice to it.

XII. TERMINATION

Section 12.1. In addition to all other rights and powers reserved or pertaining to the City, the City reserves as an additional and as a separate and distinct remedy the right to terminate this Franchise and all rights and privileges of CVI thereunder in any of the following events or for any of the following reasons:

- (a) CVI fails after thirty (30) days prior written notice to comply with any of the provisions of this Franchise or has, by act or omission, violated any term of condition provided, however, that such period shall be extended for a period of time as may be reasonably necessary to correct such non-compliance or violation at the discretion of the Department of Communications; or
- (b) CVI becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt; or
- (c) CVI attempts to or does practice any fraud or deceit in its conduct or relations with the City under this Franchise.

Section 12.2. No termination shall be effective unless or until the Council shall have adopted a resolution setting forth the cause and reason for the termination and the effective date, which resolution shall not be adopted without thirty (30) days prior notice to CVI and an opportunity for CVI to be heard on the proposed resolution.

Section 12.3. Upon the expiration, non-renewal or termination of this Franchise, CVI shall have

DEARBORN CODE

the option to, without expense to the City and within such time as the City may reasonably require, remove its Cable System and restore the premises hereby authorized to be used and occupied to a condition reasonably satisfactory to the City, or to abandon said Cable System. In the event CVI chooses to abandon said Cable System, the City, after thirty (30) days prior written notice, shall be allowed to take over said Cable System located within the public ways of the City, as property of the City, without compensation, and in no event shall CVI have any claim for damages against the City on account of the taking over of said Cable System, nor shall CVI have any obligation to the City or any third party for the abandonment of said Cable System, except for reasonable costs of removal of the Cable System.

XIII. ACCEPTANCE OF AGREEMENT AND INCORPORATION OF ORDINANCE BY REFERENCE

Section 13.1. Upon execution of this Franchise by CVI, CVI agrees to be bound by all of its terms and conditions. In addition, CVI specifically agrees that this Ordinance of the City is incorporated by reference and made a part of the permit of Franchise.

Section 13.2. CVI will not set up or allege against the City any inaction or nonenforcement of a right, on one or repeated occasions, as the waiver of the surrender or any City right or privilege.

Section 13.3. CVI and the City agree to waive any and all past, present and future claims against each other arising out of the previous Franchise agreement between the parties.

XIV. SEVERABILITY

Section 14.1. If any section, subsection, sentence, clause, phrase or word of this Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction by action of CVI, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render invalid or terminate this Franchise.

Section 14.2. The headings incorporated by this Ordinance are for organizational purposes only and shall not be deemed part of the Franchise granted to CVI.

XV. TAMPERING WITH TELECOMMUNICATIONS SYSTEM

Section 15.1. A person who willfully or maliciously damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of either party, or who commits any act with intent to cause damage to any fiber, wire, cable, conduit, apparatus or equipment of either party, or who taps, tampers with, or connects any fiber or wire or device to a fiber, wire, cable, conduit or equipment of either party with intent to obtain a signal or impulse therefrom without authorization, shall be guilty of a misdemeanor pursuant of Section 3.4 of the Telecommunications Systems Regulatory Ordinance.

Section 15.2. This section shall not prevent CVI from removing, disconnecting or otherwise rendering inoperable any of its apparatus or equipment attached or in any way connected to such person's facilities, if done for reasonable cause including, but not limited to theft of operator's service(s).

Section 15.3. The prohibitions, penalties and remedies set forth in this section are in addition to any penalties and remedies for theft, fraud or destruction of property provided by State, Local or Federal law.

XVI. NOTICES

Section 16.1. All notices shall be in writing, and shall be deemed delivered to the addressee thereof two (2) days after deposit at a main or branch United States Post Office, and shall be certified or registered mail, return receipt requested, postage prepaid or sent by overnight delivery or telefacsimile, properly addressed to the parties, respectively, as follows:

For notices and communications to CVI:

CVI, Dearborn
15200 Mercantile Drive
Dearborn, MI 48120

APPENDIX—CATV FRANCHISE

With a copy to:

Time Warner, Corp.
14525 Farmington Road
Livonia, MI 48164

For notices and communications to the City:

City of Dearborn
13615 Michigan Avenue
Dearborn, Michigan 48126
Attn.: City Clerk

With a copy to:

City of Dearborn
Communications Department
16087 Michigan Ave.
Dearborn, MI 48126
Attn.: Director

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

XVII. AMENDMENTS

Section 17.1. This Franchise may be amended only by written Agreement of both parties.

XVIII. FORCE MAJEURE

Section 18.1. If by reason of a Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

Section 18.2. The term Force Majeure means an act of God, acts of public enemies, orders of any kind of a government of the United States of America or the State of Michigan or political subdivisions; riots, epidemics, fires, landslides, tornadoes, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

IN WITNESS WHEREOF, the parties have executed this Franchise as of the date first above written.

CITY OF DEARBORN

Date: _____
By: _____
Its: _____
Witness: _____
Date: _____
Ordinance
Legal Dept. Approved: _____
Date: _____

CVI

Date: _____

By: _____

Its: _____

AUTHENTICATION

This is to certify that the undersigned do hereby authenticate the foregoing Ordinance adopted on February 18, 1997 and published on February 27, 1997, effective the day following publication.

/s/ Michael A. Guido
Mayor

/s/ Duane Wydendorf
City Clerk

B. Ameritech New Media, Inc.

ORDINANCE NO. 99-798

AN ORDINANCE GRANTING A FRANCHISE TO AMERITECH NEW MEDIA, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF DEARBORN, MICHIGAN.

THE CITY OF DEARBORN ORDAINS:

I. GENERAL PROVISIONS

Section 1.1. Definitions. The definitions contained in the Dearborn City Cable Ordinance are incorporated by reference as if fully set forth. In addition, for the purposes of this Franchise, the following words, terms, phrases, and their derivations will have the meanings given herein. When consistent with the context in which they are used, 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

All Channels

✕ #	✕ Channel Name	Interests	Features
1	Bollywood ON DEMAND#	ON DEMAND	
1	Here TV! ON DEMAND#	ON DEMAND	
1	Howard Stern ON DEMAND#	ON DEMAND	
1	Too Much For TV ON DEMAND#	ON DEMAND	
1	Filipino ON DEMAND#	ON DEMAND	
1	ON DEMAND	Help & Services	
3	WLAJ (ABC)	News & Info	
4	WKAR (PBS)	News & Info	
5	CW (via WLAJ-DT)	News & Info	
6	Comcast Local	Sports	
7	WSYM (FOX)	News & Info	
8	WHTV (MNT)	News & Info	
9	WLNS (CBS)	News & Info	
10	WILX (NBC)	News & Info	
11	ION	Children & Family	
15	WGN	Children & Family	
16	TBS Superstation	Children & Family	
21	Government Access-HOM TV (moves to 915 on 1/15/08)	News & Info	
22	Govt Access E. Lansing/ Educ Access Haslett Meridian (moves to 912 effective 1/15/08)	News & Info	
23	Govt Access E. Lansing /Educ Access Okemos Meridian (moves to 913 effective 1/15/08)	News & Info	
24	Educational Access East Lansing (moves to 902 effective 1/15/08)	News & Info	
27	Educational Access (moves to 903 effective 1/15/08)	News & Info	
28	Educational Access (moves to 904 effective 1/15/08)	News & Info	
29	Educational Access (moves to 905 effective 1/15/08)		
30	Public Access (moves to 916 effective 1/15/08)	News & Info	
31	Educational Access-LCC (moves to 906 effective 1/15/08)	News & Info	
32	ESPN	Sports	
33	ESPN2	Sports	
34	Fox Sports Net Detroit	Sports	
35	The Learning Channel	Children & Family	
36	Home & Garden TV	Lifestyle	
36	Home & Garden TV	Lifestyle	
37	TNT	Lifestyle	
38	AMC	Movies	
39	A&E	Lifestyle	
40	The Weather Channel	News & Info	
40	The Weather Channel	News & Info	
41	CNN	News & Info	
42	CNN Headline News	News & Info	
42	CNN Headline News	News & Info	
43	Fox News Channel	News & Info	
44	Cartoon Network	Children & Family	
45	TV Land	Children & Family	
46	Nickelodeon	Children & Family	

47	ABC Family	Children & Family
48	Disney Channel	Children & Family
48	Disney Channel	Children & Family
49	Food Network	Lifestyle
49	Food Network	Lifestyle
50	E!	Lifestyle
51	Animal Planet	Children & Family
52	The Discovery Channel	Children & Family
53	Spike TV	Lifestyle
54	VH-1	Music
55	MTV	Music
56	FX	Lifestyle
57	USA	Children & Family
58	Lifetime	Lifestyle
59	Comedy Central	Lifestyle
60	MSNBC	News & Info
61	CNBC	News & Info
62	The History Channel	Children & Family
63	BET	Lifestyle
64	Univision	Multicultural
65	Versus	Sports
66	TV Guide	Help & Services
67	Golf Channel	Sports
95	Home Shopping Network	Lifestyle
96	QVC	Lifestyle
97	C-SPAN	News & Info
98	Court TV	News & Info
99	CBET	News & Info
102	ESPNews	Sports
103	Discovery Health	News & Info
104	C-SPAN 2	News & Info
104	C-SPAN 2	News & Info
105	C-SPAN 3	News & Info
106	Bloomberg	News & Info
107	Current TV (fka NWI)	Lifestyle
109	National Geographic	News & Info
109	National Geographic	News & Info
110	Science Channel	Lifestyle
110	Science Channel	Lifestyle
111	Discovery Times	News & Info
112	The Military Channel	Lifestyle
113	Discovery Home	Lifestyle
114	BBC America	Lifestyle
115	The Biography Channel	News & Info
116	History Channel International	News & Info
117	WE: Women's Entertainment	Lifestyle
118	style.	Lifestyle
119	Lifetime Movie Network	Movies
120	Soap Net	Lifestyle
121	DIY	Lifestyle
121	DIY	Lifestyle
122	Fine Living	Lifestyle
127	Sci-Fi	Lifestyle
128	PBS Kids Sprout	Children & Family
128	PBS Kids Sprout	Children & Family
129	Nicktoons Network!	Children & Family
130	Discovery Kids	Children & Family
130	Discovery Kids	Children & Family
131	Noggin	Children & Family
132	Nick Too	Children & Family
132	Nick Too	Children & Family

133	The N	Children & Family
135	Toon Disney	Children & Family
135	Toon Disney	Children & Family
139	MTV Hits	Music
140	MTV 2	Music
142	MTV Jams	Music
143	VH-1 Classic	Music
144	VH-1 Soul	Music
145	CMT Pure Country	Music
146	Country Music Television	Music
147	Great American Country	Music
148	FUSE	Music
149	Encore movieplex	Movies
150	Encore	Movies
152	Encore Action	Movies
154	Encore Mystery	Movies
156	Encore Love	Movies
158	Encore Drama	Movies
160	Encore Westerns	Movies
162	G4techTV	Lifestyle
163	LOGO	Lifestyle
164	IFC	Movies
165	Sundance Channel	Movies
166	FEARnet	
169	Turner Classic Movies	Movies
170	Flix East	Movies
172	Fox Movie Channel	Movies
174	BET Jazz	Music
175	Bravo	Movies
179	The Game Show Network	Children & Family
180	NFL Network	Sports
182	Fit TV	Lifestyle
186	AZN Television	Multicultural
188	MGTV	News & Info
189	Gospel Music Channel	Children & Family
202	ESPN HD	High-Definition TV
203	ESPN2 HD	High-Definition TV
205	HD Theater	High-Definition TV
206	MOJO	High-Definition TV
209	MHD	High-Definition TV
210	HD ON DEMAND	High-Definition TV
215	HBO HD	High-Definition TV
219	Cinemax HD	High-Definition TV
223	Showtime HD	High-Definition TV
227	Starz HD	High-Definition TV
231	WLAJ (ABC) HD	News & Info
232	WILX (NBC) HD	News & Info
233	WLNS (CBS) HD	News & Info
240	WKAR (PBS) HD	News & Info
249	Sky Team 10 Weather Source^	News & Info
262 - 264	Fox College Sports	Sports
265	ESPN Classic	Sports
267	Fox Soccer Channel	Sports
270	Outdoor Channel	Sports
271	Speed Channel	Sports
273	NBA TV	Sports
275	NFL Network	Sports
276	NHL Network	Sports
280	ShopNBC	Lifestyle
290	TBN	Lifestyle
290	TBN	Lifestyle