

ORDINANCE NO. 1062

AN ORDINANCE GRANTING WOMETCO COMMUNICATIONS, INC., THE RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, MAINTAIN AND OPERATE TOWERS, POLES, WIRES, ANCHORS, CABLES, MANHOLES, CONDUITS AND OTHER ELECTRONIC EQUIPMENT ALONG, ACROSS, OR OVER, THROUGH AND ABOVE AND UNDER THE PUBLIC STREETS, AVENUES, ALLEYS, ROADS AND HIGHWAYS AND OTHER PUBLIC PLACES OF AND WITHIN THE CITY OF SLIDELL, LOUISIANA, FOR THE PURPOSE OF OPERATING A COMMUNITY ANTENNA TELEVISION SERVICE: IN THE ABOVE CITY.

BE IT ORDAINED by the Mayor and the City Council of the City of Slidell, Louisiana, that:

SECTION I:

The City of Slidell after full public proceeding affording due process, has considered the legal, character, financial, technical, and other qualifications of the applicant and the adequacy and feasibility of its construction arrangements.

SECTION II:

WOMETCO COMMUNICATIONS, INC., A SUBSIDIARY OF WOMETCO ENTERPRISES, INC., 306 NORTH MIAMI AVENUE, MIAMI, FLORIDA 33128, (305) 374-6262, hereinafter referred to as "Grantee," is hereby granted the nonexclusive right and privilege (to the extent the exercise of rights heretofore granted) to construct, operate and maintain towers, poles, wires, anchors, cables, manholes, conduits and other television conductors and fixtures necessary to the maintenance and operation of a Community Antenna Television System along, across, on, over, through, above and under the public streets, avenues, alleys, servitudes, rights-of-way, roads and highways and other public places in the City of Slidell, Louisiana, hereinafter referred to as "The City."

SECTION III:

Any rights, permits, privileges or franchise granted shall be for the term of fifteen (15) years.

SECTION IV:

Any modifications of the provisions of the Federal Communication Commission's Rules dealing with franchise rules shall be incorporated into the instant Ordinance within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever occurs first.

SECTION V:

The Grantee shall keep full, true, accurate and current books of account, which books and records shall be made available for inspection and copying by the Director of Finance or his authorized representative at all reasonable times.

SECTION VI:

Attached hereto and made a part of this Franchise as Exhibit A is a description of the Grantee's installation practices and a complete schedule of rates. In addition to the monthly service specified in Exhibit A, the Grantee may add to that rate taxes or fees imposed upon the Grantee's gross subscriber revenues by city, state or federal governmental or legislative bodies and fees or charges imposed upon the Grantee for the use and distribution of copyrighted program material. No increases in rates charged to subscribers shall be made except as authorized by City of Slidell after public notice of such increase is given and interested parties have been afforded an opportunity to comment thereon. All rates for service shall be reasonable, compensatory, and nondiscriminatory.

SECTION VII:

Grantee shall complete construction of at least 20 percent of the system within one (1) year after receiving Federal Communication Commission certification, and shall thereafter within a four (4) year period extend energized trunk cable to the remainder of Slidell. However, the Grantee need not extend cable to those areas of Slidell where there would not be at least 55 homes in front of each mile of cable. The Grantee shall extend energized trunk cable to the remaining portions of the City of Slidell, so annexed within one (1) year thereafter, unless additional time is granted by the City Council upon request of the Grantee.

SECTION VIII:

The City of Slidell after a full public proceeding affording due process, has considered the line extension policy of Grantee stated in Section VII.

SECTION IX:

The poles normally used for said cables and lines shall be those erected and maintained by the South Central Bell and Central Louisiana Electric Co., and/or any public utility company, when and where practical, provided satisfactory rental agreements can be entered into with the said utility companies.

SECTION X:

The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, all trimming to be done under the supervision and direction of the City and at the expense of the Grantee.

SECTION XI:

Any and all streets, sidewalks or other public ways that may be disturbed and/or damaged in the construction of said lines, shall immediately be repaired by the Grantee at its expense and to the satisfaction of the Mayor and City Council of the City of Slidell.

SECTION XII:

All coaxial cables erected shall meet minimum standards of any existing building code or such other standards as shall from time to time be fixed by the appropriate City authorities.

SECTION XIII:

Said Grantee shall be subject to all Ordinances presently enforced or that may hereinafter be passed, relative to the use of highways, streets, alleys, bridges or other public ways of said City.

SECTION XIV:

The Grantee shall hold the City safe and harmless from all damages or claims for damages which may arise by reason of the negligence in construction, maintenance or other operation of said coaxial cables and any and all legal actions resulting from copyright infringement suits.

SECTION XV:

Grantee shall have a local office in Slidell, with a local telephone number to receive subscriber complaints during normal business hours. Grantee shall resolve all complaints within 72 hours, unless unavailability of parts renders this impossible. The City of Slidell hereby designates its City Clerk to be the official with primary responsibility for administration of the instant Ordinance, and for the implementation of Grantee's complaint procedures. Grantee shall provide notice of its procedures for reporting and resolving complaints to each subscriber at the time of initial subscription to the cable system.

SECTION XVI:

The Grantee will furnish all schools, hospitals, and orphanages with an outlet free of any costs to said schools, hospitals, and orphanages.

SECTION XVII:

The Grantee proposes and offers to pay to the City of Slidell three (3%) percent of its gross subscriber revenues to be paid semi-annually on or before the first day of January and on or before the first day of July of each and every year from and after the effective date of this Ordinance.

SECTION XVIII:

The Grantee will maintain Workmen Compensation Insurance and Public Liability Insurance indemnifying itself, and any sub-contractor, officers, and agents against the claims for personal injuries or accidental death which may arise from any operations under this franchise, whether such operations by Grantee, Grantee's sub-contractor or any person directly or indirectly employed by either. The minimum amount of the insurance provided for in this section shall be ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for any one person and THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS for any accident. The aforesaid insurance shall be maintained by the Grantee so long as Grantee shall operate the said system under the provisions of this Ordinance.

SECTION XX:

Grantee shall procure and pay for all occupational licenses and permits required by the City of Slidell and/or the State of Louisiana, and shall pay all ad valorem and other taxes or charges levied on its system and facilities, and nothing herein shall be construed to exempt Grantee from such payments or charges.

SECTION XXI:

No renewal of this Franchise nor increases in rates and charges shall be effective except pursuant to a public proceeding affording due process. The Grantee shall be a party to any such proceedings and any other proceedings in which its rights, privileges or interest would be affected and shall be fully entitled to such due process rights as may be available under applicable laws, ordinances, rules, or regulations.

SECTION XXII:

The Grantee shall not sell or transfer its System to another, nor transfer any rights under this Franchise to another without written approval by the City, provided, that such approval shall not be unreasonably withheld if the vendee, assignee or lessee has filed with the appropriate official of the City an instrument duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this Franchise and agreeing to perform all conditions thereof.

SECTION XXIII:

If any section, sentence, clause or phrase of this Ordinance is held illegal, invalid or unconstitutional for any reason, such invalidity shall not affect the validity of the remaining portions of this Ordinance.

Adopted this 28th day of February, 1978.



Mayor Frank N. Cusimano



City Clerk John Swenson

EXHIBIT A
City of Slidell

SECTION A: Installation

Residential: The following installation rates apply to single family dwelling units and individual apartments.

Primary Outlet Standard Installation- Overhead	\$20.00
Each Additional Outlet (Not With Initial Installation).....	10.00
Underground Installation	35.00

Commercial: The following installation rates apply to facilities placed in commercial establishments.

The cost of material and labor plus 10%.

SECTION B: Monthly Subscriber Service Charges (residential and commercial)

Primary Outlet, monthly	7.50
Additional Outlets, monthly, each	1.75

SECTION C: Other Charges

C.1. Transfers: When a current customer moves from one address within the franchised area to a second address within the franchised area and there is no lapse in service, a transfer charge of \$10.00 will be made.

C.2. Reconnects: Customers wishing restoration of service shall first satisfy any previous obligations owed. A reconnect charge of \$10.00 shall be paid by the customer.

C.3. Relocation or Extension of Cable: When a current customer request that an extension or relocation to his cable be made, the charge will be \$10.00.

C.4. Charge for Damage Caused By Customer: Service requests for maintenance or repair of cable facilities are performed at no charge unless such maintenance or repair is required as a result of damage to customer at our cost or \$10.00, whichever is greater.