

**FRENCHTOWN CHARTER TOWNSHIP
CABLE TELEVISION FRANCHISE ORDINANCE
FOR FRENCHTOWN VILLA, INC.
Ord. No. 192; Date of Adoption: August 2000**

An Ordinance granting a non-exclusive Franchise to Frenchtown Villa, Inc., its successors and assigns, to install, operate and maintain a satellite master antenna television system or cable communication system on the property described and attached as Exhibit A within the Charter Township of Frenchtown, Monroe County, Michigan.

THE CHARTER TOWNSHIP OF FRENCHTOWN ORDAINS:

This Ordinance shall be known and may be cited as the “Frenchtown Cable Television Franchise Ordinance for Frenchtown Villa, Inc.”.

Section 1. Grant of Authority.

The Charter Township of Frenchtown (“the Township”), Monroe County, Michigan, hereby grants to Frenchtown Villa, Inc., a Michigan Corporation, hereinafter referred to as “Grantee” and its successors and assigns a non-exclusive Franchise, right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the private property known as Frenchtown Villa and Elizabeth Woods, all poles, wires, cables, underground conduits, and all other facilities necessary for the maintenance and operation of a satellite master antenna television system or cable communications system (hereinafter referred to as “SMATV System”) for the purpose of distributing television programs and various other electronic services to the residents of Frenchtown Villa Mobile Home Park and Elizabeth Woods Mobile Home Park, in accordance with all laws and regulations of the United States of America, the State of Michigan, and the ordinances and regulations of Frenchtown Charter Township.

Section 2. Conditions of Occupancy.

(1) Grantee may enter into one or more contracts with any electric utility, telephone company, or other owner or lessee of any poles, posts or conduits located within Frenchtown Villa Mobile Home Park and Elizabeth Woods Mobile Home Park to whatever extent such contract or contracts may be expedient and of advantage to Grantee in furnishing the service covered by this Franchise to the subscribers.

(2) Poles and towers shall be erected so as not to interfere with traffic over the streets and alleys of the Frenchtown Villa Mobile Home Park and Elizabeth Woods Mobile Home Park and the location of all poles, tower, or other obstruction shall be fixed with the prior written approval of the Charter Township of Frenchtown, giving consideration to the reasonable use of such streets and alleys. Provided further, that the location shall not be a vested interest and such poles, towers, or other obstructions shall be relocated by Grantee whenever they restrict or obstruct the use or location of said streets and alleys or at the request of the Township.

(3) All streets and sidewalks, and all public and private property, disturbed or damaged in the construction or maintenance of the satellite master antenna television system or cable communication system shall be promptly repaired by Grantee at its expense and to the satisfaction of the Township.

(4) Grantee shall be subject to all Ordinances now in force or that may be hereafter enacted relative to the use of the streets and alleys and other public and private places of the Township, and shall likewise be subject to all laws of any nature dealing with public and private rights.

Section 3. Liability, Indemnity and Insurance.

(1) Grantee shall exercise precautions to avoid damage to public and private property and members of the public in construction, installation, operation and maintenance of the satellite master antenna television system or cable communication system authorized herein.

(2) Grantee hereby assumes all responsibility for any and all damage to public and/or private property caused by the fault or negligence of Grantee or its agents in the construction, installation, operation, or maintenance of the satellite master antenna television system or cable communication system.

(3) Grantee shall indemnify, protect, defend, and save harmless the Township from and against any and all claims and demands for damages to public and/or private property and injury or death to persons, including, but not limited to, payments under any worker's compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by any of Grantee's activities under this Franchise. Grantee shall carry insurance to protect the Township from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of Grantee's activities under this Franchise, including such insurance as will protect it from all claims under any worker's compensation laws in effect that may be applicable to it. All insurance required shall cover Grantee and the Township as their respective interests may appear, and shall remain in force the entire life of the Franchise. Such insurance policy or policies shall include an endorsement that the insurer will not cancel or change the policy of insurance issued to Grantee except after thirty (30) days written notice given to the Township by certified mail.

(4) For the calendar year 1999, and thereafter until changed by the Township Board as specified below, Grantee shall carry public liability and bodily injury insurance of at least \$500,000.00 for one person, \$1,000,000.00 for each occurrence, and \$500,000.00 for property damage insurance.

(5) No later than January 15 of each year, Grantee shall submit to the Township certificates of insurance showing the coverage required herein and certifying that the insurance policy or policies contain an endorsement that the insurer will not change or cancel such policy or policies of insurance except after thirty (30) days written notice given to the Township by certified mail. At the next regular meeting following receipt of the certificates, the Township

Board shall review the certificates and may by motion increase or decrease the amount of insurance coverage required in Subsection (4) hereof.

Section 4. Subscriber Rates and Charges.

(1) The rates and charges for service shall be fair and reasonable and designed to meet all costs of service, including a fair and adequate rate of return on Grantee's investment. Grantee's initial rates are shown in Exhibit B attached hereto. Except as otherwise provided under Federal law or Township regulations, Grantee's rates for service shall be the same at all times in all areas of the Township.

(2) As to cable services, Township acknowledges that as of the date of the Franchise, its ability to regulate rates and charges is limited by the Cable Communications Policy Act of 1984, as amended by the Cable Television and Consumer Protection and Competition Act of 1992, and as further amended by the Telecommunications Act of 1996 as amended and applicable FCC regulations.

Section 5. Franchise Term.

The initial term of the Franchise granted Frenchtown Villa, Inc., herein shall be ten (10) years from the effective date of this Ordinance. Upon written agreement of the Township and Grantee the term may be extended for a successive ten (10) year term. Grantee shall give written notice to the Township of its request to extend the Franchise not later than ninety (90) days prior to the end of the initial term. Written notice of the request to extend the Franchise shall be provided to the Township Clerk at the Clerk's office by certified mail, return receipt requested.

Section 6. Service Area.

Service shall be provided within the premises of Frenchtown Villa Mobile Home Park and Elizabeth Woods Mobile Home Park.

Section 7. Approval of Transfer.

Grantee shall not sell or transfer this Franchise without prior approval by the Township, which approval shall not be unreasonably withheld. Grantee shall give the Township written notice not less than ninety (90) days before such proposed sale or transfer. Failure of the Township to act within sixty (60) days from receipt of the notice will constitute approval; provided that no sale or transfer shall be effective until the purchaser or transferee has filed with the appropriate office of the Township an instrument duly executed, reciting the fact of sale or transfer, the financial and technical responsibility of the transferee, accepting the terms of this Franchise and agreeing to perform all conditions hereof. Notwithstanding the above, this Franchise may be sold or transferred without Township approval to any person, partnership, corporation or other entity in which Grantee or its principal stockholder(s) has a majority or controlling interest. Township approval shall not be required for collateral assignment of this Franchise for financing purposes.

Section 8. Fees.

(1) Grantee shall on January 15 of each year of operation under this Franchise pay to the Township Three (3%) Percent of its annual gross subscriber receipts taken and received by Grantee for cable television services rendered to subscribers located within the Township during the previous twelve (12) calendar months, which fee shall in no event be less than \$500.00. In addition, Grantee shall pay on each January 15th, \$500.00 which shall be credited toward the franchise fee for the next twelve (12) calendar months. At the time of this annual payment, Grantee shall furnish the Township a report showing Grantee's annual gross subscriber receipts during the preceding year and such other information as the Township may reasonably request with respect to properties and expenses related to Grantee's services within the Township during such period.

(2) The Township may elect, at its sole discretion, to increase the amount of the Franchise Fee to a higher percentage, not exceeding five (5%) percent or reduce it to a lessor or no percentage. If the Township so elects, it shall give Grantee at least sixty (60) days written notice of same, and thereafter, Grantee shall pass through to subscriber the amount of any increase or decrease in the Franchise Fee pursuant to Section 622 of the Communications Act of 1934 (47 USC 542(c)). Township may revoke the election upon similar notice.

(3) "Annual gross subscriber receipts" shall mean all compensation taken and received by Grantee for supplying basic subscriber service, that is, monthly service sold to Grantee's subscribers under this Franchise, but shall not include other revenues derived from its cable television system, including but not limited to, per-program or per-channel charges; leased channel revenues; advertising revenues; installation; connection or relocation charges. Gross annual subscriber receipts shall not include taxes on services furnished by Grantee which are or may be imposed upon any subscriber by any City, State or other government unit and collected by Grantee for such government unit.

Section 9. Prohibited Practices - Discrimination.

Grantee shall not unjustly discriminate among its subscribers under this Franchise in its services or rates. Nothing herein shall be deemed to prohibit promotional offerings or a graduated scale of rates and charges or classified rates and charge schedules to which any customer coming within such classification shall be entitled.

Section 10. Complaints.

Grantee shall maintain a business office or toll free telephone listing in the Township for the purpose of receiving inquiries and complaints from its subscribers and other residents of the Township. Grantee shall investigate all complaints promptly and shall in good faith attempt to resolve them promptly and equitably.

Section 11. Revocation.

This Franchise may be revoked upon thirty (30) days written notice to the Grantee, at any time for violation of the Franchise Agreement, the Franchise Ordinance, Ordinance #120 as amended, any and all other State, Federal or local laws or Ordinances. Provided, however, that the reasons for revocation shall be furnished in writing to the Grantee and the Grantee shall have the right to be heard publicly prior to the revocation of said Franchise.

Section 12. Removal of Equipment.

Upon termination of this Franchise, Grantee shall either transfer its equipment and facilities located in public places in the Township to a purchaser which has been approved by the Township or remove its equipment and facilities from public places, except that equipment and facilities which the Township may permit Grantee to abandon in place. At the time of passage of this Ordinance, Grantee has no intention or plan to occupy any public places. In the event that Grantee would occupy any public places for equipment and facilities, Grantee shall execute and deliver to the Township a good and sufficient bond, with corporate surety, in a sum to be agreed upon the parties, but not less than \$50,000.00, conditioned upon Grantee's obligation to remove all equipment and facilities from public places located in the Township upon termination of this Franchise.

Section 13. Quality of Service.

Grantee's receiving equipment and distribution lines and related electronic components, insofar as technically possible, shall be installed and maintained so as to provide pictures at subscribers' receivers throughout the system essentially of the same visual quality as those received at Grantee's antenna site. Installation and maintenance of equipment shall be such that standard NTSC color signals shall be transmitted with reasonable fidelity to any subscriber color receiver. Grantee's service shall meet all technical standards set forth by the Federal Communications Commission for SMATV systems. Grantee's equipment shall have the capacity, capability and technical standards as will enable it to connect and be compatible with any other cable communication system or community antenna television system located in Monroe County. Grantee's system shall have a two-way capability and 400 MHz of band width (52 channels) capability. Grantee shall transmit a minimum of 16 channels, including one public access channel and one weather channel, both with early warning capabilities on all other channels.

The Grantee shall designate a channel which will be used for emergency broadcast (public access) of both audio and video. The Grantee shall cooperate with the Monroe County office of Civil Preparedness and other governmental agencies in the use and operation of emergency alert systems.

Section 14. Severability.

If any 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 portions.

Section 15. Activities Prohibited.

(1) It shall be unlawful for any person to make any connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of Grantee's satellite master antenna television system or cable communication system for the purpose of enabling himself or others to receive any television signals, radio signals, pictures, programs, sounds or other information or intelligence transmitted over Grantees' satellite master antenna television system or cable communication system without authority from and payment to Grantee.

(2) It shall be unlawful for any person without the consent of the Grantee to willfully tamper with, remove, or injure any cable, wires, or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds, or any other information or intelligence transmitted over Grantee's satellite master antenna television system or cable communication system.

Section 16. Penalties.

Any person, firm, or corporation violating any of the provisions of this Ordinance shall, upon conviction thereof, be guilty of a misdemeanor which shall be punishable by a fine not to exceed Five Hundred and 00/100 (\$500.00) Dollars, or imprisonment not to exceed ninety (90) days in jail, or by both such fine and imprisonment, in the discretion of the court. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 17. Enabling Ordinance.

This Ordinance is adopted pursuant to the Frenchtown Charter Township Community Antenna Television System Ordinance #120 as amended.

Section 18. Effective Date.

This Ordinance shall become effective thirty (30) days after final passage and publication in a newspaper having general circulation in Frenchtown Charter Township, Monroe County, Michigan.

EXHIBIT A

DESCRIPTION OF PROPERTY SERVED BY FRANCHISEE

Parcel 1: Part of the Northwest quarter of Section 3 Town 6 South, Range 9 East, described as follows: Commencing 771.96 feet South 0 degrees 10 minutes West from the North quarter corner of said Section 3, Proceeding thence South 0 degrees 10 minutes West 531.82 feet, thence South 89 degrees 59 minutes West 1730.73 feet to the East right of way line of Telegraph Road, thence North 27 degrees 49 minutes 30 seconds East along said right of way line 531.25 feet to center of County Drain, thence South 88 degrees 52 minutes 00 seconds East along center of said drain 692.40 feet, thence continuing along center of said drain North 84 degrees 30 minutes 30 seconds East 796.22 feet to point of beginning.

Parcel 2: Part of the Southeast quarter of the Northwest quarter and Southwest quarter of the Northeast quarter of Section 3 Town 6 South, Range 9 East, being more particularly described as: Beginning at a point distant South 00 degrees 10 minutes 00 seconds West along the North/South quarter line, 1303.78 feet from the North quarter corner of said Section 3, thence South 89 degrees 32 minutes 50 seconds East 111.18 feet, thence South 00 degrees 34 minutes 54 seconds West 1319.03 feet, thence North 89 degrees 54 minutes 30 seconds West along the East/West quarter line of said Section 3, 101.75 feet to the center quarter corner of said Section 3, thence North 88 degrees 47 minutes 53 seconds West along said East/West quarter line, 1330.33 feet, thence North 00 degrees 34 minutes 54 seconds East, 1291.45 feet, thence North 89 degrees 59 minutes 00 seconds East, 1320.89 feet to the point of beginning; Also, the South 36 feet of the North 146 feet of the Easterly 1177.61 feet of the Southwest quarter of the Northeast quarter of said Section.

Parcel 3:

Commencing at point on center line War Road South 0 degrees 12 minutes 12 seconds East 297 feet from intersection of centerline of War Road and North line of said Section 3; thence South 0 degrees 12 minutes 12 seconds East 1723.36 feet; thence North 89 degrees 49 minutes 07 seconds East 661.27 feet; thence North 0 degrees 01 minutes 08 seconds West 1984.90 feet to North line said Section 3; thence North 89 degrees 57 minutes 53 seconds West 519.46 feet; thence South 0 degrees 12 minutes 12 seconds East 297 feet; thence North 89 degrees 57 minutes 53 seconds West 148.5 feet to point of beginning.

East one-half of East one-half Section 3 commencing at Northeast corner of said Section 3; thence 395 feet West to point of beginning; thence South 0 degrees 8 minutes 45 seconds West 602.41 feet; thence due East 395 feet; thence South 0 degrees 8 minutes 45 seconds West 2014.05 feet, thence South 89 degrees 48 minutes 50 seconds West 658.96 feet; thence North 0 degrees 02 minutes 50 seconds West 2618.59 feet; thence due East 272.77 feet to point of beginning.

Being part of West one-half of East one-half of Northeast quarter Section 3 commencing at point of beginning on centerline War Road South 0 degrees 12 minutes 12 seconds East 2020.36 feet from intersection of centerline War Road and North line of said section 3; thence South 0 degrees 12 minutes 12 seconds East 600 feet; thence North 89 degrees 49 minutes 07 seconds East 659.34 feet; thence North 0 degrees 01 minutes 08 seconds West 600 feet; thence South 89 degrees 49 minutes 07 seconds West 661.27 feet to point of beginning.

EXHIBIT B

SUBSCRIBER RATES AND CHARGES

MONTHLY SERVICE

Single Residential	\$ _____
Additional Outlet each	\$ _____

INSTALLATION CHARGES

Single Residential Outlet	\$ _____
Additional Residential Outlet	\$ _____
Re-connection	\$ _____

PROPOSED CHANNEL LINE-UP

Channel	Call Letters	Location
2	WJBK	Detroit
4	WDIV	Detroit
7	WXYZ	Detroit
9	CBET	Windsor
11	WTOL	Toledo
13	WTBG	Toledo
20	WXON	Detroit
24	WDHO	Toledo
50	WKBD	Detroit
56	WTVS	Detroit
62	WGPR	Detroit
T3	WGN	Satellite
T6	WTBS	Satellite
T7	ESPN	Satellite
T9	Weather Channel	
T12	Emergency Public Access	