

ORDINANCE NO. 224-03

AN ORDINANCE GRANTING A FRANCHISE TO ALLIANCE COMMUNICATIONS COOPERATIVE, INC. (GRANTEE), ITS SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE CITY OF RAMONA, SOUTH DAKOTA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATIONS AND USE OF THE COMMUNITY ANTENNA TELEVISION SYSTEM.

BE IT ORDAINED by the City of Ramona, South Dakota:

SECTION ONE
NAME

The Ordinance shall be known and may be cited as the "Ramona Community Antenna Television Franchise Ordinance" (hereinafter sometimes referred to as the "Franchise").

SECTION TWO
DEFINITIONS

For the purposes of the Ordinance, the following terms, phrases, words, and their deviations shall have the meaning given herein. When no inconsistent with the context, the works 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. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals.
2. "City" is the City of Ramona, South Dakota.
3. "Council" is the City Council of Ramona, South Dakota.
4. "Community Antenna Television System," "CATV," "Cable Television System" or "Cable System" mean a system of coaxial or fiberoptic cables or other electrical conductors and equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and transmit them to subscribers for a fee.
5. "Cable Television Reception Service" means the simultaneous delivery by the Grantee to television receivers (or any other suitable type of audio video communications receivers) of the signals of over the air television broadcast stations licensed by the Federal Communications Commission and authorized to be carried over said system; and such additional closed-circuit channels at the option of Grantee for which no special charges are made.
6. "FCC" shall mean the Federal Communications Commission.

7. "Person" is any person, firm, partnership, association, company, corporation or organization of any kind and any other legally recognized entity.
8. "Grantee" is Alliance Communications Cooperative, Inc., or anyone who succeeds Alliance Communications Cooperative, Inc., in accordance with the provisions of this Franchise.
9. "Grantor" is the City of Ramona, South Dakota.
10. "Subscribers: are those persons contracting to receive cable television reception services furnished under this Franchise by the Grantee.
11. CATV shall mean "community antenna television".

SECTION THREE GRANT OF AUTHORITY

There is hereby granted by the City to the Grantee the non-exclusive right and privilege to construct, erect, operate and maintain, upon, along, across, above, over, and under the streets, alleys, public ways, public places, and easements for the compatible uses, now laid out or dedicated and all extensions thereof, and additions, thereto , in the City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in said City 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 to use and occupy said streets, alley, public ways, and places for the purpose herein set forth shall no be exclusive.

SECTION FOUR COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

The grantee shall, at all times during the life of the Franchise, be subject to all lawful exercise of the police power of the City and to any such reasonable regulations as the City shall hereafter provide.

SECTION FIVE TERRITORIAL AREA INVOLVED

This Franchise relates to the present territorial limits of the City and to any area henceforth added thereto during the terms of this Franchise.

It being understood that Grantee shall not be required to furnish service to any customer further than 400 feet from a customer then wired and receiving Grantee's service, unless the

potential customer lives within the City limits and prepays the installation fee, on a per foot basis for any distance over 400 feet, plus 12 months of basic service.

SECTION SIX INSURANCE

1. Within 30 days after the granting of the Franchise and at all times during the term of the Franchise, Grantee shall obtain, pay all premiums for, and file with the City Finance Officer executed duplicate copies and receipts evidencing the payment of premiums for the following:

A. A General Comprehensive Public Liability Insurance policy indemnifying, defending, and saving harmless the City, its officers, boards, counsels, commissions, agents, and employees, from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of a Grantee under a Franchise granted under this Ordinance or allowed to have been so caused or occurred, with a minimum liability of Five Hundred Thousand Dollars (\$500,000.00) per personal injury or death of any one person and Five Hundred Thousand Dollars (\$500,000.00) for personal injury or death of any two or more persons in any one occurrence.

B. Property Damage Insurance indemnifying, defending, and saving harmless the City, its officers, boards, counsels, commissions, agents, and employees, from and against any and all claims by any person whatsoever for property damage occasioned by the operation of Grantee under a Franchise granted under this Ordinance or alleged to have been so caused or incurred with a minimum liability of Five Hundred Thousand Dollars (\$500,000.00) for property damage and Five Hundred Thousand Dollars (\$500,000.00) as to any one accident.

C. Such insurance as provided for under this section shall be kept in full force and effect by Grantee during the existence of and until after the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of the CATV system as defined in this Ordinance.

D. All of the insurance policies and contracts required by this section shall be in forms satisfactory to the City Attorney and shall be issued and maintained by companies authorized to do business in the State of South Dakota and shall be acceptable to the Finance Officer. They shall require 30 days written notice of any cancellation to both the City and to Grantee. A certification of each policy or contract shall be filed with the City Finance Officer.

E. Worker's Compensation upon its employees engaged in any manner in the installation of servicing of its plant and equipment within the City of Ramona.

SECTION SEVEN INDEMNITY

Grantee shall at its sole cost and expense fully indemnify, defend, and save harmless the city, its' officers, boards, councils, commissions, and employees against any and all claims, suits, actions, liability, and judgements for damage arising out of the operation of the CATV

Franchise caused by Grantee's negligence. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringement and all other damages arising out of the installation, operation, or maintenance of the CATV system authorized by this Ordinance, whether or not any act or admission complained of is authorized, allowed, or prohibited by the Franchise or this Ordinance.

SECTION EIGHT OPERATIONAL STANDARDS

1. The CATV system shall be installed and maintained in accordance with the current industry accepted standards of the industry to the end that the subscriber may receive the highest and most desirable form of service.

2. The CATV system shall be capable of distributing color TV signals, and when the signals the Grantee distributes are received by Grantee in color they shall be distributed by Grantee in color where technically feasible.

SECTION NINE TECHNICAL STANDARDS

This Franchise is governed by and subject to all applicable rules, regulations, and policies of the Federal Communication Commission, specifically including Part 76, and by the laws of the State of South Dakota.

In addition to the FCC requirements, the Grantee shall:

1. Transmit a video signal whether in black and white or in color, that is received by the subscribers undistorted, free from ghost images, and accompanied by sound on standard production television sets in good repair.

2. Promptly locate and correct malfunctions attributable to Grantee's equipment and in no event permit a malfunction to remain uncorrected more than 72 hours after notice of malfunction is given to Grantee, except in instances where repair equipment is unavailable, and in the latter instances, Grantee shall use all reasonable resources to obtain the needed equipment.

SECTION TEN OPERATION AND MAINTENANCE OF SYSTEM

1. The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be receded by notice and shall occur during periods of minimum use of the system.

2. The Grantee shall maintain a listed telephone number so that complaints and requests for repair or adjustments may be received.

3. Subscribers will be given notice of procedures for reporting and resolving complaints at the time of their initial subscription to the cable system.

SECTION ELEVEN
SERVICE TO SCHOOLS AND CITY

The Grantee shall, subject to the line extension provisions of Section Five, provide basic cable service at no cost to public and parochial elementary and secondary schools within the City, at one terminal junction, for educational purposes upon request of the school system

Grantee shall, subject to the line extension provisions of Section Five, also provide to the City without charge, one terminal junction to one building, to be determined by the City Council of Ramona.

The Grantee shall allocate one channel to the City as a public, educational or governmental access channel. Until such time as the City files a written request with the Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel. Grantee shall assist the City in obtaining the necessary licenses and frequency clearance to enable the City to use said channel.

SECTION TWELVE
PUBLIC ACCESS CHANNEL

The Grantee shall reserve one channel of its system for joint use by the Grantor, school or other public bodies as a public service, educational or informational channel. The Grantor, school or other public body shall furnish any special equipment and personnel necessary to feed public service, educational or informational programs into the Grantee system. The Grantee may reserve the right to use this channel at any time or during any period for which no program or use of such channel is scheduled by the Grantor, school or other public body.

SECTION THIRTEEN
EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the City Council, make available its facilities to the City for emergency use during the emergency or disaster period.

SECTION FOURTEEN
INDIVIDUAL ANTENNAS

Nothing in this Ordinance shall limit or deny service as presently provided by direct reception or limit the right of individuals to erect and maintain antennas for their own use.

SECTION FIFTEEN
SAFETY REQUIREMENTS

1. The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries, or nuisances to the public.

2. All structures and all lines, equipment, and connections in, over, under, and upon the street, sidewalks, alleys, and public areas or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good repair.

3. The Grantee shall maintain a force of one or more agents or employees at all times and shall have sufficient employees to provide safe, adequate, and prompt service for its facilities.

SECTION SIXTEEN
NEW DEVELOPMENTS

It Shall be the policy of the City liberally to amend this Franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments concerning the transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently, or economically serve its subscribers; provided that this Section shall not be construed to require the City to make any amendment.

During the term of this Franchise granted hereunder and commencing from the date of institution of service to subscribers, Grantee shall pay to the City three percent (3%) of the total annual gross receipts of said cable system, as compensation for the Franchise.

SECTION SEVENTEEN
CONDITIONS OF STREET OCCUPANCY

1. All transmissions and distribution structures, lines and equipment erected by Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoined any of the streets. The CATV system shall be constructed and operated in compliance with adopted city, county, state and national construction and electrical codes and shall be kept current with new codes as required.

2. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the national electric safety code, prepared by the National Bureau of Standards, the National Electrical Code or the National Board of Fire Underwriters and such applicable ordinances and regulations of said city affecting electrical installations, which may be presently in effect.

3. Except when absolutely necessary to service a subscriber and not simply because it is more convenient, economical, or profitable for Grantee to so operate, and then only when expressly permitted in writing by the Director of Public Works, under such conditions as

he or she shall prescribe for the public welfare, a Grantee shall not erect, authorize or permit others to erect any poles or facilities within the streets of the City in the conduct of its CATV system, but shall use the existing poles and other equipment of the appropriate electrical power, telephone, and other utility companies under such terms and agreements as Grantee negotiates with these companies, The City shall cooperate with Grantee in negotiating and obtaining to use such facilities. The Grantee shall pay a pole use fee which is to be negotiated with the owner of the pole for each pole to which Grantee attaches its transmission cable or devices.

4. Where the City or public utility serving the City desires to make use of poles or other wire holding structures of the Grantee but agreement therefore where the Grantee cannot be reached, the City Council may require the Grantee to permit such use for such consideration and upon such terms as the City determines, if the use would enhance the public convenience and would no unduly interfere with the Grantee's operation.

5. No poles, cables, equipment, or wires for the construction, maintenance, and/or operation of the CATV system shall be installed or the installation of such items commenced on any existing poles within the City of Ramona until the proposed location, specifications, and manner of installation of the cables, equipment , and wires have been set forth upon a plat or map showing the existing poles, streets, alleys and/or highways within the City of Ramona where the installations are proposed and submitted in writing by Grantee to the Director of Public "Works and approved by that Department in writing. Approval or disapproval, with the reasons for the same, shall be given in writing to the Grantee within a reasonable period of time.

6. Should Grantee be required in the conduct of its business to locate property within the streets of the City other than property that may be attached to utility poles, then in that event, before Grantee shall install or permit any other person to install for Grantee any of the property in the street, the nature of the property shall be disclosed to the Director of Public Works for his or her approval as to the need of installation and the location of the property within the streets. The property shall only be installed under conditions as may be prescribed by the Director of Public Works concerning the location or installation.

7. Whenever the City of Ramona or the County of Lake or the State of South Dakota shall require the relocation or reinstallation of any property of Grantee in any streets of the City, it shall be the obligation of the Grantee, on notice of the requirement, to immediately remove and relocate or reinstall such property as may be reasonable necessary to meet the requirements of the City, County or State. Relocation, removal, or reinstallation by Grantee shall be at its sole cost and expense.

8. Whenever in any place within the City, all the electric and telephone utilities shall be located underground, it shall be the obligation of the Grantee to locate or to cause its property to be located underground within such places. However, it is the policy of the City to have the maximum amount possible, it not all, of the CATV cable underground. If the electric utilities or telephone utilities shall be located underground in any place within the City after the Grantee shall have previously installed its property, the Grantee shall at the same time or immediately thereafter remove and relocate its property also underground in such places. In areas of the City where utilities are underground, a Grantee may locate certain equipment above ground upon a showing of necessity to and approval by the Director of Public Works.

Facilities of a Grantee placed underground at the property owner's request in an area where electric utilities and/or telephone utilities are aerial shall be installed with the additional expense paid by the property owner.

9. The Grantee shall have the authority to trim trees overhanging the streets of the City so as to prevent the branches of the trees from coming in contact with the Grantee's wires and cables. All trimming shall be done under the supervision and direction of the City and at the expense of the Grantee.

10. In case of disturbance of any street caused by Grantee, Grantee shall at its own cost and expense and in a manner approved by the Director of Public Works replace and restore the street in as good a condition as before the work involving the disturbance was done. Provided, that where a cut or disturbance is made in a section of sidewalk paving, rather than replacing only the cut area, a Grantee shall replace the full width of the existing sidewalk and length of a section or sections cut.

11. If at any time during the period of the Franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the Grantee, upon reasonable notice by the city, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

12. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate on the same street, alley or public place, or remove from the street, alley or public place, any property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishments of street grade, installation of sewers, drains, water pipes, power lines, signal lights, and tracks or any other types of structures or improvements by the governmental agencies when acting in a governmental or proprietary capacity or other structures of public improvements; provided, however, that Grantee shall in all such cases have the privileges and be subject to the obligations to abandon any property of Grantee in place as hereinafter provided.

13. Grantee shall, on request of any person holding a building moving permit issued by the City, or any person who wishes to remove trees or structures from his property, temporarily raise or lower its wires and/or cables to permit the moving of the building. The expense of temporary removal or raising or lowering of the wires and/or cable shall be paid by the person holding the permit. The Grantee shall have the authority to require payment in advance. The Grantee shall be given not less than 48 hours advance notice to arrange for a temporary wire and/or cable changes. In the event of a disagreement between the Grantee and the holder of a permit, the disagreement will be resolved by the Director of Public Works.

14. If at any time in case of fire or disaster in the City it shall become necessary, in the Judgment of the Mayor or the Chief of the Fire Department, to cut or remove any of the wires, cables, amplifiers, appliances, or other fixtures of Grantee, this may be done. The repairs rendered necessary shall be made by the Grantee, at its own cost and expense and without charge against the City.

15. The Grantee's work while in progress, shall be properly executed at all times

with suitable barriers, flags, lights, flares, or other devices as are reasonably required to protect all members of the public having occasion to use the portion of the streets involved, or property adjacent to the streets.

16. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, canceled or have expired, Grantee shall promptly remove from the street, or public places all such property and poles of such system other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the City.

17. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City transferring to the City the ownership of such property.

SECTION EIGHTEEN
PREFERENTIAL OR DISCRIMINATORY
PRACTICES PROHIBITED

The Grantee shall not, as to rates, changes, services, service facilities, rules, regulation, or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to any prejudice or disadvantage; however, this section shall not preclude the Grantee from establishing different rates for persons in different classifications, e.g., residential and commercial. It being understood that Grantee shall not be required to furnish service to any customer farther than 400 feet from a customer then wired and receiving Grantee's services, unless the potential customer lives within the City limits and prepay the installation fee, on a per foot basis for any distance over 400 feet, plus 12 months of basic service.

SECTION NINETEEN
REMOVAL OF FACILITIES UPON REQUEST

Upon termination of service to any subscriber, the Grantee shall promptly remove all of its above ground facilities and equipment from the premises of such subscriber upon his request.

SECTION TWENTY
TRANSFER OF FRANCISE

Grantee shall not transfer or assign this Franchise without the prior written consent or approval of the City, which consent shall no unreasonable be withheld.

SECTION TWENTY-ONE
DURATION AND ACCEPTANCE OF FRANCHISE

1. This Franchise and the rights, privileges, and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force from and after final passage and effect fir a term of fifteen (15) years, provided that within sixty (60) days after the date of passage of this Ordinance the Grantee shall file with the City Finance Officer its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms, and conditions. Such acceptance and promise hall be in writing duly executed and sworn to, by or on behalf of the Grantee before a Notary Public or other officer authorized by law to administer oaths. Any extension or renewal of rights, privileges, and authority herein granted, beyond the fifteen (15) year period provided for in this Ordinance, shall be renegotiated with the City, upon the expiration of the present term hereof.

3. Should the Grantee fail to comply with subsection one above, it shall acquire no rights, privileges or authority under this Franchise whatever.

SECTION TWENTY-TWO
COMMON USE OF POLES

1. Where poles or other wire-holding structures already exist in use in serving the City and are available for use by the Grantee, but Grantee does not make arrangements for such use, the City Council may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the term of the use available to the Grantee are just and reasonable.

2. Where the City or a public utility serving the City desires to make use to poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the City Council may require the Grantee to permit such use for such consideration and upon such terms as the City determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operation.

SECTION TWENTY-THREE
RATES

1. Grantee shall at all times maintain on file with the City Finance Officer

a schedule setting forth all rates and charges to be make to subscribers for basic cable service, including installation charges. Before making any changes in the rates or charges for basic service, Grantee shall, unless exempted by FCC regulation, file in writing with the City Finance Officer, the new rate change at least thirty (30) days in advance of the effective date of the rate change.

2. During the term hereof, Grantee shall comply with the rate regulation rules of the Federal Communications Commission.

3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.

4. The Grantee shall no discriminate in rates between customers of the same category except to the extent permitted by the Cable Communication Policy Act of 1984, the Telecommunications Act of 1996, as amended, and the Federal Communication Commission regulations.

SECTION TWENTY-FOUR COMPLIANCE WITH FCC FRANCHISE STANDARDS

Pursuant to applicable FCC standards and subject to the Customer Service Standards of the applicable Federal Regulation, the following recitations and provisions are set forth:

1. Grantee's legal character, financial, technical and other qualifications and the adequacy and feasibility of its construction arrangements have been approved by the City Council after consideration in a full public proceeding affording due process to all its interested person.

2. The Franchise period shall be fifteen (15) years in duration.

3. All complaints regarding the quality of service, equipment and malfunction, disputes concerning installation, or subscription rates or violations of the Franchise shall be directed to Grantee at Grantee's office. In the event Grantee fails to satisfy a complaint, then Grantee shall advise the complainant to forward the complaint to the City Finance Officer. Upon receipt of the complaint and determination of violation, the City Finance Officer shall immediately serve notice of said violation upon the Grantee with directions to correct said violation with ninety (90) days or show cause, at a public hearing held in conjunction with the next regularly scheduled meeting of the Council, why said violation should no be corrected.

SECTION TWENTY-FIVE RESERVATION OF RIGHTS BY THE CITY

The City hereby reserves the following rights in addition to those provisions contained herein and in existing ordinances and such additional regulations as the City deems necessary in the exercise of its police power, provided however, that no such

additional ordinances and regulations are unreasonable or in conflict with the provisions of this Franchise.

a. The City shall have the right to require by Ordinance the filing by the Grantee of a proper map showing the exact location of all underground cables and equipment of the Grantee together with a statement showing the exact nature of the same.

b. The City shall have the right to inspect the map, plans and other like materials of the Grantee upon reasonable notice to the Grantee.

c. The City is hereby granted an easement to install and maintain free of charge upon the poles owned by Grantee any wire and pole fixture necessary for a police or civil defense alarm system. Provided the such wire or fixture does no interfere with the cable system operation of the Grantee.

d. The City shall have the right to inspect and supervise all installation work performed by Grantee subject to the provisions of this Franchise for the purpose of insuring compliance with the terms of this Franchise.

e. At the termination of the term of this Franchise or any renewal period thereafter, the City may require the Grantee to remove at Grantee's expense, all portions of the cable system from all public way within the City.

f. The City may terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event the Grantee:

1. Continually violates any of the provisions of this Franchise or in the event of a violation of this Franchise and Grantee has failed to show good cause as provided in Section 23 herein why such violation should not be corrected within a reasonable period of time after the required public hearing.
2. Becomes insolvent or is adjudged bankrupt.
3. Perpetrates any fraud or deceit upon the City or subscribers therein.
4. The termination herein authorized shall be by Ordinance duly adopted after public hearing on the same. The City shall serve notice of such hearing on said Grantee at least 45 days prior to the public hearing. The Grantee shall have the right to appeal the termination of the Franchise to a Court of competent jurisdiction. The in the event that the Council votes to terminate the Franchise the Grantee shall be offered a period of twelve (12) months following the date of Ordinance terminating the Franchise or the date of the final judgement on appeal therefrom, to operate the cable system pursuant to the terms of this Franchise.

SECTION TWENTY-SIX
SEPARABILITY

If any section, subsection, sentence, clause, phrase, or portion of the 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 thereof.

SECTION TWENTY-SEVEN
PUBLICATION

The Grantee shall assume the cost of publication of this Franchise as such publication is required by law and such is payable upon the Grantee's filing of acceptable of this Franchise

SECTION TWENTY-EIGHT
PAYMENT TO THE CITY

There shall be no franchise fee or payment due from the Grantee to the City.

SECTION TWENTY-NINE
FORM FCC 328

Grantee shall provide City with all information and documents needed by City in order for City to complete the Certification of Franchising Authority to Regulate Basic Cable Service Rates and Initial Finding of Lack of Effective Competition, otherwise referred to as form "FCC 328".

SECTION THIRTY
OWNERSHIP AND REMOVAL OF FACILITIES

Except as otherwise agreed in writing at the time of installation, all cable and passive equipment for cable television reception service installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right, at anytime, to disclaim any further ownership rights to the interior wiring and specified equipment and fittings at a subscriber's residence or other building by giving written notice to the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to premises, to use said interior wiring and specified equipment without charge. Upon termination of service to any subscriber, the Grantee shall, subject to FCC regulations, promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request.

RESOLVED AND APPROVED this 10 day of Nov, 2003, by a vote of 3 for, and 0 against, and 0 abstentions.

CITY OF RAMONA :

FIRST READING _____

SECOND READING _____

PUBLISHED _____

EFFECTIVE DATE _____

Mayor

ATTEST:

City Finance Officer (Seal)