

CITY OF FARMINGTON HILLS, MICHIGAN

FRANCHISING AND REGULATION

OF

CABLE TELEVISION SYSTEMS

FRANCHISING AND REGULATING CABLE TELEVISION SYSTEMS

ORDINANCE NO. C-17-00

AN ORDINANCE OF THE CITY OF FARMINGTON HILLS ESTABLISHING A PROCEDURE FOR THE FRANCHISING OF CABLE TELEVISION SYSTEMS, SETTING FORTH RULES AND REGULATIONS GOVERNING THE OPERATION OF SUCH SYSTEMS AND REPEALING ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the City Council has determined it is in the best interest and consistent with the convenience and necessity of the City to grant Franchises to one or more companies desiring to provide Cable Services within the confines of the City and on the terms and conditions hereinafter set forth, and as may later be amended, and as may be further described in each Franchise Agreement; and

WHEREAS, the City Council has identified the purpose of this Ordinance to be as follows:

1. To provide a procedure for the granting, renewal and transfer, by the City of Farmington Hills nonexclusive Franchises for providing Cable Services in the City;
2. To regulate the erection, construction, reconstruction, installation, operation, maintenance, dismantling, testing, repair and use of Cable Systems in, upon, along, across, above, over or under or in any manner connected with the streets, public ways

or public places within the jurisdiction of the City of Farmington Hills as now or in the future may exist;

3. To provide for the payment of certain Franchise Fees and other valuable considerations to the City which, among other purposes, may be used to pay for the rental and use of public rights-of-way and to regulate the construction, reconstruction and operation, use and development of such a system within the City;
4. To provide conditions under which such Franchised system or systems will serve present and future needs of government, public institutions, commercial enterprises, public and private organizations, and the citizens and general public of the City; and
5. To provide remedies and prescribe penalties and liquidated damages for any violation of this Ordinance and/or the terms and conditions of Franchises granted pursuant thereto.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Farmington Hills, Michigan, in order to establish a procedure for the granting of cable television Franchises and renewals thereof and to establish rules and regulations governing the operation of such systems, that the following provisions are hereby adopted:

Section 1 Definitions

The definitions contained in this Ordinance rely on those contained in the Communications Act of 1934 (47 U.S.C. Section 521 et seq.), as it is from time to time amended and interpreted. Any ambiguity shall be resolved by reference to the federal statutes, regulations and the decisions interpreting the same.

As used in this article, the following words and terms have the following meanings:

- a. “Applicable Law” means all lawfully enacted and applicable federal, state, and City laws, ordinances, codes, rules, regulations, and orders as the same may be amended or adopted from time to time.
- b. “Basic Service Tier.” A Basic Service Tier shall, at a minimum, consist of the following: All signals carried in fulfillment of the requirements of Sections 614 [47 U.S.C.534] and 615 [47 U.S.C.535] of the Communications Act of 1934, as amended. any public, educational and governmental access programming required by the Franchise of the Cable System to be provided to Subscribers; and any signal of any television broadcast station that is provided by the cable operator to any Subscribers, except a signal which is secondarily transmitted by a satellite carrier beyond the local service area of such station plus any additional video programming signals the cable operator desires to be added to the basic service tier.

c. "Cable Service" means (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, and (C) internet access service, unless such service is finally determined to be not a cable service by Applicable Law.

d. "Cable System" means a facility, or any part thereof consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City. Such term shall not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Communications Act of 1934, except that such facility shall be considered a Cable System (other than for purposes of Section 621 (c)) to the extent such facility is used in the transmission of video programming directly to Subscribers; (D) any facilities of any electric utility used solely for operating its electric utility systems; (E) an open video system that complies with the requirements of the Cable Act..

e. "Cable System Operator" means any person, group of persons, firm or corporation (A) who provides Cable Service over a cable television system and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such Cable System.

f. "City" means the City of Farmington Hills, organized and existing under the laws of the State of Michigan and the area within its territorial limits.

g. "City Council" or "Council." Wherever the words "Council" or "City Council" are used, they shall be construed to mean the City Council of the City of Farmington Hills, Michigan.

h. "Communications Act of 1934" means 47 U.S.C. Section 151 et. seq.

i. "Federal Communications Commission" or "FCC". That federal agency as presently constituted by the Communications Act of 1934, as amended, or any successor agency.

j. "Force Majeure" as used herein shall mean the following: any cause beyond the reasonable control or foreseeability of the Franchisee including, but not limited to, acts of God; acts of public enemies; or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment and/or materials beyond the control of the Franchisee.

k. "Franchise" means a non-exclusive authorization granted in accordance with this

Ordinance and exercised in accordance with a Franchise Agreement to install cables, wires, lines, optical fiber, underground conduit, and other devices necessary and appurtenant to the construction, operation, and maintenance of a Cable System along the Public Rights-of Way within all or a portion of the City to provide Cable Service. Any such authorization, in whatever form granted, shall not mean or include: (i) any other permit or authorization of general applicability required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City; (ii) any permit, agreement, franchise for non-cable services, or authorization required in connection with operations on public streets or property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along Public Rights- of- Way; or (iii) express or implicit authorization to provide Cable Service to, or install a Cable System on, private property without owner consent (except for use of compatible easements pursuant to Section 621 (a) (2) of the Cable Act, 47 U.S.C. Section 541 (a) (2).

l. “Franchise Area” means the area of the City that a Grantee is authorized to serve by its franchise agreement.

m. “Franchise Agreement” means a contract and ordinance entered into in accordance with the provisions of this Ordinance between the City and a Grantee that sets forth, subject to this Ordinance, the terms and conditions under which a Franchise will be exercised.

n. “Grantee.” A natural person, partnership, domestic and or foreign corporation or entity, association, joint venture or organization of any kind granted a Franchise by the City Council under this Ordinance and its lawful successor, transferee or assignee.

o. “Gross Revenues” means all amounts, which are charged and/or received, directly or indirectly, by a Grantee from or in connection with the operation of the cable system to provide cable service in the City including, without limitation:

Any revenue received from Subscribers, including but not limited to revenue for basic service, expanded basic service, other tier services, additional outlets, FM service, commercial service, premium channel service, pay-per-view service and related per-event services, or for the distribution of any other cable service over the system or the provision of any cable service-related activity in connection with the operation of the cable system.

Revenue received from Subscribers for installation, change in service and reconnection charges and similar fees.

Revenue received from Subscribers for converters, remote controls or other equipment leased or rented to Subscribers in connection with the delivery of Cable Services to such Subscribers.

Revenue received from Subscribers for service charges and late fees

attributable to delinquent accounts.

Advertising revenue, home shopping commissions, guide commissions, leased access payments, and studio and other facilities or equipment rentals.

Revenue shall include any payment or consideration (including copyright and franchise fees, but excluding any utility users tax or new sales tax imposed by City or the state or federal government) collected for direct payment to a third party. Franchise Fees paid to the City are not deemed to be taxes and are not to be deducted from the total gross revenue figure on which Franchise Fees are paid.

Gross Revenue shall also include the gross revenue of any other person which is derived directly or indirectly from or in connection with the operation of the cable system to the extent that said revenue is derived, through a means which has the effect of avoiding the payment of Franchise Fees to the City that would otherwise be paid herein.

There shall be deducted from Gross Revenue:

- Bad debts written off by a Grantee in the normal course of its business, provided, however, that bad debt recoveries shall be included in gross revenue.
- Refunds made to Subscribers or other third parties.
- Sales Taxes

In computing Gross Revenue from sources other than a Grantee's subscribers, including without limitation, revenue derived from the sale of advertising, home shopping services, guide sales, the lease of channel capacity on its Cable System, or any other such revenues derived from the operation of the Cable System, the amount of such revenues attributable or allocated to a Grantee in accordance with generally accepted accounting principles, for the purpose of determining Gross Revenues, shall be the aggregate revenue received by a Grantee from such other sources during the period in question multiplied by a fraction, the numerator of which shall be the number of a Grantee's subscribers in the City as of the last day of such period and the denominator of which shall be the number of subscribers within all areas served by the same headend of the cable system as of the last day of such period.

p. "Normal business hours" means a minimum of fifty-six (56) hours per week, including some hours on Saturday, excluding holidays.

q. "Normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

r. "Person" means an individual, partnership, association, joint stock company, organization, corporation, or any lawful successor thereto or transferee thereof, but such term does not include the City.

s. "Public Rights-of-Way" means the surface, the air space above the surface, and the area below the surface of any public street, highway, alley, sidewalk, boulevard, drive, bridge or similar property in which the City now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining, a Cable System. No reference herein, or in any Franchise Agreement, to a "Public Rights-of-Way" shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a Franchise shall be deemed to gain only those rights to use as are properly in the City and as the City may have the undisputed right and power to give.

t. "Service interruption" means the loss of picture or sound on one or more cable channels.

u. "Subscriber." Any person who legally receives any service delivered over a Cable System.

v. "SWOCC", or Southwestern Oakland Cable Commission, is the Multi-Jurisdictional entity created in January of 1983 by the Cities of Farmington, Farmington Hills, and Novi, Michigan for the joint administration of cable television franchises within their jurisdictions.

w. "Total Number of Subscribers" means the number of Subscribers determined as follows: In the event a single fee is paid for service to a multiple dwelling unit the number of equivalent Subscribers shall be determined by dividing such fee by the then prevailing Basic Service Tier Rate and rounding the resulting quotient to the nearest whole number. To this number shall be added the number of all other Subscribers.

Section 2 General Provisions

a. Scope of City's Authority

The City may grant one or more Franchises, and each such Franchise shall be awarded in accordance with and subject to the provisions of this Ordinance.

b. Franchise Required.

A Franchise is required of any Person desiring to construct, operate and maintain a

Cable System within all or any portion of the City. A Franchise may be granted by the City Council to any Person, whether operating under an existing Franchise or not, who or which offers to furnish and provide such Cable System under and pursuant to the terms and provisions of this Ordinance and a Franchise Agreement acceptable to the Council. The grant of a cable franchise is not an authorization to provide other services nor is it a bar to the imposition of other compensation requirements.

c. Unlawful Acts; Penalties.

It shall be unlawful for any Person to establish, operate or carry on the business of distributing to any persons in the City any television signals or radio signals by means of a Cable System unless a Franchise therefor has first been obtained pursuant to the provisions of this Ordinance, and unless such Franchise is in full force and effect.

It shall be unlawful for any Person to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a Franchised Cable System within the City for the purpose of enabling himself or herself or others to receive any television signal, radio signal, picture, program or sound, without payment to the owner of the Cable System.

It shall be unlawful for any Person without the consent of a Grantee, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs or sound.

d. Equal Requirements

The City shall require each franchise for cable service to be equal in (1) the area served, (2) public, educational, or governmental access requirements; and (3) franchise fees. Nothing in this paragraph prevents the City from imposing additional terms and conditions on any additional franchises.

Section 3 Requirements for Issuing New Cable Television Franchises.

a. Application-Non Refundable Fee.

An application for an initial cable television Franchise (not a Franchise renewal) shall be submitted to SWOCC in accordance with the procedures established by SWOCC. The application will contain facts and information SWOCC deems appropriate. Applications shall be accompanied by a nonrefundable application fee of One Thousand Dollars (\$1,000.00) to the order of "SWOCC" which amount shall be used by SWOCC to offset direct expenses incurred in the franchising and evaluation procedures, including, but not limited to staff time and consulting assistance.

b. Grantee to Pay Costs of Granting.

An Applicant to whom the City grants an initial nonexclusive Franchise, in addition to the nonrefundable fee specified hereinabove, shall pay to SWOCC, within thirty (30) days of receipt of notice of the amount, an amount set by SWOCC, which shall represent the remaining out-of-pocket costs incurred by SWOCC, in evaluating the Franchise application and not defrayed by fees forthcoming from the provisions of subsection "a" of this section.

c. Procedure Required SWOCC to Process an Application and/or Require a Request for Proposals.

1. Upon receipt of an Application, SWOCC may either: (i) evaluate the Application pursuant to Section 3 c 4 conducting such investigations as it deems necessary; or (ii) issue a request for proposals after conducting, if necessary, a proceeding to identify the future cable related needs and interests of the community. Any such request for proposals shall be provided to the Person applying for an initial Franchise and made available to any other interested party. The request for proposals may contain a proposed franchise agreement.
2. An Applicant shall respond to a request for proposals by filing an application within the time directed SWOCC that contains the information and material set forth in Section 3d, Application Requirements. The procedures, instructions, and requirements set forth in the request for proposals shall be followed by each Applicant. Any Applicant that has already filed an application need not refile the same materials with its response to the request for proposals, but must supplement its application to include any additional or different information or material required of the request for proposals. SWOCC may seek additional information from any Applicant and establish deadlines for the submission of such information.
3. Notwithstanding the provisions of Section 3 [a and b], a Person may apply for an initial Franchise by submitting an unsolicited Application containing the information required in Section 3d, [Application Requirements] and requesting an evaluation of that application pursuant to Section 3c [4]. Prior to evaluating such an application, SWOCC may conduct such investigations as are necessary to determine whether the application satisfies the standards set forth in Section 3c [4]. SWOCC may seek additional applications.
4. In evaluating an application for a Franchise, SWOCC shall consider, among other things, the following factors:
 - (1) Whether an Applicant has the financial, technical, and legal qualifications

to provide Cable Service;

(2) Whether the application satisfies any minimum requirements established by SWOCC and is otherwise reasonable to meet the future cable-related needs and interests of the community, taking into account the cost of meeting such needs and interests;

(3) Whether, to the extent not considered under Section 3c [2], above, an Applicant will provide adequate public, educational, and governmental access channel capacity, facilities, or financial support;

(4) Whether issuance of a Franchise is in the public interest considering the immediate and future effect on the Public Rights-of -Way and private property that would be affected by the Cable System, including the extent to which installation or maintenance as planned would require replacement of property or involve disruption of property, public services, or use of the Public Rights-of- Way; the effect of granting a Franchise on the ability of the existing Franchisee, if any, to meet the cable related needs and interests of the community; and the comparative superiority or inferiority of competing applications; and

(5) What effects a grant of a Franchise may have on competition in the delivery of Cable Service in the City.

(6) Public comment received at not less than one public hearing conducted after at least ten days published notice and any written comments received following submission of the application.

Upon completion of its evaluation SWOCC shall issue a report to the City Council containing its recommendation for approval, denial or no recommendation on the matter. The City shall file the report with its clerk for public review and comment prior to the public hearing upon the application. If Council determines to issue a Franchise, it shall be by Ordinance enacted as required by City Charter. If Council denies an application, it shall do so by written resolution setting forth its reasons for the denial. This ordinance is not intended, and shall not be interpreted to grant any Applicant standing to challenge the denial of its application or the issuance of a franchise to another.

d. Application.

Ten copies of the application shall be filed with the SWOCC and shall contain such information as SWOCC may require, including but not limited to:

1. A general description of an Applicant's proposed operation;

2. A statement detailing its business or corporate organization; including but not limited to the identification of any person, persons, or entity holding a 5% or greater interest in an Applicant's business and a statement disclosing 5% or greater interests that an Applicant has in any other business, corporation or partnership and a statement describing all intra-company relationships of an Applicant, including parent, subsidiary or affiliated companies;
3. A written commitment to timely service and restoration of property;
4. A schedule of proposed charges;
5. A statement setting forth the channels to be allocated for public, educational, and governmental use as contemplated by 47 U.S.C. § 531, and for leased access as required by 47 U.S.C. § 532; a description of the production facilities and equipment to be made available by an Applicant for access; and a statement establishing any additional revenues to be designated for programming or programming assistance for the access channels;
6. If an Applicant is a corporation, audited financial statements for the five (5) previous fiscal years. If an Applicant is a partnership, copies of the "U.S. Partnership Return of Income" (IRS Form 1065) for the five (5) previous fiscal years. If an Applicant is a sole proprietorship, copies of personal financial statements for the five (5) previous fiscal years;
7. An estimated five (5) year operations proforma which shall include the initial and continuing plant investment, annual profit and loss statements detailing income and expenses, annual balance sheets, and annual levels of Subscriber penetration. The proforma shall also state the average return on investment anticipated by an Applicant for the five (5) year operations period and shall state the method of computation thereof. Costs anticipated for voluntary services or contributions shall, if presented, be incorporated in the proforma as required in this article, but shall be separately identified in the proforma;
8. A list of existing franchises held by an Applicant indicating when the franchises were issued and when the systems were constructed in each respective governmental unit, together with the name and address and phone number of a responsible governmental official knowledgeable of an Applicant;

9. A statement detailing an Applicant's prior operational experience in cable television systems and/or microwave service, including that of its officers, management and any staff to be associated with the proposed operation;
10. A general statement of an Applicant's ability and intent to incorporate technological improvements and advancements in the cable television system as such improvements or advancements are generally available in the industry; and
11. Any other reasonable and applicable information which SWOCC may request.
12. A demonstration of an Applicant's technical ability to construct and/or operate the proposed Cable System, including identification of key personnel and their qualifications.
13. A demonstration of an Applicant's legal qualifications to construct and/or operate the proposed Cable System, including but not limited to a demonstration that an Applicant meets the following criteria:
 - (a) An Applicant must not have had an Application for an initial or renewal franchise in the City lawfully denied within the three (3) years preceding the date of its current Application was submitted;
 - (b) An Applicant must not have had any cable television franchise lawfully revoked by any franchising authority within three (3) years preceding the submission of the Application;
 - (c) An Applicant must have the necessary authority under Michigan law to operate a Cable System;
 - (d) An Applicant must have the necessary authority under federal law to hold the Franchise and operate a Cable System. An Applicant must have, or show that it is qualified to obtain, any necessary federal franchises or waivers required to operate the System proposed;
 - (e) An Applicant shall not have been convicted, at any time during the ten (10) years preceding the submission of the Application, of any act or omission of such character that an Applicant cannot be relied upon to deal truthfully with the City and the Subscribers, or to substantially comply with its lawful obligations under Applicable Law, including obligations under consumer protection laws and laws prohibiting anticompetitive acts, fraud, racketeering, or other similar conduct;

(f) An Applicant shall not have filed materially misleading information in its Application or have intentionally withheld information that an Applicant lawfully is required to provide; and

(g) An elected official of SWOCC or the City shall not hold a controlling interest in an Applicant or an affiliate of an Applicant.

Notwithstanding the foregoing, SWOCC shall provide an opportunity to an Applicant to show that it would be inappropriate to deny it a Franchise by virtue of the particular circumstances surrounding the matter and the steps taken by an Applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of an Applicant's principals, or the remoteness of the matter from the operation of its Cable Systems.

14. Identification of the area of the City to be served by the proposed Cable System, including a description of the proposed Franchise Area's boundaries;
15. If an Applicant proposes to provide Cable Service to an area already served by an existing Franchisee, the identification of the area where the overbuild would occur and the ability of the Public Rights-of-Way and other property that would be used by an Applicant to accommodate an additional Cable System; and
16. An affidavit or declaration of an authorized officer of an Applicant certifying the truth and accuracy of the information in the application, acknowledging the enforceability of application commitments, and certifying that the application meets all federal and state law requirements.

e. Request for Proposals, Public Comment Periods, Evaluating Applications, Public Hearing.

Upon filing, any Franchise application and related documents are public records open to inspection by the public during reasonable hours, including specifically the regular business hours of SWOCC and the City Clerk.

Before issuance of a request for proposals, SWOCC shall maintain the proposed request for proposals on the agenda of at least two SWOCC meetings for the purpose of determining any special local needs or interest. Any citizen shall have the right to comment in writing, filed in advance, or orally at any meeting at which the proposed request for proposals is to be considered.

Following reasonable notice to the public, any Franchise application shall be available for inspection for a period of at least twenty days prior to the City Council

taking action on the same. Any citizen shall have the right to comment in writing, filed in advance, or orally at any meeting at which the Franchise applications are to be considered.

Before authorizing the issuance of any such Franchise, the City Council shall review an Applicant's legal, financial and technical qualifications and the adequacy and feasibility of an Applicant's qualifications to operate a cable television system within the City based upon information provided to the City Council by an Applicant and by other sources in writing or at any public hearing or meeting of the City Council, and shall conduct a public hearing thereon with at least seven days advertised notice prior to said public hearing.

f. Awarding a Franchise.

After examining all applications submitted pursuant to procedures to be established by the City Council designed to assure the legal, financial and technical qualifications of an Applicant to provide Cable Service, the Council is authorized, after a full hearing affording due process, to grant a nonexclusive Franchise conveying the right to construct and operate a Cable System within the public ways of the City. A Franchise may be awarded to an Applicant which in the Council's judgment will best serve the public interest and whose construction and financial plans and arrangements are both feasible and adequate to fulfill the conditions set forth in this Ordinance and incorporated into any Franchise granted.

No provision in this Ordinance shall be deemed or construed to require the Council to grant a Franchise following receipt of any Franchise application.

g. Franchise Term.

The term of a Franchise shall be for the number of years negotiated in the Franchise Agreement with the City unless terminated earlier in accordance with this Ordinance.

h. Franchise Fees.

A Grantee shall pay City five (5) percent of Gross Revenue as a Franchise Fee.

The Franchise Fee shall be payable quarterly to the City. A Grantee shall file a complete, accurate, and verified statement listing each and every type of revenue included in the Gross Revenue collected as a result of providing cable service within the City during the period for which said quarterly payment is made. Such statement and payment shall be made to the City Treasurer not later than sixty (60) days after the end of each calendar quarter.

SWOCC may examine all applicable records of a Grantee to determine accuracy

of amounts payable to City.

SWOCC shall have right to audit and to re-compute any amounts determined to be payable under this Ordinance; provided, however, that such audit shall take place within thirty-six (36) months following the close of each of a Grantee's fiscal years. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to a Grantee by SWOCC, said notice shall include a copy of the audit report. In the event the additional amount due to the City as a result of the audit exceeds five (5%) per cent of the annual gross revenue, a Grantee shall pay the expense of the audit as well.

In the event that any Franchise fee payment or re-computed amounts or audit expense is not made on or before the applicable dates heretofore specified, and following notice by the City to a Grantee, interest shall be charged daily from such date at the annual rate equivalent to the then existing prime rate of the largest bank in the City plus two (2%) per cent.

i. Grantee to be Bound by Terms and Conditions of Cable Ordinance and Franchise Agreement. Procedure if Conflict.

No Franchise shall be valid until a Grantee enters into a Franchise Agreement having terms and conditions acceptable to the City.

In the event of a conflict between the Franchise Agreement and the provisions of this Ordinance the provisions of this Ordinance shall prevail. Failure to provide services as agreed in a Grantee's Franchise shall be deemed a breach of this Ordinance.

Section 4 Transfers, Ownership and Control

a. Franchise Transfers. The Franchise, the Cable System and any portion of the Cable System may not be transferred without the prior written consent of City.

1. Exclusions. For the purpose of this Section 4, "transfer" and "transferred" shall not include: (a) a transfer solely for security purposes (such as the grant of a mortgage or security interest) but shall include any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest; or (b) the replacement of components of the Cable System in the course of ordinary maintenance and day-to-day operation.
2. Exception. A Grantee may, without additional approval by City, transfer or assign the Franchise to an entity controlled and at least 50% owned by a Grantee, where the new entity: assumes all of a Grantee's Cable Services operations and obligations in the Southeast Michigan area (Wayne, Oakland, Macomb and

Washtenaw Counties); assumes all of Franchisee's obligations and liabilities under this Franchise, agrees to comply with all provisions of this Franchise and Cable Ordinance and becomes a signatory to the Franchise; has the legal, managerial, technical and financial ability to properly perform and discharge such obligations and liabilities, and such abilities are each at least as great as those of a Grantee. The City shall be advised in writing of such transfer and of the new entity's qualifications at least sixty (60) days before such transfer occurs.

b. Transfer of Ownership or Control. There shall be no transfer of or acquisition of control of a Grantee or of any entity, at any tier or level, which directly or indirectly controls Franchisee without the prior written consent of Municipality.

For the purposes of this Ordinance, "...transfer of or acquisition of control of a Grantee..." shall mean any change in the identity of the entities, individuals or group which directs, or has the power to direct, the management and policies of a Grantee, whether through the ownership of voting securities or other equity interest, by contract or otherwise. Without limiting the generality of the foregoing, for the purposes hereof, such a change shall be deemed to have occurred at any point in time when there is (a) a change in working or effective voting control, in whatever manner effectuated, of a Grantee; (b) an agreement of the holders of voting stock or rights of a Grantee which effectively vests or assigns policy decision-making in any person or entity other than a Grantee; or (c) a sale, assignment or transfer of any shares or interest in a Grantee which results in a change in the control of a Grantee.

c. Applications for Consent/Procedure. If a Grantee seeks to obtain the consent of City to any transactions or matters described in this Section, a Grantee shall submit an application for such consent to City and shall submit or cause to be submitted to City such additional documents and information as City may reasonably request.

1. City shall have 120 days from the date of submission of an application (such as a FCC Form 394) to act upon any such application for consent. If City fails to act upon such application for consent within 120 days, such application shall be deemed to have received consent unless the City and a Grantee otherwise agree to an extension of time.
2. City shall not unreasonably withhold its consent to any proposed transfer, and may grant its consent outright, may grant such consent with reasonable conditions that it finds are in the public interest, or may deny consent but may not use the transfer to renegotiate the Franchise.
3. Nothing in any approval by City of an authorization of any transfer shall be construed to waive or release any rights of City in and to

the streets, Public Rights-of-Way, and public places of City, or as a release of any of City's police powers, or as an exercise of eminent domain.

4. City's granting of consent in any one instance shall not require it to grant consent in other instances.

Section 5 Franchise Renewal Process.

The Franchise renewal process of the City shall be in accordance with Section 626 [47 U.S.C. 546] Communications Act of 1934, as amended, and with all other applicable state and federal laws.

Section 6 Liability and Indemnification.

a. Indemnification of SWOCC and the City.

A Grantee shall save SWOCC and the City and its agents and employees harmless from and against all claims, damages, losses, and expenses, including reasonable actual attorney's fees sustained by SWOCC and/or the City on account of any suit, judgment, execution, claim or demand whatsoever arising out of but not limited to copyright infringements and all other damages arising out of the installation, operation, maintenance, or reconstruction of the cable television system authorized herein, provided, however this indemnification shall not extend to public, educational or governmental programming over which a Grantee has no editorial control, including utilization of any I-net or EAS.

b. Reimbursement of Costs.

A Grantee shall pay all expenses incurred by SWOCC and/or the City defending itself with regard to all damages and penalties mentioned in paragraph (a) above.

c. Conditions

In order for the City to assert its rights to be indemnified, defended and held harmless, the City shall:

- (i) Promptly notify a Grantee of any claim or legal proceeding which gives rise to such right:
- (ii) Afford a Grantee opportunity to fully control the defense to any such claim or proceeding including, but not limited to, the right to employ counsel and to settle or otherwise compromise any claim or proceeding;

- (iii) Fully cooperate with the reasonable requests of a Grantee in its any settlement or compromise; and
- (iv) Act reasonably under all circumstances so as to protect a Grantee against any liability and refrain from compromising any of a Grantee's rights.

d. Public Liability Insurance

A Grantee shall maintain throughout the term of the Franchise or any renewal or extension thereof, a general comprehensive liability insurance policy in a company authorized to do business in the State of Michigan naming as the additional insured SWOCC and the City, its officers, boards, commissions, agents and employees, protecting SWOCC and the City and all persons against liability for loss or damage for personal injury, death or property damage, occasioned by the operations of a Grantee under any Franchise granted hereinafter, in the amounts of (i) Five Hundred Thousand Dollars (\$500,000.00) for bodily injury or death to any one person, within the limit, however, of One Million Dollars (\$1,000,000.00) for bodily injury or death resulting from any one accident, (ii) Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage resulting from any one accident, and (iii) workers compensation insurance in compliance with all workers compensation insurance and safety laws of the State of Michigan, and amendments thereto.

e. Notice of Cancellation or Reduction of Coverage.

The insurance policies mentioned above shall state that the policies are extended to cover the liability assumed by a Grantee under the terms of any Franchise Agreement and shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by SWOCC and the City by registered mail of written notice of such intent to cancel or reduce the coverage."

f. Evidence of Insurance Filed with SWOCC and the City.

All certificates of insurance evidencing the required coverage and written evidence of payment of required premiums, shall be filed and maintained with SWOCC and the City during the term of this Franchise or any renewal thereof.

g. No Waiver of Insurance, Construction Bond or Letter of Credit.

Recovery by SWOCC or the City of any amounts under insurance, the Construction Bond or letter of credit, or otherwise does not limit a Grantee's duty to indemnify SWOCC and the City in any way; nor shall such recovery relieve a Grantee of its obligations under a Franchise, limit the amounts owed to SWOCC and/or the City, or in any respect prevent SWOCC and/or the City from exercising any other right or remedy it may have.

h. Construction Bond.

Prior to any significant Cable System construction, reconstruction, upgrade, or other significant work in the Public Rights-of-Way, not to include line extensions, a Grantee shall establish in the City's favor a performance bond in an amount specified in a franchise agreement or other authorization as necessary to ensure a Grantee's faithful performance of the construction, upgrade, or other work.

In the event a Grantee subject to such a performance bond fails to complete the Cable System construction, upgrade, or other work in the Public Rights-of-Way in a safe, timely, and competent manner in accord with the provisions of a franchise agreement, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of a Grantee, or the cost of completing or repairing the Cable System construction, upgrade, or other work in the Public Rights-of-Way, plus a reasonable allowance for attorney's fees, up to the full amount of the bond. The City may also recover against the bond any amount recoverable against the letter of credit where such amount exceeds that available under the letter of credit.

Upon completion of the Cable System construction, upgrade, or other work in the Public Rights-of-Way and payment of all construction obligations of the Cable System to the good faith satisfaction of the City, the City shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established considering the nature of the work performed. The City may subsequently require a new bond or an increase in the bond amount for any subsequent construction, upgrade, or other work in the Public Rights-of-Way.

The performance bond shall be issued by a surety with an A-1 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition and shall be subject the approval of the City.

The construction bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor the intention not to renew be stated by the surety until sixty (60) days after receipt by the City, by registered mail, of written notice of such intent to cancel or not to renew."

Section 7 Cable System Construction.

a. Map and Plan to be Provided.

A Grantee shall submit an initial construction or reconstruction plan not less than ninety (90) days prior to the date a Grantee intends to commence initial construction or reconstruction of the Cable System (not line extensions), and that plan shall be incorporated by reference and made a part of a Grantee's Franchise Agreement. The plan shall include Cable System design details, equipment specifications, and design performance criteria. The plan shall also include a map of the entire Franchise Area and shall clearly delineate the following:

1. Areas within the Franchise Area where the Cable System will be available to Subscribers, including a time schedule of construction or reconstruction for each year that construction or reconstruction is proposed; and
2. Areas within the Franchise Area where the Cable System cannot reasonably be extended due to lack of present or planned development or other similar reasons, with the areas and the reasons for not serving them clearly identified on the map.

b. Delay in System Construction or Reconstruction Requires Consent by City Council.

Any delay in the Cable System initial construction or reconstruction beyond the times specified in the plan shall require application to SWOCC and consent of the City Council after receiving recommendation from SWOCC. Any delay beyond the initial construction or reconstruction timetable set forth in the plan, unless approved by the City Council, will be considered a violation of the Franchise. However, nothing in this Section shall prevent a Grantee from constructing or reconstructing the Cable System earlier than planned.

c. System Construction and Operation to be Consistent with City Requirements; SWOCC to Observe Annual Proof of Performance Tests; SWOCC May Conduct Independent Tests at Cost of a Grantee.

A Grantee shall construct, install, operate and maintain its system in a manner such that it operates at all times consistent with all laws, ordinances, and construction standards of the City; the rules and regulations of the Federal Communications Commission. In addition, a Grantee shall, upon request, provide SWOCC with the opportunity to observe the conduct of, and receive a written report of the results of, its annual proof of performance tests. SWOCC may at any time conduct independent tests and/or measurements of the system. A Grantee shall pay the costs incurred by SWOCC for any technical assistance deemed reasonably necessary by SWOCC for obtaining independent verification of technical compliance with all standards in the event a Grantee fails to meet Federal Communications Commission standards.

d. Additional Specifications - Standby Power, National, State and Local Codes.

A Grantee shall construct, install and maintain the Cable System in an orderly and professional manner, using due diligence and materials of good and durable quality. All cables and wires shall be installed, where reasonably possible, parallel with and in the same manner as electric and telephone lines. Multiple cable configurations shall be arranged, where reasonably possible, in parallel and bundled with due respect for engineering considerations. Underground installations shall be in conformance with all applicable codes.

A Grantee shall maintain equipment capable of providing standby power to be engaged automatically in the event of a power failure for twenty-four (24) hours at all headend, and tower systems and for a minimum of two (2) hours at all trunk and distribution amplifiers, or fiber optic nodes.

e. Access to Grantee's Trenches by Other Utilities.

A Grantee shall cooperate in the planning, locating and construction of its Cable System in utility joint trenches or common duct banks with other franchisees and/or utilities and/or telecommunication providers. The City will provide advance notice to any Grantee when it plans to open a trench and each Grantee shall provide notice to the City when it plans to open a trench. A Grantee and the City will offer to make space available to the other, and to other Persons who participate in joint trenching, on reasonable terms and conditions.

f. If City Determines Any Part of Facilities are Harmful to Health and Safety of Any Person, Grantee Shall Promptly Correct.

If, at any time, it is determined by SWOCC or the City or any other agency or authority of competent jurisdiction, in their good faith judgment, that any part of the cable system is endangering the public, including without limitation missing vault or pedestal covers, temporary drop cables that cross walkways, driveways or other areas, and low cables, riser problems and other violations of State or local laws that are harmful to the health or safety of any person, then a Grantee shall correct all such conditions, at its own costs and expense, within 24 hours of receipt of notice from SWOCC or the City or any other agency or authority of competent jurisdiction absent a Force Majeure condition. Until such conditions are corrected, a Grantee shall post suitable warnings to ensure that the health and safety of persons possibly affected is safeguarded.

g. Grantee to Take All Necessary Steps to Prevent Accidents.

A Grantee shall, at its own cost and expense, take all necessary efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, and security personnel and, at night, suitable and sufficient lighting.

h. Notice of Cable Construction/Repair to Subscribers.

A Grantee shall take reasonable steps to notify residents on affected streets of pending construction, or major repairs which require street or sidewalk trenching, at least forty-eight (48) hours prior to commencement of such work. Notification shall be by leaving an appropriate notice at the residence (i.e. door hanger notice).

Section 8 Regulations Pertaining to Use of City Streets and Public Rights of Way.

a. The City Has the Right Use Poles and Conduits Owned By Grantee.

The City shall have the right to install and maintain, on negotiated terms and conditions, upon any poles or in any conduit owned by a Grantee, any wire and pole fixtures that do not unreasonably interfere with a Grantee's own use of the poles and conduits.

b. All Grantee's Facilities to be Installed Only at Locations Approved by City.

Any poles, wires, cable lines, conduits or other properties of a Grantee to be constructed or installed in streets shall be so constructed or installed only at such locations and in such manner as shall be approved by the City in the exercise of its reasonable discretion. The co-location of such facilities upon existing utility poles and in approved utility trenches shall be presumed reasonable.

c. During Construction, Reconstruction or Maintenance of System Grantee, Shall Not Obstruct Public Ways Without Prior Consent of Authorities.

In connection with the construction, reconstruction, or removal of the system, a Grantee shall give due regard to the aesthetics of the Franchise areas and shall not obstruct the public ways, streets, railways, passenger travel, or other traffic to, from or within the City, without prior consent of the appropriate City authorities. In addition:

1. All transmission and distribution structures, lines, and equipment erected by a Grantee within the City shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any streets or public way.
2. In case of any disturbance to any public rights-of-way, a Grantee at its own cost and expense and in a manner and time period approved by the City, shall replace and restore such Public Rights-of-Way in as good condition as before the work involving such disturbance was done.

d. Permits Required to be Obtained Prior to Any Physical Work Being Performed in City's Streets.

A Grantee or its authorized contractors must obtain permits generally applicable from Public Services, Building and/or other appropriate Departments prior to any physical work being performed in the City's streets, or on City-owned property. Permits will be issued to a Grantee or its contractors only on approved plans, which plans must be submitted concurrently with or prior to the request for the construction permit. All work will be done in accordance with the City's specifications and must comply with all Applicable Law. Provided, however, in the event of emergency conditions where a Grantee may not reasonably secure permits prior to conducting such work, permits shall be applied for as soon as possible after commencement of the work. Permits will be reviewed in a timely manner and will not be unreasonably withheld. Permitting fees shall be, consistent with state law, no greater than necessary to recoup the City's reasonable expenses of review and issuance of the permit.

e. Grantee to File Maps of Entire System Prior to Issuance of Permit for Construction or Reconstruction. Maps Also to be Filed With Affected Utility Companies. Maps to be Updated.

A Grantee shall cause maps of the entire Cable System showing materials of construction, and locations to be filed in the office of the City prior to the issuance of a permit for construction or rebuild of the system. A Grantee shall file with SWOCC and the City's Public Services Director, on or before the last day in March of each year, updated as-built current maps or sets of maps drawn to scale, showing all Cable System equipment installed during the last calendar year and in place in streets, public rights-of-way and other public places of the City. In the event there are no new installations in the previous year, a Grantee need only file a statement to that effect in lieu of maps.

f. Upon Undergrounding of Utility Lines, Grantee Shall Concurrently Place Lines Underground in Conduits at Depth Approved by Public Works Director.

Trunk, feeder and drop cable may be constructed overhead where poles now exist and electrical or telephone lines or both are now overhead, but where electrical and telephone lines are now underground, all trunk, feeder and drop cable shall be constructed underground at such depths and locations as shall be approved by the City consistent with national standards. Whenever and wherever electrical lines and telephone lines are moved from overhead to underground placement in an area, all Cable System facilities and plant in that area shall be similarly and concurrently moved underground by a Grantee at its sole cost and expense at such depths and locations as shall be approved by the City. Notwithstanding anything to the contrary, in the event any utility is compensated by the City for moving or relocating its facilities in a specific case, then, in such case only, a Grantee shall be similarly compensated.

g. Grantee May Be Required to Move its Facilities to Accommodate Changes in Public Improvements

A Grantee shall from time to time protect, support, temporarily dislocate, or temporarily or permanently, as may be required, remove or relocate, without expense to the City or any other governmental entity, any facilities installed, used, or maintained under a Franchise, if and when made necessary by any lawful change of grade, alignment, or width of any public street by the City or any other governmental entity, or made necessary by any other public improvement or alteration in, under, on, upon or about any public street or other public property, whether such public improvement or alteration is at the instance of the City or another governmental entity, and whether such improvement or alteration is for a governmental or proprietary function, or made necessary by traffic conditions, public safety, street vacation or any other public project or purpose of the City or any other governmental entity. Notwithstanding anything to the contrary, in the event any utility is compensated by the City for moving or relocating its facilities in a specific case, then, in such case only, a Grantee shall be similarly

compensated.

h. Grantee Shall Obtain Prior Approval Before Altering Any Municipal Facility; Alterations to be at Cost of Grantee.

In connection with the construction, operation, maintenance, repair, or removal of the system, a Grantee shall, at its own cost and expense, protect any and all existing structures belonging to the City. A Grantee shall obtain the prior approval of the City before altering any water main, sewage or drainage system, or any other municipal structure in any public way or street, because of the presence of the system in the public ways or streets. Any such alteration shall be made by a Grantee, at its sole cost and expense, and in a manner reasonably prescribed by the City. A Grantee shall also be liable, at its own cost and expense, to replace or repair and restore to as close to its prior condition as is reasonably possible and in a manner reasonably specified by the City, any public way, street or any municipal structure involved in the construction of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a Grantee.

i. Grantee Shall Temporarily Move its Wires to Permit Moving of Buildings.

A Grantee shall, at the request of any person holding a moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid to a Grantee by the person requesting the same, and a Grantee shall have the authority to require such payment in advance. A Grantee shall be given not less than seven days notice to arrange for such temporary wire changes.

j. Grantee Shall Repair and Restore Damage to City Facilities and Shall Maintain Restoration.

In the event that a Grantee during construction, installation, inspection or repair of its cable system causes damage to pavement, sidewalks, driveways, landscaping or other property, a Grantee or its authorized agent shall, at its own expense and in a manner approved by the City, replace and restore such places to the same condition which existed before said work was commenced.

k. Failure by Grantee to Complete Required Work in any Street Can Result in City Causing Work to be Done at Expense of Grantee.

Upon failure of a Grantee to complete any work required by law, or by the provisions of a Franchise, to be done in any street or other public place, within ten

(10) days following due notice, the City may, at its option, cause such work to be done and a Grantee shall pay to the City the cost thereof in the itemized amounts reported by the City to a Grantee within ten (10) days after receipt of such itemized report. Or at City's option, City may demand of a Grantee the estimated cost of such work as estimated by the City, and such shall be paid by a Grantee to City within ten (10) days of such demand; upon award of any contract or contracts for such work, a Grantee shall pay to City within ten (10) days of demand any additional amount necessary to provide for cost of such work. Upon completion of such work, a Grantee shall pay to City or City shall refund to a Grantee such sums so that the total received and retained by City shall equal the cost of such work. "Cost", as used herein, shall include fifteen percent (15%) for City's overhead expense.

I. City May Remove a Grantee's Facilities as may be Required During Emergencies.

The City reserves the right to remove any portion of a Grantee's equipment and facilities as may be required in any emergency as determined by the City without liability for interruption of Cable Service. City shall attempt to give a Grantee notice of its intent to act or actions as soon as conditions permit. City shall not be obligated to restore Cable Service or to pay the costs of expenses of restoring Cable Service.

m. Tree Trimming

A Grantee shall notify the City regarding the need to substantially trim trees upon and overhanging streets of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of a Grantee; Such trimming shall be limited to the area required for clear cable passage and shall not include major structural branches which materially alter the appearance and natural growth habits of the tree. A Grantee shall be responsible for any and all damages to any tree as a result of trimming, or to the land surrounding any tree, whether such tree is trimmed or removed, or for damage to property or person caused by such trimming and removal of any tree.

n. Grantee Shall Remove System from any Public Street Following Termination or Expiration of Franchise.

In the event that the use of a part of the Cable System is discontinued for any reason for a continuous period of twelve (12) months, or in the event such Cable System or property has been installed in any street or public place without complying with the requirements of the Franchise, or the Franchise has been terminated, cancelled or has been denied renewal, a Grantee shall promptly, at its own expense, and upon being given ten (10) days notice from the Public Works Director, remove from the streets or public places all such property and poles of such Cable System other than any which the Public Works Director may permit to be abandoned in place. In the event of such removal, a Grantee shall promptly restore the street or other area from which such property has been removed to a condition the same as it existed before such works commenced.

o. Grantee's Property May be Considered Abandoned 180 Days After Termination or Expiration of Franchise.

Any property of a Grantee remaining in place 180 days after the termination or denial of renewal of a Franchise shall be, at the option of the City Council, considered permanently abandoned. The Public Works Director may extend such time not to exceed an additional thirty (30) days.

p. Abandonment in Place Shall be Done at Direction of Department of Public Works: Ownership of Property Shall be Transferred to City.

Any property of a Grantee permitted to be abandoned in place shall be abandoned in such a manner as the Department of Public Works shall prescribe. Upon permanent abandonment of the property of a Grantee in place, it shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property. If such an instrument is not received within thirty (30) days of the abandonment, the property shall automatically become that of the City.

Section 9 System Operation.

a. Type and Scope of System.

A Grantee shall install and maintain the system as agreed upon in the Franchise Agreement.

b. Basic Service Tier.

Each Grantee of a Cable System shall provide its Subscribers a separately available Basic Service Tier.

c. Access Channels.

A Grantee shall provide and maintain the number and type of access channels as are set forth in the Franchise Agreement.

d. Grantee to Maintain an Office or Service Center in City Limits.

A Grantee shall maintain one business office or service center within one of the cities of Farmington, Farmington Hills and Novi which shall be open during normal business hours, and staffed and operated to respond to customers in at least four ways: accept payments and resolve billing difficulties; to give out and exchange or accept return converters; schedule and conduct service or technician calls; answer Subscriber inquiries; and resolve complaints. Subscribers shall be promptly notified of any change of address of such office or of telephone number(s).

e. Repair and Maintenance Crew to be Maintained that is Capable of Responding to Subscriber Complaints.

A Grantee shall maintain sufficient repair and maintenance crews capable of responding to Subscriber complaints or requests for service in accordance with customer service standards described in Section 9.

f. Outage Log to be Maintained Showing Details of Service Failures.

A Grantee shall maintain an outage log showing the date, approximate time, location, duration, number of Subscribers affected, type and probable cause of all headend, trunk, or distribution line service failures due to causes other than routine testing or maintenance at reasonable times. A copy of such log shall be retained by a Grantee for a period of three (3) years and provided to SWOCC upon written request.

g. Planned Service Interruption.

A Grantee may intentionally interrupt service on the Cable System only for good cause and for the shortest time possible and, except in emergency situations or to the extent necessary to correct the affected Subscribers' service problems, only after a minimum of forty-eight (48) hours prior notice to Subscribers and the City of the anticipated service interruption; provided, however, that planned maintenance that does not require more than two (2) hours' interruption of service or that occurs between the hours of 12:00 midnight and 6:00 a.m. shall not require such notice to Subscribers, but shall require notice to the City no less than twenty-four (24) hours prior to the anticipated service interruption.

Section 10 Customer Service Standards – Billing Procedures.

a. Customer Service Standards.

A Grantee is subject to the following customer service standards.

1. A Grantee shall maintain local, toll-free or collect call telephone access lines which will be available to Subscribers 24 hours a day, seven days a week, including holidays. Trained company representatives shall be available to respond to customer telephone inquiries 7:00 a.m. to 11:00 p.m., Monday through Friday; 8:00 a.m. to 5:00 p.m. Saturday; and 9:00 a.m. to 5:00 p.m., Sunday.
2. When a trained company representative is not required, the telephone access lines shall be answered by an answering service or an automated response system. A trained company representative shall respond to inquiries received by the service or

automated response system on the next business day.

3. Under normal operating conditions, telephone answer time by a Grantee representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed an additional 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions measured on a quarterly basis.
4. Under normal operating conditions, the customer shall receive a busy signal less than 3% of the time measured on a quarterly basis.
5. Customer service center and/or bill payment locations will be open at least during normal business hours and will be conveniently located. A customer service center and/or a bill payment location shall be in one of the Cities of Farmington, Farmington Hills or Novi.
6. A Grantee shall keep an emergency system maintenance and repair staff, capable of responding to and repairing system malfunctions or interruptions, on a 24-hour basis.
7. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95%) percent of the time measured on a quarterly basis:
 - Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 150 feet from the existing distribution system.
 - Excluding conditions beyond the control of a Grantee, a Grantee will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known to a Grantee. A Grantee must begin action to correct other service problems the next day after notification of the service problem.
 - The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. (A Grantee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

- A Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If a Grantee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
8. A Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:
 - Products and services offered;
 - Prices and options for programming services and conditions of subscription to programming and other services, including credit and /or rebate for system outages.
 - Installation and service maintenance policies;
 - Instructions on how to use the Cable Services;
 - Channel positions of programming carried on the system; and
 - Billing and complaint procedures, including the business address and telephone number of a Grantee and of SWOCC.
 9. Customers will be notified of any changes in rates, programming services, or channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of a Grantee. In addition, a Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in other information required by the preceding paragraph.
 10. Upon request, a Grantee shall provide a Subscriber with a credit or rebate on a pro-rata basis for a service outage that has been caused by a failure of the Cable System.
 11. Refund checks shall be issued promptly, but not later than:

- The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier; or
 - Upon the return of the equipment supplied by a Grantee if service is terminated.
12. Credits will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.
 13. Any specific system complaints, within SWOCC's jurisdiction under Federal law, coming to the City or SWOCC office must be addressed by a Grantee within three working days of receipt from City or SWOCC with correspondence to both the customer and SWOCC.

If a Grantee is unable to resolve an issue/problem within three days, every effort must be made to reach a resolution with updates to the SWOCC office every three working days.

b. Billing Practices, Information and Procedures.

A Grantee shall provide to all Subscribers at time of installation complete information pertaining to billing and collection procedures, procedures for ordering changes in or termination of services, refund and credit policies.

Billing Procedures shall be as follows:

1.1 Except as permitted by applicable law, a Grantee shall bill all Subscribers in a uniform, non-discriminatory manner, regardless of Subscriber's level of service. A Grantee may, however, conduct promotional campaigns in which rates are discounted or waived, and may offer bulk rate discounts for multiple unit dwellings, hotels, motels, and similar institutions or may reduce such charges for competitive purposes. In no case shall any Subscriber be required to pay for services in excess of 30 days prior to receipt of such service. No administrative fee (fee for processing of delinquent accounts) shall be imposed for the first twenty (20) days from date of billing.

1.2 Except as permitted by applicable law, a Grantee shall not make a monthly charge for multiple cable outlets (in the same living unit) over and above the one initial outlet provided a Subscriber upon receipt of Cable Service. The initial installation cost of multiple cable outlets shall be paid as part of the cost of initial installation charges.

1.3 A Grantee shall provide all Subscribers with an itemized monthly bill that contains, at a minimum, the following information:

- a. A list of each service or package received for that billing period showing individual charges for the "Basic Service" tier, satellite tier, each pay per view usage, each pay TV channel, and each remote control or other devices, etc.
- b. The period of time over which said services are billed;
- c. The total charges due for the monthly period, separate from any previous balance due;
- d. A specific date by which payment is required; and
- e. Name, address and phone number of S.W.O.C.C.

1.4 A Subscriber's first billing statement after a new installation or service change shall be prorated as appropriate and shall reflect any security deposit.

c. Disconnection and Termination of Cable Services.

1. Subscriber termination of Cable Service.

A Subscriber may terminate Cable Service at any time without penalty, unless the subscriber has voluntarily committed to a promotional contract guaranteeing a minimum subscription period.

2. Grantee disconnection of Subscriber Cable Service.

A Grantee shall only disconnect or terminate a Subscriber's cable for good and just cause. In no event shall a Grantee disconnect said Cable Service for nonpayment without the prior written notification to the affected Subscriber at least ten (10) business days prior to such disconnection or termination. In no event shall such disconnection or termination for nonpayment occur in less than 30 days after a Subscriber's failure to pay a bill due. Such notice shall state the date by which disconnection may occur. Where a Grantee has improperly discontinued Cable System service to any such Subscriber, it shall provide free reconnection to the Cable System to such Subscriber, within twenty-four (24) hours of being notified by Subscriber.

Section 11. Reports and Records of Cable TV Operation.

a. Annual Gross Revenue Statements.

During the term of a Franchise, the a Grantee shall file annually with SWOCC and the City Manager not later than 120 days after the end of its fiscal year and, if the Franchise is terminated or expires prior to the end of a Grantee's fiscal year, 120 days after such termination or expiration, two (2) copies of a gross revenue statement applicable to the Cable System serving the SWOCC member Cities, including a calculation of the gross revenues and bad debt expense applicable to its operation during the preceding twelve (12) month period.

The statement shall be certified as being correct by a responsible officer of a Grantee and there shall be submitted along with it such other reasonable information as SWOCC shall request.

b. Quarterly Reports on System Performance Required.

A Grantee shall submit to SWOCC, on a quarterly basis, within 30 days following March 31, June 30, September 30, and December 31 of each year, throughout the term of an agreement, a reasonable, statistical summary of the operations of the system. Such information shall include, but not be limited to: the number of dwelling units passed; the number of basic service Subscribers; penetration rates for basic and expanded basic service; the number of cable plant miles in construction or completed; a summary of Subscriber complaints by type of complaint, showing compliance data, a summary of system outages and "down time", number of telephone calls from subscriber, telephone call response time, and delayed and abandoned calls; and a summary of service calls made during the previous quarter.

c. Ownership Reports.

During the term of a Franchise, a Grantee shall provide the City and SWOCC annually, if requested, the following information:

1. If a Grantee is a nonprofit corporation, a list of all current directors or trustees of record. If a public corporation, a list of all shareholders who individually or as a concerted group hold ten (10) percent or more of the voting stock of the corporation;
2. A current list of all of its officers and directors including addresses and telephone numbers;
3. The names and both business and residential addresses and phone numbers of the cable television system resident manager

and engineer;

4. If a Grantee is a subsidiary of a firm, a report showing all corporations or partnerships with more than a ten percent ownership interest in the Franchisee, and the nature of that ownership interest (limited partner, general partner, preferred shareholder, etc.); and showing the same information for each corporation or partnership that holds such an interest in the corporations or partnerships so identified and so on until the ultimate corporate and partnership interests are identified, and an annual shareholder's report for each such entity when filed by law with the Securities Exchange Commission or successor entity.

d. SWOCC's Access to Records.

Upon seventy-two hours written notice SWOCC shall have access to all of a Grantee's records necessary to establish or ascertain its compliance with this Ordinance or any franchise agreement.

Section 12 Rate Regulation.

a. City Reserves Right to Regulate Rates.

The City reserves the right to regulate a Grantee's rates for cable service to the fullest extent permitted by Applicable Law.

b. Current Rate Schedule to be Filed With City: 30 Days Notice Required Prior to Rate Change.

A Grantee, for information purposes, and for the City to ensure nondiscrimination, shall provide SWOCC and the City with a complete schedule of all current basic service and enhanced service rates and charges, including pay TV and pay per view rates and charges, and shall give thirty (30) days prior notice from the date of mailing to SWOCC and to all affected Subscribers of any pricing changes or additional charges, excluding temporary marketing and sales discounts or offers.

c. Grantee to Furnish Service to Each Person in Franchise Area Making Request for Service.

A Grantee shall furnish and maintain Cable Service to each person within the Franchise area who makes a bona fide request to receive such service that is based

upon the requirements of this Ordinance subject to line extension policy set forth in its Franchise Agreement. Nothing in a Franchise Agreement shall limit the right of a Grantee to deny service to any Person which has a negative credit or service history with a Grantee, which may include non-payment of bills or theft or damage to a Grantee's equipment, or who has threatened or assaulted employees of a Grantee in the course of their employment. Provided that in the event service is denied, a Grantee will give written notice to the Person requesting service of his or her right to appeal to the City a Grantee's decision to deny service, and of the City's authority to reverse a Grantee's decision in instances where a Grantee has acted unreasonably.

d. City Adopts Rate Regulation Procedures Consistent With FCC Rules.

The City hereby adopts by reference rules of the Federal Communications Commission set forth in Subpart N (Cable Rate Regulation) of Part 76 (Cable Television Service) of Chapter I of Title 47 of the Code of Federal Regulation regarding the regulation of cable television rates for basic service and associated equipment, as amended.

SWOCC and the City adopt by reference procedures set forth in 47 CFR Sec. 0.459 regarding confidential business information submitted by a Grantee in a rate regulation proceeding.

The City delegates to the Southwestern Oakland Cable Commission all of its authority to administer the regulation of cable television rates under this Ordinance subject to all provisions of the Multi-Jurisdictional Cable Television Franchise Administration Agreement.

Section 13. Letter of Credit.

a. Grantee is Required to File an Irrevocable Letter of Credit.

Within thirty (30) days after the effective date of a Franchise, a Grantee shall deposit with SWOCC an Irrevocable Letter of Credit in the amount set forth in the Franchise Agreement and issued by a federally insured commercial lending institution. The form and substance of said Letter of Credit shall be subject to the approval by SWOCC's Attorney. The Letter of Credit shall be used to assure: the faithful performance by a Grantee of all provisions of the Franchise Agreement and the Cable Ordinance; compliance with all orders, permits and directions of SWOCC or any agency, commission, board, department, division or office of the City having jurisdiction over any aspect of a Grantee's performance under a Franchise and this Ordinance; and the payment by a Grantee of any penalties, liquidated damages, claims, liens, Franchise Fees, taxes or other fees due to the City which arise by reason of the construction, operation or maintenance of the Cable System, including cost of removal of any property of a Grantee.

b. Letter of Credit May Be Drawn Upon By SWOCC After Following Specified Procedure that Assures Due Process to Grantee.

The Letter of Credit may be drawn upon by SWOCC by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the Executive Director of SWOCC certifying that a Grantee has failed to comply with the Franchise Agreement and/or this Ordinance, stating the nature of the noncompliance, and stating the amount being drawn. Examples of the nature of the noncompliance for drawing upon the Letter of Credit include, but are not limited to, the following:

1. failure of a Grantee to pay to the City and/or SWOCC any Franchise Fees, taxes, liens or other fees;
2. failure of a Grantee to pay to the City and/or SWOCC any amounts due and owing by reason of the indemnity provisions of this ordinance;
3. failure of a Grantee to pay to the City and/or SWOCC any liquidated damages due and owing pursuant to a Franchise Agreement;
4. failure to make any payment required by an Agreement within the time fixed therein;
5. failure to pay to the City and/or SWOCC any damages, claims, costs or expenses which the City and/or SWOCC has been compelled to pay or incur by the reason of any material act or default by a Grantee;
6. failure to comply with any material provisions of an Agreement or Cable Ordinance which SWOCC reasonably determines can be remedied by an expenditure of an amount from the letter or other instrument.

In the event of such noncompliance, SWOCC may order the withdrawal of the appropriate amount of liquidated damages, penalties, fees or otherwise from the letter or other instrument for payment to SWOCC, provided that, prior to each such withdrawal; (i) a Grantee shall be afforded an opportunity to cure any of said failures within thirty (30) days after written notice from SWOCC that the withdrawal is to be made; or (ii) if such cure cannot be reasonably accomplished within such thirty (30) days, then a Grantee shall have a reasonable time to cure, provided that a Grantee commences such cure within such thirty (30) days and diligently pursues such cure to completion.

c. Letter of Credit Shall be Replenished to Original Amount Following Any Draw Down.

A Grantee shall structure the Letter of Credit in such a manner so that if SWOCC at any time draws upon the Letter of Credit, the amount of available credit shall automatically increase to the extent necessary to replenish that portion of the available credit exhausted by the honoring of the SWOCC draft. The intent of this Subsection is to make available to SWOCC at all times a Letter of Credit in the amount specified in the Franchise Agreement.

d. SWOCC's and the City's Rights with Respect to Letter of Credit Are in Addition to Other Rights.

The rights reserved to SWOCC and the City with respect to the Letter of Credit are in addition to all other rights of SWOCC and the City, whether reserved by a Franchise Agreement or authorized by law, and no action or proceeding against a Letter of Credit shall affect any other right SWOCC and the City may have.

Section 14. Liquidated Damages.

a. Parties Shall Agree to Specific Liquidated Damages to be Paid by Grantee for Certain Delays or Nonperformance.

A Grantee's failure to comply with any timing or performance requirements set forth in a Franchise Agreement will result in damage to the City, the amount of which will be impracticable to ascertain. Therefore, the City and a Grantee will negotiate the amount of liquidated damages to be set forth in a Franchise Agreement. Every franchise agreement shall provide that the City's recovery of such damages shall be without prejudice to any other remedy the City may have.

b. Procedures Established to Assure Grantee of Due Process and Opportunity to Cure Problem Before Damages Assessed.

If SWOCC's Executive Director, following prior reasonable notice to a Grantee to cure any problem that might result in liquidated damages, concludes that a Grantee is liable for liquidated damages pursuant to the Franchise Agreement, he/she shall issue to a Grantee by certified mail a Notice of Intention to Assess Liquidated Damages. The Notice shall set forth the basis of the assessment, and shall inform a Grantee that liquidated damages will be assessed from the date of the Notice unless the Assessment Notice is appealed for hearing before the SWOCC Commissioners and the Commission rules (a) that the violation has been corrected, or (b) that an extension of the time or other relief should be granted. If a Grantee desires a hearing before the Commission, it shall send a written Notice of Appeal by certified mail to the Executive Director within ten (10) days of the date on which SWOCC sent the Notice of Intention to Assess Liquidated Damages. After the hearing, if the Commission sustains in whole or in part

the Executive Director's Assessment of Liquidated Damages, the Executive Director may at any time thereafter draw upon the Letter of Credit required by Section 13. Unless the Commission indicates to the contrary, said liquidated damages shall be assessed beginning with the date on which the Executive Director sent the Notice of Intention to Assess Liquidated Damages and continuing thereafter until such time as the violation ceases, as determined by the Executive Director.

Section 15. Forfeiture and Termination.

a. Franchise May be Terminated for Material Breach of Terms and Conditions - Examples Given.

In addition to all other rights and powers retained by the City, the City reserves the right to terminate a Franchise and all rights and privileges of a Grantee in the event of a material breach of this Ordinance or a Franchise Agreement. A material breach by a Grantee shall include, but shall not be limited to, the following:

1. Violation of any material provision of the Cable Ordinance or Franchise Agreement or any material rule, order, regulation or determination of SWOCC and/or the City made pursuant to a Franchise;
2. Attempt to evade any material provision of the Cable Ordinance or a Franchise or practice any fraud or deceit upon SWOCC and/or the City or the Subscribers of the Cable System;
3. Failure to begin or complete Cable System construction, reconstruction or Cable System extension as provided under a Franchise Agreement;
4. Failure to maintain insurance, bonds and Letters of Credit required by SWOCC and/or the City;
5. Failure to restore Cable Service after forty-eight (48) consecutive hours of interrupted Cable Service, except when there is just cause or when approval of such interruption is obtained from SWOCC.
6. Substantial failure to provide the financial information required by the Cable Ordinance and/or Agreement;
7. Substantial failure to satisfy the requirements regarding system characteristics or repeated failure to meet the technical performance standards specified in an Agreement;

8. Abandonment of the system, in whole or in material part, without the prior written consent of the City;
9. Substantial failure to supply the Access channels and other support and any related services, equipment and facilities as required in an Agreement;
10. Repeated imposition of any fee, charge, deposit, or associated term or condition, for any service which is not consistent with the provisions of an Agreement, or of which there has repeatedly and unjustifiably been no notification to the SWOCC;
11. Substantial and repeated failure to comply with the consumer service standards and requirements set forth in the Cable Ordinance and Agreement;
12. The taking of any material action which requires the approval or consent of SWOCC and/or the City without having first obtained said approval or consent;
13. Any material misrepresentation, made by or on behalf of a Grantee in its proposal to obtain a Franchise, or in connection with the negotiation or re-negotiation of, or any amendment or other modification to a Franchise Agreement, to the extent that any such misrepresentation was relied upon by SWOCC and/or the City;
14. There is made an assignment for the benefit of creditors or an appointment of a receiver or trustee to take over the business of a Grantee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding, unless the conditions set forth in Section 15(f) (1) and (2) are fulfilled.

b. Procedures Outlined Leading to Possible Termination of Franchise.

SWOCC may make a written demand that a Grantee comply with any provision, rule, order, or determination under or pursuant to the Cable Ordinance or a Franchise Agreement. If the violation breach, failure, refusal or neglect by a Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the SWOCC Executive Director may place the issue of termination of a Franchise before the Commission and, upon recommendation of the Commission, to the City Council. The SWOCC Executive Director shall cause to be served upon a Grantee, at least twenty (20) days prior to the date of such Commission meeting, a written notice of intent

to request such termination and the time and place of the meeting. Public notice shall be given of the meeting and the issue which the Commission is to consider. If the Commission determines that it will recommend termination of the Franchise to the City Council, an additional notice shall be served upon a Grantee at least twenty (20) days prior to the scheduled City Council meeting. Public notice shall also be given for the Council meeting along with a description of the issues which the City Council will be considering.

c. City Council Shall Hear and Consider Issues and Determine if a Violation has Occurred.

The City Council shall hear and consider the issue and shall hear any person interested therein, and shall determine, whether or not any violation by a Grantee has occurred.

d. City Council May Declare Franchise Terminated if Compliance Does Not Occur Within Specified Period.

If the City Council shall determine the violation by a Grantee was the fault of a Grantee and within its control, the City Council, may, by resolution, declare that the Franchise of a Grantee be terminated, unless there is compliance within such period as the City Council may determine this period shall be sufficient to give a Grantee a reasonable opportunity to comply.

e. Franchise May Cease and Terminate 120 days After Appointment of Receivers.

Any Franchise granted shall, at the option of City, cease and terminate one hundred twenty (120) days after the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of a Grantee whether in a receivership, reorganization, bankruptcy, or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

1. Such receivers or trustees shall have within one hundred twenty (120) days, after their election or appointment fully complied with all the terms and provisions of this Ordinance and a Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all defaults under the Franchise; and,
2. Such receivers or trustees shall have within one hundred twenty (120) days executed an Agreement duly approved by the Court having jurisdiction, whereby such receivers or trustees assume and agree to be bound by each and every term, provision, and limitation

of the Franchise Agreement.

f. Procedure if a Foreclosure Occurs.

In the case of a foreclosure or other involuntary sale of the plant, property, and equipment of a Grantee, or any part thereof, City may serve notice of termination upon a Grantee and to the purchaser at such sale, in which event the Franchise and rights and privileges of a Grantee shall cease and terminate thirty (30) days after service of such notice unless:

1. City has approved the transfer of the Franchise, as and in the manner in this Ordinance provided; and
2. Such successful purchaser shall have covenanted and agreed with City to assume and be bound by all the terms and conditions of the Franchise Agreement.

Section 16. Waivers.

1. A Grantee may submit a written request for a variance to the City Council at any time during the Franchise term. Such request for a variance, at the sole discretion of the City Council, may be set for a public hearing, and a decision shall be made within 120 days following the submission. Procedures for the modification of Franchise obligations shall be in compliance with Section 625 [47 U.S.C. 545] Title VI, Communication Act of 1934.
2. The City Council may authorize the economic, technical, or legal evaluation of such variance request, and a Grantee shall be required to reimburse the City for any expenditure incurred by the City in connection with such evaluation.
3. This Section is enacted solely for the convenience and benefit of the City and shall not be construed in such a manner as to create any right or entitlement for a Grantee.

Section 17. Sundry Provisions.

1. Every direction, notice or order by SWOCC or the City to be served upon a Grantee shall be hand delivered or sent by registered mail to the office responsible for the local Cable System. Every notice served upon SWOCC or the City shall be hand delivered or sent by registered mail to the Executive Director and the City Manager, City of Farmington Hills, Michigan.
2. All provisions of this Ordinance shall apply to a Grantee, its successors, and assignees, as may be approved by City Council in accordance with this Ordinance.
3. The rights granted by this Ordinance are subject to all Franchises and permits heretofore or hereafter granted by the City to use the streets of the City by other public utility or public service corporations. It is not intended by the grant of a Franchise to abridge the exercise of the police power heretofore or hereafter granted to the City by the State.
4. Without limitation on the rights which the City might otherwise have, the City does hereby expressly reserve the right, powers, and authority to exercise its governmental power now, or hereafter to the full extent that such powers may be vested in or granted to the City; to determine through its City Council any question of fact relating to the meaning, terms, obligations or other factors of this franchise.
5. Specific mention of the materiality of any of the provisions herein is not intended to be exclusive of any others for the purpose of determining whether any failure of compliance hereunder is material and substantial.
6. If any particular Section of this Ordinance, or the particular application thereof, shall be held invalid, the remaining provisions, and their application, shall not be affected thereby.
7. A Grantee shall assume the cost of any publications required by law and such is payable upon a Grantee's filing of acceptance of a Franchise.
8. The rights and remedies reserved to the City by this Ordinance are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the City may have with respect to

the subject matter of this Ordinance. A waiver of any right or remedy by a party at one time shall not affect the exercise of said right or remedy or any other right or other remedy by such party at any other time. The failure of the City to take any action in the event of a material breach by a Grantee shall not be construed or otherwise be deemed to constitute a waiver of the right of the City to take such action at any other time in the event that said material breach has not been cured, or with respect to any other material breach by a Grantee.

9. The headings contained in this Ordinance and any Agreement are to facilitate reference only, do not form a part of this Ordinance or an Agreement, and shall not in any way affect the construction or interpretation hereof.
10. If by reason of a Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability.

Section 18. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

Section 19. Repealer.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect. Ordinances C-1-85 and C-12-93 are specifically repealed.

Section 20. Effective Date.

The provisions of this ordinance are hereby ordered to take effect following publication in the manner prescribed by the Charter of the City of Farmington Hills.

Section 21. Adoption.

This ordinance is hereby declared to have been adopted by the City Council of the City of Farmington Hills at a meeting thereof, duly called and held on the ____ day of _____, 2000, and ordered to be given publication in the manner prescribed by the Charter of the City of Farmington Hills.

ADOPTED AND APPROVED this _____ day of _____.

KATHRYN A. DORNAN, CITY CLERK

I, Kathryn A. Dornan, City Clerk of the City of Farmington Hills, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Farmington Hills, held on this ____ day of _____, 2000, and was finally passed at a regular meeting of the City Council of the City of Farmington Hills held on the ____ day of _____, 2000.

Kathryn A. Dornan, City Clerk

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