

ORDINANCE NO. 48

AN ORDINANCE GRANTING UNTO CENTURY TELEVIEW OF LOUISIANA, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ERECT AND MAINTAIN A COMMUNITY ANTENNA SYSTEM IN THE TOWN OF CHOUDRANT, LOUISIANA, AUTHORIZING THE USE, RIGHT, PRIVILEGE, POWER AND AUTHORITY TO CONSTRUCT, MAINTAIN, OPERATE AND REMOVE IN, OVER AND ACROSS, STREETS, AVENUES, ALLEYS, BRIDGES, HIGHWAYS AND OTHER PUBLIC PLACES IN SAID TOWN OF CHOUDRANT, FOR THE PURPOSE OF TRANSMISSION BY CABLE TELEVISION IMPULSES AND TELEVISION ENERGY FOR THE SALE TO INHABITANTS OF SAID TOWN, FOR A PERIOD OF FIFTEEN (15) YEARS; PROVIDING FOR THE REGULATION THEREOF AND FURTHER PROVIDING FOR THE PROPER INSURANCE AND FRANCHISE FEES.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF CHOUDRANT, IN REGULAR SESSION CONVENED:

SECTION 1.

The Town of Choudrant, Louisiana, hereinafter sometimes referred to as Grantor, hereby grants unto CENTURY TELEVIEW OF LOUISIANA INC., a Louisiana Corporation domiciled in Lincoln Parish, hereinafter sometimes referred to as Grantee, a franchise, right and privilege, from the date of the adoption of this ordinance, and for a period of fifteen (15) years subsequent thereto, to build, construct, equip, own, maintain and operate in the streets, avenues, alleys, lanes, bridges, highways and other public places in said Town of Choudrant, Louisiana, wires, lines and other necessary appurtenances and equipment for the purpose of operating, conducting and extending to the citizens of the Town of Choudrant and the inhabitants thereof a community television antenna system.

SECTION 2.

Grantee's cables, wires and appliances in each and every location shall be erected and maintained in accordance with the requirements and specification of the National Electric Code, as amended, of the National Board of Fire Underwriters, and the National Safety Code prepared by the National Bureau of Standards, or any and all such applicable ordinances and regulations as Grantor shall from time to time adopt, subject to any exception hereto which shall hereafter be approved by Grantor in writing, and Grantee shall make any changes in its equipment and attachments, whether as to location or otherwise, as are required by Grantor in order to comply with the safety and other requirements of the codes, ordinances and regulations above referred to.

SECTION 3.

The Grantee shall indemnify, protect and hold harmless the Grantor from any and all claims and demands for damage to property, bodily injury or death to persons, including payments under Workmen's Compensation Law or any other plan for employees disability and death benefits which might arise out of, or be caused by, the construction, maintenances, presence, use or removal of Grantee's equipment. It is understood that the privileges granted herein are upon the express condition that all risks thereto be assumed by Grantee and its employees. Accordingly, it is agreed that during the term of this franchise, Grantee shall maintain in full force and effect a policy of public liability insurance, with limits of at least ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS, per occurrence, for the protection of Grantor and Grantee from all claims for damage to property, bodily injury or death which may arise or result, directly or indirectly, from the operations of Grantee. Grantee shall furnish Grantor certificates, from each company so insuring Grantee, to the effect that it has issued to Grantee a policy of insurance as described herein and stating that it will not cancel or change any policy of insurance so issued to Grantee without first giving written notice to Grantor at least thirty (30) days prior to the effective date of such change of cancellation.

SECTION 4.

Should Grantee fail to comply with any of the provisions of this agreement, including the specifications herein referred to, or default on any of the obligations under this agreement and shall fail within thirty (30) days after written notice from Grantor to correct such default or non-compliance, Grantor may, at its option, forthwith terminate this agreement and franchise.

SECTION 5.

Failure of Grantor to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such items or conditions, but the same shall be and remain at all times in full force and effect.

SECTION 6.

- A. Grantee shall carry the full daily programming of each of the following television broadcast stations:

KNOE, Monroe, Louisiana
KTVE, Monroe, Louisiana
El Dorado, Arkansas

KLAA, West Monroe, Louisiana
KLTM, Monroe, Louisiana
WTBS, Atlanta, Georgia
WGN, Chicago, Illinois
ESPN, Entertainment and Sports Programming Network
USA,
Nickelodeon,
CBN, Christian Broadcast Network

Grantee shall charge its subscribers a flat monthly rate of ELEVEN AND NO/100THS (\$11.00) DOLLARS, to supply the broadcast stations listed above.

- B. In addition to the basic services listed above, Grantee will make available to its subscribers the following broadcast programs at the following monthly rates: Basic Service and Home Box Office, TWENTY AND 50/100THS (\$20.50) DOLLARS, Basic Service, Home Box Office and Cinemax, TWENTY-NINE AND NO/100THS (\$29.00) DOLLARS, multiple FM reception ONE 50/100THS (\$1.50) DOLLARS.
- C. As a prerequisite for receiving Grantee's services, Grantee is hereby authorized to levy the following installation fees: Basic installation, TWENTY AND NO/100THS (\$20.00) DOLLARS; Reconnection, TEN AND NO/100THS (\$10.00) DOLLARS; Additional Pay Channel, TEN AND NO/100THS (\$10.00) DOLLARS; Additional Outlet, TEN AND NO/100THS (\$10.00) DOLLARS.
- In addition to the charges outlined above, Grantee may levy a fee of not more than TWENTY AND NO/100THS (\$20.00) DOLLARS each occasion that Grantee adds and additional broadcast service, or services, to the subscriber.

SECTION 7.

Grantee shall not interrupt the signals of any of the television stations whose programs it is carrying except to make announcements of grave impending danger to its customers, and then, only after request from the proper civil authorities for the making of such announcements.

SECTION 8.

Grantee's system shall be constructed and maintained in full conformity with all requirements of the Federal Communications Commission.

SECTION 9.

Grantee shall pay Grantor three percent (3%) of the gross annual basic subscriber revenues collected by Grantee from its customers located within the corporate limits of the Town of Choudrant; such amount to be paid by Grantee annually on January 31. Each such payment shall cover the charge accruing during the annual period ending the day before each such payment is due. Grantee specifically reserves the right to make application to the governing body of the Town of Choudrant, Louisiana, for a change in the above stated franchise fee, and the Town of Choudrant, Louisiana, agrees to grant Grantee fair and impartial hearing on any such application.

SECTION 10.

In addition to the compensation set out in the last preceding paragraph, Grantee shall pay to Grantor all taxes and licenses paid by businesses generally, including ad valorem taxes and occupational licenses.

SECTION 11.

During the term of this franchise Grantee shall not enter the business of selling or servicing television sets in the Town of Choudrant, nor shall it solicit or use its influence in any way to channel business for the purchasing or servicing of television sets to any particular person or corporation. Breach of the obligation imposed upon Grantee in this paragraph will be grounds for Grantor to declare this franchise terminated.

SECTION 12.

Grantee agrees to provide a community television antenna system which will be readily available to the inhabitants of the Town of Choudrant, Louisiana, except where such service is not feasible from a legal or engineering standpoint.

SECTION 13.

Grantee shall make its books, vouchers, contracts, ownership records, and other records available to the Grantor's auditors at all reasonable times for the purpose of determining fair and reasonable rates for the service charges, maintenance charges, and any and all other charges made by Grantee for connection with, or service by, its community television antenna

system to the inhabitants of the Town of Choudrant and for the further purpose of verifying the amounts to be paid by Grantee to Grantor pursuant to Section 10 of this franchise agreement.

SECTION 14.

This franchise shall not be exclusive.

SECTION 15.

In the event any section, clause or provision of this ordinance shall be declared invalid for any reason by a Court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions of this ordinance as a whole or any part thereof, other than the part thereof declared invalid.

SECTION 16.

All ordinance or parts of ordinances in conflict herewith are hereby repealed. The ordinance was read and considered by sections and as a whole, and upon being put to an official vote, was adopted by the following yea and nay vote:

YEA: ILEY BARR
JOE R. ASWELL
W.G. KELLY

NAY: NONE

ABSENT: NONE

And the ordinance was declared adopted on this 4th day of OCTOBER, 1982.

-S- W.G. KELLY
CLERK

LYNN SANDERSON
MAYOR

I W.G. KELLY, CLERK, CERTIFY THAT THIS IS A TRUE AND CORRECT COPY

SIGNED: -S-
W.G. KELLY