

# Ordinance No. 71 WGN Televents

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An ordinance granting to WGN Televents, Inc., a franchise to operate and maintain a Community Antenna Television System in the Village of South Range, State of Michigan, and consenting to the right to the use of highways, streets, sidewalks, alleys and other public places for the exercise of such franchise.

The Village of South Range, ordains:

### Section 1.

WGN Televents, Inc., and its successors or assigns, is hereby granted a non-exclusive franchise for a period of ten (10) years from and after the effective date set forth in Section 10 of this Ordinance, to operate and maintain a Community Antenna Television System in said Village for the interception, sale and distribution of television signals, subject to the terms and conditions hereinafter recited.

### Section 2.

Consent to the right to the use of the highways, streets, sidewalks, alleys and other public places under the control of said Village, necessary for the operation of said system, is hereby given, provided that the same shall not injuriously interfere with other public uses of said highways, streets, sidewalks, alleys or other public places, and that the designation of the routes and the installation of such facilities for such operation of such system, in and within such highways, streets, sidewalks, alleys and other public places under the control of said Village shall be subject to the reasonable regulation of the Village of South Range.

### Section 3.

The Company shall install, operate and maintain its wires, cables, conduits, connections, relays and apparatus only upon poles owned and/or maintained by public utility corporations presently operating within Village subject to the approval of said companies, and, when such poles are not available or are not, in the Company's opinion, satisfactory, upon poles owned and maintained by the Company. The Company shall have the right to install its own poles as provided in and subject to the provisions of Section 2 hereof in the event that Company must use poles owned by it as provided in Section 3.

### Section 4.

The Company shall, at all times save the Village harmless from and against any and all damages, lawful claims and demands for injury to person or property which may be made against the Village in any manner growing out of the maintenance or operation, or both of such Community Antenna Television System or any equipment of the Company, and in case suit shall be filed against the Village, either independently or jointly with the Company, to recover any claim for damages, the Company upon notice to it by the Village shall defend the Village against said action, and in the event of a final judgement being obtained against the Village, either independently or jointly with the Company on account of the acts of the Company aforesaid, the Company will pay said judgement and all costs and hold the Village harmless therefrom.

### Section 5.

No charges shall be made by the Company to its subscribers in excess of the charges set forth below:

Residential Service (Single or Multiple Family Dwellings)

Installation of Licensee's Service to Subscriber's Building: \$25.00

Re-Installation to Building upon Change of Ownership or Tenancy: \$12.50

Monthly Service Charge: \$5.50

Annual Service Charge: \$61.00

Additional Tap-Offs for same subscriber in same building

Installation: No Charge

Re-Installation: No Charge

Monthly Service Charge: \$1.50

Annual Service Charge: \$18.00

Commercial Service

Installation: \$25.00

Re-Installation: \$12.50

Monthly Service Charge: \$5.50

Annual Service Charge: \$66.00

Additional Tap-Offs at same commercial establishment

Installation: \$10.00 each

Re-Installation: No Charge

Monthly Service Charge: \$2.00 each

Annual Service Charge: \$24.00 each

Installation and re-installation charges shall be payable at the time of the installation or re-installation to which they refer. Annual charges shall be payable at the beginning of each year for service during such year. Monthly charges shall be payable on the first day of each month for service during such month.

The Company shall have the right, exercisable at least ninety (90) days before the end of the fifth year following the effective date of this Ordinance to make application to the Governing Body of the Village of South Range for an increase or increases in any or all of the charges set forth above for the then remaining period of this franchise.

Section 6.

Subscribers to the Company's service shall not be required to subscribe to the Company's service for any specific length of time.

Section 7.

The Company shall at all times operate its system so as not to interfere with existing television reception and shall prevent radiation in excess of the limits specified in Subpart D of Part 15 of the Rules and Regulations of the Federal Communications Commission from the Company's facilities to the antennas in the Village. In the event the Company's operation should interfere with existing reception or radiation exist from the Company's cables to the antennas in the Village, the Company shall make immediate correction of such interference.

Section 8.

The Company, within the limitations of the charges authorized hereunder, shall adopt and furnish to its subscribers any and all improvements, advancements and developments in television transmission by cable and shall furnish to its subscribers' service of a quality at least equal to that furnished by community antenna television service operators in other comparable areas during the existence of this franchise.

Section 9.

The Company shall provide to its subscribers continued service during the period of this franchise, and any termination thereof other than of a temporary nature, or as a result of an act of God, or other cause outside the control of the Company, shall be considered as an abandonment of this franchise and the same shall thereby be automatically revoked.

Section 10.

This Ordinance shall take effect upon its enactment.

Section 11.

The Company shall have the option, exercisable by making application to the Governing Body of The Village of South Range at least ninety (90) days before the end of the period of this franchise to apply for an extension of this franchise

for such further period of time as the Company may request.

John Lucchesi, Pres.  
Elsie Eskola, Clerk  
Dated: 9-22-70