

ORDINANCE NO. 46

AN ORDINANCE GRANTING TO ORVILLE BROWN, PRESIDENT, WILLIAM E. SCHILLER, VICE PRESIDENT, JOHN PYLE, SECRETARY, SANTIAM CABLE VISION, A FRANCHISE TO STRETCH WIRES AND CABLES AND APPURTENANT STRUCTURES OVER AND UNDER THE STREETS OF DETROIT AND TO MAINTAIN THE SAME AS A COAXIAL CABLE DISTRIBUTION SYSTEM FOR TELEVISION DISTRIBUTION TO SUBSCRIBERS, RESIDENCES AND TO SUCH BUSINESS AND PUBLIC ESTABLISHMENTS, AND REGULATING RATES OF SUCH SERVICES.

THE CITY OF DETROIT ORDAINS AS FOLLOWS:

31-1 The City of Detroit hereinafter designated as "City", does hereby grant to Santiam Cable Vision, hereinafter designated as "Grantee," the right and privilege, Authority and franchise to erect coaxial cable in, over, upon & under the streets, alleys & public highways & avenues of the City of Detroit, Oregon, & to maintain & use the same as a coaxial cable subscription system for television signal distribution to subscribers homes & business establishments within the City of Detroit.

31-2 The construction authorized herein shall be done only in accordance with the plan or design submitted to & approved by the street committee of the Common Council of the City. All poles, cables, wires & other appurtenances shall be constructed & erected in a workmanlike manner. Nothing in this Ordinance shall be construed to prevent the City from sewerage, bridging, grading altering or otherwise improving the streets of Detroit, this ordinance shall further not be so construed as to deprive the City of any rights or privileges which it now has or which may be conferred upon it to regulate the use & control of streets. In the event that any of the Grantee's poles, cables, wires or other appurtenances interfere with any future use that the City desires to make of its streets or alleys the Grantee shall at its tenances upon being notified to do so. Any right granted hereunder shall always be subject to the right of the public to the free use of public property, and nothing herein shall be construed as granting any right that may interrupt or infringe upon the free use by the people.

31-3 That all installations made under this authority granted in this franchise shall be made in such a manner as to conform to any & all applicable regulations now in force or which may be enacted in the future for the public health, safety and welfare of the City of Detroit & its inhabitants.

31-4 The rights, privileges & franchise herein granted shall be valid as long as the Grantee abides by the provisions of this Ordinance or any other ordinances pertaining to installation & operating of cable TV, and the failure of the Grantee to carry out & perform the conditions of the Ordinance in all its aspects the said franchise shall be subject to termination or cancellation. In any event said franchise shall terminate at the end of five years and Grantee shall be allowed 30 days wherein to make application for renewal of franchise.

- 31-5 Whenever it becomes necessary to temporarily arrange, remove, lower or raise the aerial cables, wires or other appurtenances of the Grantee, to permit the passage of any building, machinery or other objects, the said Grantee will perform said rearrangement on seven (7) days written notice from the person or persons desiring to move the said building, machinery or other objects. Said notices shall bear the approval of such officials as the City may designate, shall designate the route of movement of the Building, Machinery of other objects, shall provide that the costs incurred by the Grantee in making such rearrangement of its aerial plant will be borne by the person or persons giving said notice, and shall further provide that the person or persons giving said notice will indemnify and save the Grantee harmless of and from any and all damages or claims whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of its aerial plant of the Grantee.
- 31-6 It shall be lawful for said Grantee to make all needful excavations in any such streets, alleys, avenues, thoroughfares, and public highways in the City for the purpose of placing, erecting laying & maintaining poles & other supports or conduits for said wires or for repairing, renewing or replacing same. Said work shall be done in compliance with the necessary rules, regulations & Ordinances, or orders which may, during the continuance of this franchise, be adopted from time to time by the City or its lawfully constituted agents. Whenever the Grantee shall disturb any of the streets for the purpose of aforesaid, it shall be restored to the same good order and condition as soon as practicable, without unnecessary delay and, failing to do so, the City shall have the right to fix a reasonable time within which said repairs & restoration of said streets shall be completed, and upon failure of the Grantee to make such repairs, the City shall cause such repairs to be made at the expense of the Grantee.
- 31-7 Whenever it becomes necessary to temporarily or permanently rearrange, remove, lower or raise aerial cables or wires or other apparatus of the Grantee to permit the City or its lawfully constituted agents to grade, rock, pave, repair, alter or improve any of the streets, alleys, avenues and thoroughfares or public highways within the City, the said Grantee will perform such arrangements on seven (7) days written notice from the City at no expense from the City.
- 31-8 The Grantee shall indemnify and save the City free and harmless from liability, loss, cost, damage or other expense from accident or damage, either to itself or persons or property of others, which may occur by reason of the exercise of the rights and privileges herein granted. As a prerequisite for the herein Ordinance to become effective, said Grantee shall provide a certificate of insurance, showing premiums prepaid for a period of six (6) months, and indicating liability coverage, and naming the City as co-insured for the following:
- (a) Bodily injury liability with limits of \$50,000.00 each person and \$100,000.00 each occurrence: and

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- (b) Property damage liability insurance with limits of \$25,000.00 each occurrence and \$50,000.00 aggregate.
- 31-9 No assignment of this franchise shall be permitted on the part of the Grantee, without prior written approval of the City having been obtained.
- 31-10 The rates & charges which the Grantee, its successors or assignees can charge or collect for services rendered or performed pursuant to this franchise, are as follows:
- (a) For installation & connection of service to private residences \$25.00 plus federal excise tax.
- (b) For installation & connection of service to a commercial establishment \$25.00 plus federal tax.
- (c) For further television signals to private residents \$5.00 installation plus \$1.00 per month plus federal tax.
- (d) For further furnishing television signals to commercial establishments \$5.00 per month, plus federal excise tax.
- (e) For furnishing extra outlets in one family dwelling \$5.00 not to be exceeded for labor and materials plus \$1.00 per month service charge.
- (f) If a resident qualifies as a summer home \$25.00 installation \$40.00 per year plus federal tax.

THE CITY RESERVES THE RIGHT, FROM TIME TO TIME, TO CHANGE, ALTER, REGULATE AND FIX THE RATES AND CHARGES WHICH THE GRANTEE, OR ITS SUCCESSORS OR ASSIGNS, MAY CHARGE OR COLLECT HEREINAFTER DURING THE LIFE OF THIS FRANCHISE.

31-11 The City reserves the right to consider the situation of the area and streets served by the Grantee's lines and installations & to make recommendations for service for other areas not being served, at any given time.

It is agreed that the Grantee will attempt to serve as many people and areas as it is physically able to do so, and it is also agreed that the Grantee will serve all areas & subscribers without discrimination.

31-12 The Grantee shall at all times fully and faithfully perform all the terms, provisions & conditions of this franchise or grant & furnish efficient service hereinunder & maintain its property in good order throughout the entire term of this grant, & upon default by the Grantee hereinunder & the continuance of such default for a period of thirty (30) days from and after receipt of notice from the City specifying such default, the City may, by Ordinance and for good cause shown, forfeit this grant or franchise & all further rights of the Grantee, its successors and assigns hereinafter.

The foregoing ordinance delite ordinance #31 passed & approved on
October 13, 1970 by the City Council of Detroit

Carolyn Gardner, Recorder

McMillan, Mayor