

AN ORDINANCE GRANTING A FRANCHISE TO BROOKE POINT CABLEVISION, INC., ITS SUCCESSORS AND ASSIGNS, TO OWN, OPERATE AND MAINTAIN A COMMUNITY TELEVISION SYSTEM IN THE COUNTY OF HERNANDO, FLORIDA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OR FRANCHISE; AND PROVIDING FOR REGULATIONS AND USE OF THE SAID SYSTEM BY SAID COUNTY.

SECTION 1: Short Title. This Ordinance shall be known and may be cited as the "Cable Television Ordinance."

SECTION 2: Definitions. For the purpose 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, 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.

- (1) "County" is the County of Hernando in the State of Florida.
- (2) "Company" is the grantee of rights under this Ordinance awarding a franchise and is known as Brooke Point Cablevision, Inc.
- (3) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (4) "System" shall mean the entire installation located in the County of Hernando.

SECTION 3: Grant of Authority. The County after due consideration in a full public proceeding affording due process of which proper notice was given and in which all interested persons were given the opportunity to participate, being satisfied as to the Company's legal, technical, character, financial and other qualifications, and the adequacy and feasibility of the Company's construction arrangements, hereby grants to the Company in the portion of the County defined as Township 22 South, Range 12 East, Sections 20, 21, 22, 27, 28 and 29, a non-exclusive franchise, right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over, and under the streets, alleys, public ways and public

RECEIVED
 SECRETARY OF STATE
 JAN 15 1973
 41110

places now laid out or dedicated and all extensions thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the County of a Cable Television System for the purpose of distributing television and radio signals and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth.

SECTION 4: Liability and Indemnification. The Company shall pay and by its acceptance of this franchise the Company expressly agrees that it will pay all damages and penalties which the County may legally be required to pay as a result of the Company's negligence in the installation, operation, or maintenance of the Cable Television System authorized herein. The County shall notify the Company's representative in the County within fifteen (15) days after the presentation of any claim or demand to the County, either by suit or otherwise, made against the County on account of any negligence or contract as aforesaid on the part of the Company. The Company shall carry and pay the cost of the following liability insurance in support of its undertaking to hold the County harmless from loss sustained by either on account of the negligence of the Company, in at least the amounts indicated below, for injury to or death of persons and injury to or destruction of property:

- (1) \$50,000.00 for property damage to any one person.
- (2) \$100,000.00 for property damage in any one accident.
- (3) \$100,000.00 for personal injury to any one person.

(4) \$300,000.00 for personal injury in any one accident.

The Company shall comply with all the provisions of the Workman's Compensation Law of the State of Florida.

SECTION 5: Local Office. During the term of this franchise, and any renewal thereof, the Company shall maintain within the County a local business office or agent for the purpose of resolving all complaints regarding the quality of service, equipment malfunctions, and similar matters. The Company shall provide the County Clerk's office with the address and phone number of said office or agent which will receive complaints regarding quality of service, equipment malfunctions and similar matters. The local business office or agent shall be open to receive inquiries or complaints from subscribers regarding the quality of service, equipment malfunctions, and similar matters during normal business hours, and in no event less than from 9 A.M. to 5 P.M. Monday through Friday. Any complaints from subscribers shall be acted upon as soon as possible, but at least within three business days of their receipt.

SECTION 6: Condition on Road Occupancy.

(1) The Company may enter into one or more contracts with the Light, Gas, Water and Telephone Companies or the owner or lessee of any poles or posts located within the County to whatever extent such contract or contracts may be expedient and of advantage to the Company furnishing the service covered by this Franchise to its customers.

(2) The Company system, poles, wires, and appurtenances shall be located, erected and maintained so that none of it shall endanger or interfere with the lives of persons, or interfere with any improvements the County may deem proper to make, or hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, easements, or public property.

SECTION 7: Approval of Transfer and Right of Acquisition by the County. The Company shall not sell or transfer its system to another, nor transfer any rights under this Franchise to another without approval by the County, provided, that no sale or transfer shall be effective until the vendee, assignee or lessee has filed with the appropriate official of the County an instrument duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this Franchise and agreeing to perform all conditions thereof. The system shall not be sold or transferred by the Company to any outside interest except upon written notice to the County not less than thirty (30) days before such transfer of sale.

SECTION 8: Payments to the County. The Company shall, during each year of operation under this Franchise, pay to the County, three (3) per cent of the annual gross subscriber revenues to customers located within the County. At the time of this annual payment, the Company shall furnish the County with an annual report showing the Company's annual gross subscriber revenues during the preceding year and such other information as the County shall reasonably request with respect to properties and expenses related to the Company's services within the County for such period.

SECTION 9: Records and Reports. The Company shall keep full, true, accurate and current books of account reflecting its investment and its operations under this Franchise, which books and records shall be kept and maintained in the Company's local office and shall be made available for inspection and copying by the Director of Finance of the County or his authorized representative at all reasonable times.

SECTION 10: Rates. The Company's initial rates for service rendered to normal residential customers shall not exceed the following schedule adjusted

... accordance with changes in the U. S. Bureau
of Labor Statistics Consumer Price Index:

- (1) Normal installation charge will be \$15.00
- (2) Normal monthly service charge not to exceed \$7.50
- (3) Normal installation charge for additional outlets will be \$15.00
- (4) Normal monthly service charge for second outlet will not exceed \$2.00

In addition to the monthly service charge specified above, the Company may add to that rate, taxes or fees imposed upon the company's gross subscriber revenues by

city, state or federal governmental or legislative bodies and fees or charges imposed upon the Company for the use and distribution of copyrighted material.

No increases in rates to subscribers shall be made except as approved by the County after an appropriate public proceeding affording due process held in accordance with the provisions of Section 11 hereof.

SECTION 11: Procedures. (a) Any injury, proceeding, investigation or other action to be taken or proposed to be taken by the County Commission in regard to the operations of Company's cable television system, including action in regard to a change in subscription rates, shall be taken only after 30 days public notice of such action or proposed action is published in a local daily or weekly newspaper having general circulation in the County; a copy of such action or proposed action is served directly on Company and, the Company has been given an opportunity to respond in writing and/or at hearing as may be specified by the County Commission, and general members of the public have been given an opportunity to respond or comment in writing on the action or proposed action.

(b) The public notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the County Commission. If a hearing is to be held, the public notice shall give the date and time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The Grantee is a necessary party to any hearing conducted in regard to its operation.

SECTION 12: Free Connection and Service. Upon request the Company shall furnish free of charge, outside connections and service to hospitals owned and operated by the County and to all public schools located

within the County and to County buildings, when other connections are being made within the particular area of any such hospitals, schools or public buildings; provided, however, any and all inside wiring or work shall be done at the expense of the hospital, school, or County, as the case may be, and provided that a service cable has previously been installed in reasonable proximity to such hospital, school or public building.

SECTION 13: Franchise Term. The Franchise granted the Company herein shall terminate 15 years from date of grant. The franchise may be renewed for periods of reasonable duration not to exceed fifteen (15) years per renewal period, on the same terms and conditions as contained herein, or on such different terms or conditions as are consistent with the requirements of Section 26.31 and other Rules of the Federal Communications Commission. Unless contrary notification be timely received from the County, the Company's application for renewal shall be approved, provided:

- (1) the Company shows that its CATV service during the preceeding franchise period has reflected a good-faith effort to serve the needs and interests of its franchise area, and
- (2) the Company has not demonstrated a callous disregard for the law and all pertinent regulations.

No renewal of this franchise shall be granted unless authorized by the County following proper public notice and a full public proceeding affording due process and held in accordance with the provisions of Section 11 hereof.

SECTION 14: Commence of Construction.

Upon grant of this Franchise to construct and maintain a community television system in the County of Hernando, the Company may enter into contracts with Light, Gas, Water,

and posts necessary for proper installation of the system, obtain right of way permits from appropriate State, County and Federal officials necessary to cross highways or roads under their respective jurisdictions to supply main trunk lines from the Company's receiving antennas, obtain permission from the Federal Aviation Authority to erect and maintain antennas suitable to the needs of the system and its subscribers and obtain whatever other permits a County, State or Federal Agency may require. In the construction, installation and maintenance of its system the Company will use steel, cable and electronic devices, all of specialized and advanced design and type; in the operation of its system the Company will employ personnel with training, skill and experience in electronics and communications. Neither materials nor personnel of this sort will be available to the Company for its system in the event of a war or other similar national emergency.

SECTION 15: Construction Schedule. Within one (1) year from the date the Federal Communications Commission certifies that the Company's plans for cable television operation in and for the County comply with its Rules and Regulations governing cable television, the Company shall accomplish significant construction of the system; thereafter, it shall reasonably and equitably extend energized trunk cable to 20% of its County franchise area each year unless additional time is granted by the County Commission upon request of the Company for good cause shown.

SECTION 16: Modification of FCC Rules. Consistent with the requirements of Rule 76.31(a)(6) of the Federal Communications Commission, any modification of Rule 76.31 resulting from amendment thereto by the Federal Communications Commission shall to the extent applicable be considered as a part of this franchise as of the effective date of the amendment made by the FCC and shall be incorporated in such franchise by specific

amendments thereto by the lawful action of the County Commission within one (1) year from the effective date of the Federal Communications Commission's amendment or at the time of renewal of this franchise, whichever occurs first.

SECTION 17: Activities Prohibited. The Company shall not allow its cable or other operations to interfere with television reception or persons not served by the Company, nor shall the system interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the County.

SECTION 18: Limited Purpose. This Franchise is granted by the Board of the County of Hernando, to the Company purely for the purpose of using easements, streets and highways of the County to erect and construct the Company's system and is not intended to convey any copyrighted or patent privileges whatsoever.

SECTION 19: The Company shall be liable for all damages done to any streets, roads, sidewalks or other similar property within the franchise area as a result to the installation of its' facilities. Upon demand, the Company shall make immediate repairs to any streets, roads, sidewalks or similar property and upon failure to so comply the County may, at its' option, repair same and assess the reasonable costs thereof against the Company for such repairs, in addition to any other remedies available under this franchise as a result of said failure.

SECTION 20: Separability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

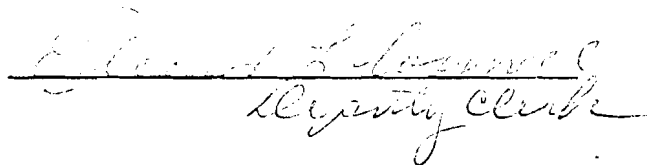
SECTION 21: Ordinance Repealed. All ordinances or parts thereof in conflict with the provisions of the Ordinance are hereby repealed.

SECTION 22: BE IT FURTHER ORDAINED that this Ordinance take effect from the date it shall have been passed by the Board, certified and delivered, to the office of the Chairman of the Board in writing by the Comptroller, and become effective as otherwise provided by law.

Passed this November 13, 1973 at Brooksville, Florida.


Chairman of the Board

Attest:


Deputy Clerk