

P E R M I T

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A RESOLUTION GRANTING TO MARTIN COUNTY CABLE COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, A PERMIT FOR THE FURNISHING AND TRANSMISSION OF TELEVISION RECEPTION SERVICE BY CABLE FOR THE OPERATION OF COMMUNITY ANTENNA SYSTEMS, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO.

BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, THAT A PERMIT IS HEREBY GRANTED TO MARTIN COUNTY CABLE COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING AND TRANSMISSION OF TELEVISION RECEPTION SERVICE BY CABLE FOR THE OPERATION OF COMMUNITY ANTENNA SYSTEMS. THIS PERMIT IS SUBJECT TO THE FOLLOWING PROVISIONS AND CONDITIONS, TO-WIT:

Section 1. SHORT TITLE

This permit shall be known and may be cited as the Town of Sewall's Point Community Antenna Television System Permit.

Section II. DEFINITIONS

For the purposes of the Permit, the following terms, phrases, words, and their derivations shall have the meaning given below.

When inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

The word " shall " is always mandatory and not merely directory.

- (a) "Town" is the Town of Sewall's Point, Florida.
- (b) "Company" is the Grantee of right under this Permit.
- (c) "Commission" is the Town Commission of the Town of Sewall's Point, Florida.
- (d) "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind.

Section III. GRANT AND TERMS

(a) In consideration of the benefits that will accrue to Town of Sewall's Point, Florida, and the inhabitants thereof, and of the payment of the Grantee, Martin County Cable Company, Inc., to said Town of Sewall's Point, Florida, the total sum collected of the amount designated as "permit fee" on the Schedule of Charges of the Grantee, for each year of the Permit hereinafter granted, Martin County Cable Company, Inc., its successors and assigns, herein referred to as the Grantee, is hereby given and vested with the non-exclusive right, authority, easement, privilege and permit to construct, erect, suspend, install, lay down, repair, renew, maintain, operate and conduct in the Town of Sewall's Point, Florida, a plant or plants and/or system or systems for the distribution of television signals for all purposes whatsoever, for a period of time beginning on the effective date of this Permit and ending at midnight fifteen (15) years from effective date of this Permit. Grantee shall have the right to renew this Permit for an additional fifteen (15) year period.

(b) The Grantee is hereby given and granted and vested with the right, authority, easement, privilege and permit to construct, erect, suspend, install, renew, maintain, operate and conduct throughout the Town, a system of poles, conduits, cables, underground cables and conduits, conductors, amplifying equipment on poles, fittings and all appliances or appurtenances as necessary or desirable to furnish distribution or sale of the television reception service for all purposes whatsoever or to the operation of the community antenna system, over, under, along, and across all streets, avenues, alleys, ways, bridges, rivers, and waterways, and public places in the Town as they now exist or may hereafter exist or be laid out or extended, together with the further right, privilege and permit

to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, conduits, cables, underground cables and conduits, and appliances and appurtenances necessary or desirable to the distribution within, into, through, over and above and beyond the Town and to the inhabitants both within and beyond the limits thereof, television reception service and for the purpose of extending its lines beyond the limits of the Town, together with the further right to contract with the power company and/or telephone company for the use of its poles and equipment and appliances for use in carrying to the inhabitants and corporation of the Town and beyond such television reception service. Said grants herein, however, may not interfere with the rights, grants and privileges of others.

Section IV. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Company shall maintain and operate its systems and render efficient service in accordance with the rules and regulations as are set forth by the Town as provided for in Section VII of this Permit.

Section V. NOTICE OF INTERRUPTION FOR REPAIRS

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall do so at such times as will cause the least amount of inconvenience to its Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its Subscribers.

Section VI. CONDITIONS OF STREET OCCUPANCY

(a) Approval Procedure. All installations and alterations or modification thereof, shall be done only in accordance with plans first

submitted to and approved by the Town Commission or officer, employed persons or firms designated by the Town. Any repair work which requires the disturbance of the surface of any street or which will interfere with traffic, shall not be undertaken without prior permission and approval of the manner of doing the work by the Town Commission.

(b) Requirements. All installations, and alterations or modifications thereof, shall be done in a neat and workmanlike manner. All construction shall conform to the requirements of the National Electric Safety Code and any statutes, regulations and ordinances governing the same or similar installations.

(c) Use. 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 property owners who adjoin any of the said streets, alleys or other public ways and places.

(d) Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the Town, replace and restore all in as good condition as before said work was commenced.

(e) Relocation. In event that at any time during the period of this Permit the Town shall lawfully elect to alter, or change the grade of any street, alley, or other public way, the Company, upon reasonable notice by the Town, shall remove and relocate its poles, wires, cables, underground conduits, manholes and other telephone fixtures at its own expense.

(f) Placement of Fixtures. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric, or telephone fixture, water hydrant, or main, and all such poles or other fixtures placed in any street, shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in alleys shall be

placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

(g) Temporary Removal of Wire or Building Moving. The Company shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid for 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 one week advance notice to arrange for such temporary wire changes.

(h) Tree Trimming. The Company shall have the authority to trim trees upon and overhanging street, alleys, sidewalks and public 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, all trimming to be done under the supervision and direction of the Company and at the expense of the Company.

(i) Safety Precautions. The Company's work while in progress shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices to protect all members of the public having occasion to use the portion of the streets involved or adjacent property.

(j) Determination of Right to Use Streets. It is understood that there may be within the boundaries of the Town various streets as defined in Section III of this Permit which the Town does not have the unqualified right to authorize the Company to use, because of reservations, therefore, in making this grant the Town does not warrant or represent as to any

particular street or portion of a street that it has the right to authorize the Company to install or maintain portions of its system therein and in each case the burden and responsibility for making such a determination in advance of the installation shall be on the Grantee.

Section VII. TOWN RIGHTS TO PERMIT.

The right is hereby reserved to the Town to adopt, in addition to the provisions herein contained and existing, applicable ordinances, such additional regulations as it shall find necessary in the exercise of police power, provided that such regulations by ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Florida.

Section VIII. PROTECTIVE AND INDEMNITY PROVISIONS.

(a) The Grantee shall indemnify and hold harmless the Town, its officers, agents and employees from all claims, debts, liabilities, demands, interests, court costs and attorney's fees to itself or any third person, whether for bodily injury, death, property damage or otherwise, in any way arising out of the operations of Grantee, contemplated by the Permit, or related work upon Grantee's system, whether directly authorized by this Permit or not.

(b) Permit payment fee Guarantee. The Company shall furnish bond or its equivalent, to be approved by the Town in the sum of Five Hundred (\$500.00) Dollars which shall be renewed each year, at the expense of the Company, and remain in full force and effect throughout the terms of this Permit to guarantee the payment to the Town for all Permit fees that may become due to the Town under the terms of this Permit.

(c) Prior to commencing construction of any kind, grantee shall have in full force and effect and thereafter constantly maintain and furnish

evidence thereof with the Town Manager and/or Clerk, a good and sufficient policy or policies of insurance covering One Hundred Thousand (\$100,000.00) Dollars personal injury, each person, Three Hundred Thousand (\$300,000.00) Dollars personal injury, each accident, and Fifth Thousand (\$50,000.00) Dollars property damage to be executed by an insurance company or companies authorized and qualified to do business in Florida and conditioned to indemnify and save harmless the Town from and against any and all claims, actions, suits, liabilities, loss, costs, expenses, interests, attorney's fees or damage of any kind or description which may accrue to or be suffered by the Town or by anyone by reason of any construction, extension, repair, alteration, maintenance, operation or other work, or by reason of anything that has been done by the Grantee hereunder which may in any way cause liability by reason thereof, provided, however, that whenever in the judgment of the Town, said insurance shall be deemed insufficient or inadequate then Grantee, upon demand by said Town, shall furnish new or additional insurance in such reasonable amount or amounts as may be specified by it.

Section IX. CHARGES AND SERVICES.

The Grantee shall have the right to charge and collect reasonable compensation from all Subscribers to whom it shall furnish service under this grant and permit. It is agreed that the rates for service shall be just and reasonable.

Section X. COMPENSATION TO THE TOWN.

In consideration for the Permit granted herein, the Grantee will pay to the Town a Permit fee in the amount of four percent (4%) of all sums collected for service charges during the first five (5) years and

six percent (6%) for all years thereafter from Subscribers of the Company receiving said service within the boundaries of the Town, as designated on the Grantee's "Schedule of Charges". So much of the books of the Company as are necessary for independent ascertaining of the amounts collected as permit fees will be open for inspection of the Town and/or their designated accountant.

If the rates for services are changed upward or downward from the rates that will be charged and established at the date of starting the services to the Town, then in that event, the Company will be willing to re-negotiate the permit fee if so requested by the Town, which fee, if re-negotiated will be comparable with fees by other cities and towns served by the Company.

Section XI. INTERRUPTIONS.

In the event the television signal service and/or the community antenna system should be interrupted or fail by reason of accident or other wise beyond the control of the Grantee, the Grantee shall restore the service within a reasonable time and such interruption shall not constitute a breach of this Permit, nor shall the Grantee be liable for damage by reason of such interruption or failure. In the event said service, after having been interrupted, is not restored within seven (7) days, each customer without service shall receive a refund or shall not be charged rental for the period of time that said service is not provided.

Section XII. SERVICE CONTRACTS.

A sample copy of all types of contracts to be entered into between Grantee and its Subscribers shall be filed with the Town. In the event that any Subscriber shall breach said contract, the Grantee reserves to itself the right to withhold and/or deny service to such Subscriber.

Section XIII. ACCEPTANCE.

The Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights and privileges conferred by this Permit and this Permit shall be null and void and of no force and effect unless Grantee shall, within sixty (60) days after the effective date of this Permit, file with the Town Clerk its written acceptance of the rights and privileges hereby conferred with the terms and conditions and restrictions hereby imposed.

Section XIV. EXTENSION OF TOWN LIMITS.

Upon the annexation of any territory by the Town, the right, privilege and permit hereby granted shall extend to the territory so annexed, and all facilities owned, maintained, or operated by said Grantee, located within the territory so annexed upon any of the Town streets, alleys, avenues, or other public places situated in such annexed territory, shall thereafter be subject to all the terms herein.

Section XV. SEPARABILITY.

If any section, subsection, sentence, clause, phrase, or portion of the Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holdings shall not affect the validity of the remaining portions herein.

Section XVI. TIME LIMIT.

(a) Martin County Cable Company, Inc., Grantee, or its successors and/or assigns, shall, within twelve months from the effective date of grant of this Permit, commence construction of the within mentioned installations, provided, however, that the Company is not barred or prevented from commencement of construction during this designated period on account of "strike" or other labor strife against the telephone and/or the power company or for any other reason beyond the control of the Grantee.

(b) Grantee, shall, within six months after commencement of construction to be determined by sub-paragraph (a) of this Section, be ready and able to start providing television circuit reception.

Section XVII. POLE LINE ATTACHMENT FEE.

(a) Grantee hereby agrees to pay the normal fee per pole per year that are owned by the Town and used in the installation of the proposed construction herein, arrived at by negotiation and contract with the telephone and power companies for the use of their poles in carrying to the inhabitants and corporations of the Town and beyond television reception service.

Section XVIII. PROPOSED CHANNEL SYSTEM.

(a) Grantee proposes to construct a system with twelve (12) channel capabilities. Immediate service consists of a minimum of ~~five~~ (5) television signals, a weather service and music background service. As additional television and other services become available and practical, they will be added to the system.

(b) The Company shall maintain and operate the system and render efficient service, provided, however, the Company shall operate the system so that there will be no interference with television reception, radio reception, telephone communications.

The community antenna television system shall maintain at all times:

(1) Use all band equipment capable of passing the entire VHF television and FM radio spectrum.

(2) Equipment that passes standard color television signals without degradation and with no phase shift and no adverse effect on color fidelity and intelligence.

(3) Provide a minimum level of 1,000 micro-volts at the input terminals of each TV receiver on the line.

(4) Provide that the system and all equipment be designated and rated for 24 hours per day continuous operation.

(5) Provide a signal-to-noise ratio of not less than forty-six decibels.

(6) Provide a television signal with a hum modulation less than three (3%) percent.

(7) Use components having voltage standing wave ratio of 1.4 or less.

(8) Provide an inter-modulation distortion not to exceed minus forty-six decibels.

(9) Provide that the plot of gain versus frequency across any six megacycle channel is to be a flat plus or minus one decibel.

The Company shall provide and keep accurately calibrated test equipment on hand at all times for the testing of all service and operational standards outlined in this Ordinance and shall conduct these tests as requested by the Town under the supervision of a Town representative in order to establish the level of performance of the system.

(d) The Company, any and all of its officers, agents and employees, are specifically prohibited from engaging in the sale, service, rental or leasing of television receivers, radio receivers, or television or radio receiver related parts and accessories with any person, anywhere in the Town whether for a fee or charge or not. The Company shall prohibit any of its officers, agents, and employees from violating the terms of this section at all times, whether in the performance of duties of the Company or otherwise.

(e) The Company, any and all of its officers, agents, and employees shall not indicate and shall not recommend, in any manner a specific sale or service establishment or individual be used for the sale or service of any television set.

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(f) The television signals at no time shall be altered, interrupted, or blacked out in any way by the Company, except to conform to any F.C.C. Regulations affecting service.

Section XIX. TRANSFER OF PERMIT.

The Company shall not transfer any right under this Permit to any other person without prior approval of the Commission which approval shall not be unreasonably withheld.

Section XX. PENALTIES.

Should the Company, its successors, or assigns, violate any of the provisions of this Permit, any Ordinance or any reasonable rules and regulations or other laws, Company shall fail to promptly perform any of the provisions hereof, the Company shall forfeit all its rights hereunder to the Town after written notice to the Company and the continuation of such violation, failure or default for a period of more than ninety (90) days, which termination shall be subject to review by the Circuit Court as in the case of public utilities as in Sections 167.23 to 167.27 incl., Florida Statutes.

Section XXI. METHOD OF PUBLICATION.

This Permit shall become effective immediately upon its adoption. A copy of this Permit shall be posted on the bulletin board at the Town Hall for a period of ten (10) days following its adoption.

ADOPTED, at a regular meeting of the Town Commission of the Town of Sewall's Point, Florida, held on the 10th day of December, 1969.

ATTEST:

Mary J. Smith
Clerk

Approved as to form and correctness
this 10 day of December, 1969.

As Attorney

Robert B. Smith
Mayor ~~Commissioner~~

Rowland
Commissioner

Carl Paully Jr.
Commissioner

Paul Proctor
Commissioner

Commissioner