

ORDINANCE NO. 43-A

AN ORDINANCE GRANTING UNTO SIMMONS COMMUNICATIONS COMPANY, L.P. A DELAWARE PARTNERSHIP AND SUCCESSORS AND ASSIGNS FOR A TERM OF TEN (10) YEARS, THE RIGHT, AUTHORITY AND POWER TO CONSTRUCT, MAINTAIN AND OPERATE A COMMUNITY ANTENNA TELEVISION SYSTEM WITHIN THE TOWN OF LEONARDTOWN, MARYLAND.

WHEREAS the Town of Leonardtown, Maryland hereinafter referred to as the "Town", desires high-quality reception of television signals, and

WHEREAS SIMMONS COMMUNICATIONS COMPANY, L.P., hereinafter referred to as the "Company", desires to conduct a CATV business and to provide related services in the Town, and

WHEREAS the contemplated CATV system will, in whole or in part, be located in, upon, along, across, above, over and under streets, alleys and public ways of Leonardtown and generally within the corporate limits of the Town,

NOW, THEREFORE, be it resolved that:

Section 1.

The Company is hereby granted the exclusive right and privilege for ten years to erect buildings, to construct, maintain and operate, in the present and future, towers, cable and related equipment for the interception and distribution of television, radio and other signals and to sell services related hereto the Town and the inhabitants thereof.

This Franchise may be ~~automatically~~ renewed for one additional period of ten years, in accordance with the provisions of 47 U.S.C., Section 546.

The territorial area covered by this Franchise consists of the present territorial limits of the Town and any area henceforth added thereto during the term of this Franchise.

Section 2.

The Company shall have the right to construct CATV distribution facilities in, upon, along, across, above, over and under the streets, alleys, and public ways of the Town. The Company shall have the right to enter into appropriate agreements with telephone and power companies and other suppliers of public utilities and services for the purpose of attaching distribution cables and associated equipment to poles or towers or through underground conduits and trenches provided by such companies.

Section 3.

All transmission and distribution structures, lines and equipment erected by the Company within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

In case of disturbance of any street, sidewalk, alley, public way or paved area, the Company shall, at its own cost and expense and in a manner approved by the Town, replace and restore such street, sidewalk, alley, public way or paved area within 30 days in as good a condition as before the work involving such disturbance was done.

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

Any poles or other fixtures placed in such manner as not to interfere with the usual travel on such public way.

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

The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, except that at the option of the Town, such trimming may be done by it or under its supervision and direction at the expense of the Company.

In all sections of the Town where the cables, wires or other like facilities of public utilities are or hereafter placed underground, the Company shall place its cables, wires or other like facilities underground so the maximum extent that existing technology reasonably permits the Company to do so. In addition, the Company shall remove its overhead cables, wires or other like facilities and replace them with underground facilities when other utilities are required to do so within the Town.

Section 4.

The Company shall be subject to all ordinances in force or that may be hereafter enacted.

Section 5.

The Company shall ^{indemnify and} hold the Town harmless from any and all claims or damages as a result of the Franchise, including damages arising out of the construction, maintenance, and operations of the CATV system authorized herein.

Effective from the date of adoption of this Franchise by the Town and the Company, the Company shall insure the Town and the Company with regard to all damages mentioned above in the minimum amounts of \$500,000 for bodily injury or death to any one person, \$500,000 for bodily injury or death resulting from any one accident, and \$50,000 for property damage resulting from any one accident. Said insurance is to be provided by a recognized company authorized to do business in Maryland.

Section 6.

"Basic Service" shall consist of at least twelve (12) television broadcast, satellite and local origination channels. Simmons Communications Company, L.P., under Federal Communications Commission decisions, has the right to review and alter the channel carriage as Simmons Communications Company, L.P., deems necessary but always maintaining not less than twelve (12) television broadcast, satellite and local origination channels.

Current Broadcast Station Signals

<u>Channel No.</u>	<u>Origin</u>	<u>Call Letters</u>
2	Baltimore MD	WMAR
4	Washington, DC	WRC
5	Washington, DC	WTTG
7	Washington, DC	WJLA
9	Washington, DC	WUSA
11	Baltimore, MD	WBAL
13	Baltimore, MD	WJZ
54	Baltimore, MD	WNUV
20	Washington, DC	WDCA
22	Annapolis	WAPB
23	Washington, DC	WETA
45	Baltimore, MD	WBFF
50	Washington, DC	WRTY

Section 7.

The Company shall maintain a local business office. Said office shall be open during usual business hours, have a listed telephone and be so operated that complaints and requests for repairs or adjustments may be received at any reasonable time. The Company shall provide maintenance service sufficient to attend to these complaints and requests within a reasonable period of time. Leonardtown residents will not incur long distance telephone charges in calling the local business office. The Company shall promptly attempt to resolve service complaints (normally within one (1) day of their receipt) and shall maintain "emergency" service from Leonardtown during nights and weekends

Section 8.

The Company shall furnish one free "Basic Service" connection for each 100 students or fraction thereof to public and private school locations within the Town for educational purposes upon request by the Town and at no cost to the Town or to the school system. The Company shall furnish upon request of the Town Commissioners one free connection each to the Police and Fire departments and to the Office of the Town Commissioners.

Section 9.

The following is a schedule of rates for the Basic Service provided by Simmons Communication Company, L.P. (excluding any applicable State, Federal or local taxes). Simmons Communications of Delaware/Maryland, Inc. shall not discriminate nor give undue preferences or advantages to similarly situated persons in respect to the following rates and charges:

First Cable Outlet:

Installation	\$25.00
Monthly Service	\$11.95

Additional Cable Outlets:

Installation	\$16.00
Monthly Service First Additional	\$ 2.95
Monthly Service for over the Additional	\$ 1.95

A "connection" shall be construed to mean an above-ground entrance into any private residence, apartment house, multi-family dwelling or place of business, entering the building in a manner similar to the above-ground provision of electric or telephone services. In the event that the distance from the cable tap to the building exceed 150 feet, or if the Company should be requested to provide other than the usual above-ground entrance, the Company shall negotiate with the subscriber to provide such service at a reasonable connection charge.

Section 10.

Simmons Communications Company, L.P. and the Town of Leonardtown recognize that as of January 1, 1987, no regulation of cable television rates or charges is permitted by Federal Legislation. (except for regulations by the FCC as provided for by 47 U.S.C. Section 543b in circumstances in which a cable system is not subject to effective competition which is inapplicable to Leonardtown)

Section 11.

The Company voluntarily agrees not to engage, within the area served by the CATV system to be constructed under this Franchise, in the retail sale, service, rental, leasing or repair of home TV receivers and from engaging in the sale of parts for such receivers.

Section 12.

The Franchise rights and privileges herein described shall not be assignable without the consent of the Town. Such consent shall not be unreasonably withheld.

Section 13.

In the event that any section or part of this Franchise shall be held invalid, such invalidity shall not affect the remaining sections or portions of the Franchise.

Section 14.

It is agreed that the Town shall receive from the Company three percent (3%) of the total gross yearly revenue received from subscribers residing in Leonardtown, and that the books and records of Simmons Communications Company, L.P. will be open for inspection by the Town at all times, subject to one weeks notice by the Town of its intention to inspect.

The franchise payment will be payable on October 31st of each year for the previous twelve (12) month period ending October 1st.

Section 15.

If the Company shall fail to perform any of the agreements herein by it to be performed or to make any payments herein provided for within ninety (90) days after having been given written notice by the town to so perform or make such payment, the Town may by giving the Company written notice cancel and terminate this Franchise and contact.

Section 16.

This Ordinance, when passed by the Town and made effective in the manner prescribed by law, if accepted by the Company by signed acceptance prior to _____, shall have the force and effect of a contract binding upon the Company and the Town.

Introduced, read and adopted by the Commissioners of Leonardtown, Maryland, on the _____ day of _____.

ATTEST:

Jami Thaden

JAMI THADEN
Town Secretary

COMMISSIONERS OF LEONARDTOWN

Edward H. Long

EDWARD H. LONG, President

J. Maguire Mattingley, Jr.

J. MAGUIRE MATTINGLEY, JR.,
Vice-President

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

David F. Jenny

DAVID F. JENNY
Town Attorney

DANIEL W. BURRIS, Commissioner

DANIEL W. Muchow, Commissioner

Stephen L. Raley

STEPHEN L. RALEY, Commissioner

Accepted by the Company this 11th day of May, 1987.

ATTEST:

J. Chipman Fonger

Simmons Communications Co. L.P.
~~GATV~~ General Corporation

Robert S. Go

Vice President of Operations of the
Managing General Partner