

TABLE OF CONTENTS
ORDINANCE NO. 713

Section 1 --	Name of Ordinance	1
Section 2 --	Definitions	1
Section 3 --	Provision of Services	1
Section 4 --	Grant of Authority	1
Section 4 --	Termination	2
Section 5 --	Police Power	3
Section 6 --	Liability, Indemnification	3
Section 6 --	Damages	3
Section 6 --	Expenses of Litigation	3
Section 6 --	Insurance	3
Section 6 --	Casualty	3
Section 6 --	Co-Insurance	4
Section 6 --	Certificates of Insurance	4
Section 6 --	Town Liabilities	4
Section 7 --	Construction & Performance Bonds	4
Section 7 --	Local Conditions	4
Section 7 --	General Conditions	4
Section 7 --	Additional Specifications	4
Section 7 --	System Testing	5
Section 7 --	Operations	5
Section 7 --	Signal Quality	5
Section 7 --	Joint Use	6
Section 7 --	Extent of Facilities	6
Section 7 --	Programming Criteria	6
Section 8 --	Franchise Term; Renewal & Review	6
Section 9 --	FCC Rules Applicable	6
Section 10 -	Transfer of Control	7
Section 11 -	Franchise Fee	7
Section 12 -	Rates	7
Section 13 -	Rate Payment	7
Section 14 -	Business Office, Service Calls & Local Facilities	7
Section 15 -	Performance Evaluation	8
Section 16 -	Color Television	8
Section 17 -	Publication Costs	8
Section 18 -	Foreclosure	9
Section 19 -	Receivership	9
Section 20 -	Preferential of Discriminatory Practices	9
Section 21 -	Acceptance	9
Section 22 -	Unlawful Acts	10
Section 23 -	Civil Penalties	10
Section 24 -	Severability	10
Section 25 -	Effective Date	10
Section 26 -	Attorney's Fees	10
Section 27 -	Amendment	10

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ORDINANCE NO. 713

AN ORDINANCE GRANTING A FRANCHISE TO SOUTHWEST COLORADO CABLE, INC., d/b/a TELLURIDE CABLEVISION, ITS SUCCESSORS AND ASSIGNS, TO BUILD, CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN PUBLIC RIGHTS OF WAY IN THE TOWN OF OPHIR, COLORADO.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN MANAGER OF THE TOWN OF OPHIR:

Section 1. This Ordinance shall be known and may be cited as the "Cable T.V. Ordinance, 1989".

Section 2. The following terms and phrases, as used herein, shall have those meanings set forth below:

"Town" is the Town of Ophir, Colorado, a municipal home rule corporation or the Town Manager as the context requires.

"Town Manager" is the Manager of the Town of Ophir.

"Cable Television System", or CATV system shall mean a system of antennas, towers, satellite earth stations, microwave, coaxial cable, fiber optics, waveguides, or other conductors, convertors, equipment and facilities, designed and contracted for the purpose of producing, receiving, transmitting, amplifying and distributing audio, video, digital and other forms of electronic and electrical signals to persons who subscribe to programs and services delivered by such signals. Said definition shall not include any such facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control or management, and does not use city rights of way.

"FCC" is the Federal Communications Commission.

"Grantee" is Southwest Colorado Cable, Inc., d/b/a Telluride Cablevision, a corporation organized and existing under the laws of the State of Colorado, its successors and assigns, and it is the grantee of rights under this franchise.

"Person" is an individual, firm, partnership, association, corporation, company or organization of any kind.

Section 3. Provision of Services. The Grantee shall provide all services, technical standards and system design according to FCC requirements. Grantee shall provide subscribers with at least eight (8) channels of programming, including at least seven off-satellite signals, each of signal strength and quality that meets FCC requirements. Grantee shall provide service to all who request service within the franchise area. In the case of newly annexed Town lands, Grantee shall install any underground lines necessary to service such lands prior to paving of streets in such areas. Grantee shall activate service to these lands within three (3) months of the date upon which ~~ten~~ (10) or more residents in any one-half square mile area in such lands have requested service in writing.

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Section 4. Grant of Authority: Termination. Provisions respecting the granting and termination of authority are as follows:

a. Grant of Authority. There is granted hereby to the Grantee the right and privilege to construct, erect, operate, and maintain in, upon, along, across, above and under the streets, alleys, public utility easements, public ways and all extensions thereof and additions thereto in the Town, according to the routes specified in Exhibit A attached hereto and incorporated herein by this reference, and according to the technical specifications of the Federal Communications Commission all wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the transmission of televisions signals and all other signals permitted by the Federal Communications Commission or its successor agency, either separately or upon or in conjunction with any public utility maintaining the same in the Town, with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this franchise and grant shall and does hereby include the right in, under and upon the streets, sidewalks, alleys, public utility easements, and public grounds and places in the Town to install, erect, operate, or in any way acquire the use of, as by leasing or licensing, all lines and equipment necessary to a cable television system and the right to make connections to subscribers and the right to repair, replace, enlarge and extend said lines, equipment, and connections. This franchise and grant include the right to use public property which shall have been acquired by the Town in the future, as well as public property currently owned by it upon approval being granted by the Town Manager. In situations where Grantee constructs or extends its apparatus through any route or routes currently shown in Exhibit A or otherwise, prior thereto the Grantee shall describe by words such route or routes and also graphically by means of a map or a plat. In any event, no such construction or extension shall have been undertaken by Grantee or in its behalf until and unless prior approval therefore shall have been given by the Town Manager and such approval shall not be withheld without good and proper reason. Such map or plat shall show all existing private easements. Upon completion of such construction, the Grantee shall submit plans showing the system or applicable portion thereof "as built" together with existing public or private utility easements obtained by Grantee. Grantee further agrees to pay the cost of relocating cable facilities as necessitated by improvements in public rights of way. The rights herein granted for the purposes herein set forth are not necessarily exclusive.

b. Termination. In addition to all other rights and powers pertaining to the Town by virtue of this authority or otherwise, the Town reserves the right to terminate and cancel this authority and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(i) Violates any material provision of this authority or any rule, order, or determination of the Town Manager made pursuant to this authority, except where such violation, other than of provisions concerning transfer or authority with prior Town approval, is without fault of the Grantee.

(ii) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt;

(iii) Attempts to dispose of any of the facilities or property of its CATV system in violation of the terms of this authority;

(iv) Attempts to evade any of the provisions of this authority or practices any fraud or deceit upon the Town;

(v) Fails to begin or complete construction, and/or fails to provide services as otherwise required hereby;

(vi) Fails to restore system-wide service following 48 consecutive hours of interrupted service, except where prior approval of such interruption shall have been obtained from the Town, or in the event that any such action is caused by acts of God, national emergency, war, strikes, or other actions beyond the control of the Grantee.

Any termination proceeding initiated by the Town shall occur only after thirty (30) days written notice to Grantee. The Grantee shall have an opportunity to respond to such a claim at a public hearing held in this matter. Grantee shall be a necessary party to all public hearings regarding operations or termination of said franchise. The Grantee shall in any such case be given the opportunity to cure the condition or conditions that the Town has found cause for termination. No termination or cancellation of any of the rights and privileges of the Grantee herein set forth shall be effective until Grantee has availed itself to judicial remedies under the laws of the State of Colorado and/or the laws of the Federal government, and, the parties hereto are specifically entitled to petition any court of competent jurisdiction to issue an appropriate remedial order including but not limited to, injunctions, restraining orders, or other appropriate relief, pending the determination of any dispute or litigation.

Upon termination or cancellation of this authority, as provided for herein, the Town shall have the right to require the Grantee to remove at its own expense all portions of the CATV system from all public ways within the Town within six (6) months of said termination or cancellation.

Section 5. Police Power. At all times during the term of this franchise, Grantee shall be subject to all lawful exercise of the police power of the Town. The right hereby is reserved to the Town to adopt, in addition to the provisions herein contained and any other existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided, however, that such additional ordinances shall be reasonable; they shall not conflict with or alter in any manner the rights granted herein; and they shall not conflict with such laws of the State of Colorado, the laws of the United States of America, or the rules, regulations, and policies of the Federal Communications Commission that may preempt local regulation of Grantee.

Section 6. Liability; Indemnification. Provisions concerning Grantee's liability, and its responsibilities for indemnification of the Town are as follows:

a. Damages. The Grantee shall pay, and by its acceptance of this authority, does specifically agree that it will pay all damages and penalties which the Town legally may be required to pay as a result of granting the franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements, defamation, authorized taking, royalty payments, and all other damages arising out of the installation, operation, or maintenance of the CATV sytem authorized hereby, whether or not any act or omission complained of is authorized, allowed or prohibited by this ordinance.

b. Expenses of Litigation. Grantee shall pay and by its acceptance hereof specifically agrees that it will pay all expenses incurred by the Town in defending itself with regard to all damages and penalties mentioned in Subparagraph 6(a). These expenses shall include also the reasonable value of any services rendered by the Town attorney or his/her assistant(s) or any employees of the Town.

c. Insurance. Grantee shall maintain, and by acceptancae hereof specifically agrees that it will maintain, throughout the terms of this authority and grant, liability insurance insuring the Grantee with respect to all damages mentioned in Subparagraph 6(a), in the following minimum amounts:

(i) \$100,000.00 for bodily injury or death to any one person, within the limit, however, of \$300,000.00 for bodily injury or death resulting from any one accident;

(ii) \$100,000.00 for property damages resulting from any one accident;

(iii) \$1,000,000.00 for umbrella.

d. Casualty. Grantee shall keep the CATV system and system facilities continuously insured against such risks as customarily are insured against by businesses of like size and type, including but not limited to insurance upon the repair or replacement basis if available, and otherwise to the full insurable value of the system facilities (with reasonable deductible provisions) against loss or damage by fire and lightning, with uniform standard extended coverage endorsement at the time in use in the State of Colorado.

e. Co-Insurance. Grantee shall have the Town and all of its officers, employees and independent contractors in their official capacities included as co-insureds on all insurance policies referred to in Subparagraphs 6(c) and (d).

f. Certificates of Insurance. As evidence of adequate insurance, Grantee shall file with the Town copies of all such policies described above, or in the alternative, certificates thereof issued by the carrier(s). All such policies shall provide that the issuing insurance copmany will not cancel them without at lease ten (10) days prior notice to the Grantee and the Town.

g. Town Liabilities. Nothing contained herein shall be construed as extending or expanding the liability of the Town of Ophir as defined by state law.

Section 7. Construction and Performance Standards. Construction and performance standards required hereby are as follows:

a. Local Conditions. All system facilities shall be installed, repaired and replaced by Grantee, or by someone in its behalf, and Grantee shall be solely responsible for and shall pay the expenses thereof. All such facilities erected, constructed, or replaced by the Grantee within the Town, including extensions of streets, alleys, and other public ways and places, shall be erected so as to cause no interference with the rights or reasonable convenience of property owners whose property adjoins any of said streets, alleys, or public utility installations or extensions thereof, or repairs to either. All service lines shall be underground.

b. General Conditions. Grantee shall construct, install, operate, and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, and technical standards of the Federal Communications Commission. In addition, Grantee shall provide the Town, upon request, with a written report of the results of Grantee's proof of performance tests conducted pursuant to Federal Communications Commission standards and requirements.

c. Additional Specifications. Construction, installation, and maintenance of the Grantee's system shall be accomplished in an orderly and workmanlike manner, and according to accepted engineering standards. All cables and wires shall be installed parallel with electric and telephone lines, where practicable. Multiple cable configurations shall be arranged, in parallel and shall be bundled, with due respect for engineering considerations.

The system shall not endanger or interfere with the safety of persons or property in the franchise area, or in other areas in which Grantee may have equipment activated or situated.

Any antenna structure used in the Town's cable television system shall comply with the construction, marking and lighting requirements for antenna structures of the United States Department of Transportation.

All working facilities and conditions used during construction, installation, and maintenance of the CATV system shall comply with the standards of the Federal Occupational Safety and Health Administration.

Grantee shall at all times comply with the following:

- (i) National Electric Safety Code (National Bureau of Standards);
- (ii) National Electric Code (National Bureau of Fire Underwriters);
- (iii) Bell System Code of Pole Line Construction; and
- (iv) Applicable FCC or other Federal, State and local regulations.

RF leakage shall be checked at reception locations for emergency radio services to prove no interference signal combinations are possible. Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no interference to airborne navigational reception in the normal flight patterns. Federal rules and regulations shall govern. In order to insure compliance herewith, the Town shall have the right to make inspections of Grantee's system and to test same. The Town shall pay the expense thereof if said inspection established compliance by Grantee; otherwise, Grantee shall pay the expense of any such testing to be performed by qualified personnel.

d. System Testing. Tests and measurements to insure compliance with technical standards shall be performed by Grantee, in a manner that is consistent with the provisions of the Federal Communications Commission, and as amended from time to time. Results of all tests and measurements required to be taken by the Grantee shall be recorded, maintained, and made available upon request to the Town. Where there exists evidence which, in the judgment of the Town Manager, casts doubt on the reliability or quality of cable service, the Town shall have the right to require Grantee to perform tests and analyses directed toward such suspected inadequacies. Grantee shall fully cooperate with the Town in performing such testing, and shall prepare results and a report, if requested, within thirty days after notice. Such report shall include the following information: The nature of the complaint or problem which precipitated the special tests; what system components were tested; equipment used and procedure employed in testing; the method, if any, in which such complaint or problem was resolved; and any other information pertinent to said tests and analysis which may be required. The Town may require that tests be supervised, at Grantee's expense, by a licensed professional engineer not on Grantee's permanent staff. The engineer shall certify all records of special tests and forward to the Town such records with a report interpreting the results thereof and recommending actions to be taken, if any. The Town's right pursuant hereto shall be limited to requiring tests, analyses, and reports pertaining to specific subjects and characteristics based on complaints or sufficient evidence which the Town has grounds to believe will require testing to be performed to protect the public against substandard cable service. In the event that the supervision engineer reports that no action is necessary on the part of the Grantee, the Town will pay for such testing.

e. Operations. Grantee shall put, keep, and maintain all parts of the system in good condition throughout the entire period of the franchise. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice from Grantee to Town and shall occur during periods of minimum system use whenever possible.

Grantee shall not allow its cable or other operations to interfere with television reception of persons not served by Grantee, nor shall the system interfere with, obstruct, or hinder in any manner, the operation of the various utilities serving the residents within the confines of the Town.

Grantee shall maintain, throughout the lifetime of this franchise, the technical standards and quality of said service set forth herein. Should the Town Council find, by resolution, that Grantee has failed to maintain these technical standards and quality of service, and in such resolution specifically set forth reasonable improvements to be made, Grantee shall make such improvements. Failure to make such improvements within three (3) months of such resolution shall constitute breach of a condition for which the remedy of termination shall be applicable.

f. Signal Quality. Grantee shall produce a picture, whether in black and white or color, accompanied with proper sound on typical standard production television sets in good repair, that is as good as the state of the art reasonably and practicably allows, and that is consistent with FCC requirements. Grantee shall limit failures to a minimum by locating and correcting malfunctions promptly, but in no event longer than three (3) days after written notice by the Town to Grantee unless the failure is beyond the control of Grantee.

g. Joint Use. Grantee may be required by the Town to permit joint use by utilities of Grantee's system facilities located in the streets, alleys, or other public rights of way of the Town, insofar as such joint use reasonably may be practicable and upon payment of reasonable rental therefore.

h. Extent of Facilities. Whatever facilities Grantee initially shall have installed, they shall be of adequate capacity to serve the entirety of the geographical area within the Town's corporate boundaries thereafter without replacement and without substantial remodeling or supplementing, except for normal maintenance and betterment of said system. Grantee, at its option, initially may install less than all facilities which otherwise would be required for extension of service to the entire community. In that event, Grantee shall commence construction of its facilities on or before three (3) months from the granting of this franchise, and shall complete its initial phase of service on or before one year after the date of commencement.

i. Programming Criteria. The total number of channels which shall be made available by Grantee to subscribers within the Town shall be at least eight (8). The system shall be designed, established, constructed, operated and maintained so as to provide for 24 hour continuous operation.

Section 8. Franchise Term: Renewal and Review. This franchise shall take effect and be in full force from and after acceptance by Grantee, as provided elsewhere herein, and the same shall continue in full force and effect for a basic initial term of fifteen (15) years. At or before the expiration of the term of the grant, the Grantee may be considered by the Town for a renewal of the grant for an extended term. In determining at its option and sole discretion whether to grant the Grantee's application for an extended term, due consideration shall be given to Grantee's performance during the initial basic term or extended term, with such consideration pertaining to but not being limited to: the extent to which the state of the cable TV art shall have improved,

progressed, or otherwise changed, and whether and to what extent Grantee proposed to provide services to subscribers in conformity therewith: and whether and to what extent Grantee shall have performed in accordance with the requirements recited elsewhere herein pertaining to receipt of inquiries, requests, and complaints.

Section 9. FCC Rules Applicable. The franchise hereby granted is governed by and subject to all applicable rules, regulations, and policies of the Federal Communications Commission specifically including Part 76, and by the laws of the State of Colorado. Should there be any modifications of the provision of said Part 76, which preempt the franchise provisions hereby granted, this ordinance shall be deemed amended so as to conform to such modifications.

Section 10. Transfer of Control. No transfer of control of the cable system shall take place, whether by forced or voluntary sale, lease, mortgage, assignment, encumbrance or any other form of disposition, without prior notice to and approval by the Town Manager which shall not be unreasonably refused. The notice shall include full identifying particulars of the proposed transaction, and the Town Manager shall act by resolution. The Town Manager shall have ninety (90) days within which to approve or disapprove a transfer of control. If no action is taken within such ninety (90) days, approval shall be deemed to have been given.

The consent or approval of the council to any assignment, lease, transfer, sublease, or mortgage of the Grantee shall not constitute a waiver or release of the rights of the city in and to the streets.

For the purpose of this section the term "control" is not limited to majority ownership, but includes actual working control in whatever manner exercised.

A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 50 percent of the voting shares of the Grantee.

In the absence of extraordinary circumstances, the Town Manager will not approve any transfer or assignment of the franchise before completion of construction of the energized cable.

Section 11. Franchise Fee. In consideration of the granting of the franchise, Grantee agrees to pay the Town \$ ~~10/2 YEAR~~ ^{\$10 / YEAR} _{REVISY}

Section 12. Rates. Grantee agrees to charge subscribers reasonable rates for system services.

Charges shall abate prorate in the event service to a subscriber is interrupted for more than twenty four hours (24) provided that notice is given to Grantee by the subscriber by telephone and provided that the interruption is not due to negligence or intentional acts on the part of the subscriber or the Town.

Section 13. Rate Payment. Rate payment provisions are as follows:

a. There shall be no requirement that payment be made more than one month in advance.

b. Grantee may require the monthly subscriber fee to be paid one month in advance.

c. Grantee in any event may offer discounts to persons who pre-pay their monthly subscriber fee(s).

Section 14. Business Office, Service Calls and Local Facilities.

a. The Grantee shall establish, operate and maintain in the Town of Telluride, a business office and agent for the purpose of receiving inquiries, requests and complaints concerning all aspects of the establishment, construction, maintenance and operation of the system and the payment of subscribers' service charges. The office shall have a listed telephone and shall be open during reasonable business hours.

b. Grantee shall respond to and resolve subscribers' complaints or requests for service in connection with repairs and maintenance and malfunctions of system facilities. Grantee shall respond as soon as possible on such complaints or requests, but in any event not more than twenty-four (24) hours after receipt of the complaint. (Inaccessible, avalanche danger).

c. Grantee shall file with the Town copies of all of its rules and regulations in connection with the handling of inquiries, requests and complaints. Grantee shall furnish in writing to subscribers, at the time they connect to the system, information concerning procedures for making inquiries, requests, and complaints about the system. The information shall include at least names, addresses and telephone numbers of the business office and agent. Grantee shall provide such information as reasonably will permit subscribers effectively to submit inquiries, requests and complaints, and to obtain satisfactory resolution or handling in connection therewith, especially in connection with the quality of Grantee's delivery of service.

d. Grantee shall keep full records in connection all inquiries, complaints and requests in connection with the system. At the least, such records shall identify the person in contact, the subject matter of the contact, and the resolution of the matter in question or the action taken by Grantee in connection with the contact.

Section 15. Performance Evaluation. Town and Grantee shall schedule a public hearing to evaluate performance each third calendar year after the franchise is granted and continuing every three years throughout the term of the franchise. All such meetings shall be open to the public. Special evaluation meetings shall be held at any time during the term of the franchise. All such meetings shall be open to the public. Special evaluation meetings shall be held at any time during the term of the franchise or any extension thereof, at the request of the Town or Grantee. No party may request more than three (3) special meetings per year. Grantee shall notify its subscribers of all evaluation meetings by announcements in a newspaper of general circulation published in the Town, at least fifteen (15) and not more than thirty (30) days before the date of the hearing. Topics which may be discussed at any regularly scheduled or special meeting may include, but shall not be limited to, the following: Service rate structure, free or discounted services; application of new technologies; system performance; services provided; programming offered; customer complaints; amendments to franchise ordinance; judicial and regulatory rulings as may be applicable; and line extension policies as may be applicable.

Section 16. Color Television. Facilities used by Grantee shall be capable of distributing color TV signals, and when the signals Grantee distributes are received by Grantee in color they shall be distributed in color whenever technically feasible.

Section 17. Publication Costs. Grantee shall be liable for, and hereby does assume and agree to pay, the cost of publishing this ordinance, and for providing copies hereof to members of the public upon request. Such costs shall be paid forthwith upon Grantee's acceptance pursuant hereto.

Section 18. Foreclosure. Upon the foreclosure or other judicial sale of all or a substantial part of the CATV system, or upon the termination of any lease covering all or a substantial part of the CATV system, the Grantee shall notify the Town of such fact, and such notification shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of this certificate governing the consent of the Town Manager to such change in control of the Grantee shall apply.

Section 19. Receivership. The Town Manager shall have the right to cancel this certificate one hundred twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Grantee, whether in 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:

-- within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this ordinance and remedied all defaults thereunder; and

-- such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this ordinance.

Section 20. Preferential or Discriminatory Practices. Grantee shall not, as to rates, charges, services, service facilities, rules, regulations, or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage.

Section 21. Acceptance. This ordinance shall become effective when accepted by Grantee, and then shall be and become a valid and binding contract between the Town and Grantee; provided, however, that the ordinance shall be void unless Grantee shall, within ninety (90) days after the final passage of this ordinance, file with the Town Manager a written acceptance of this ordinance and the franchise herein granted, agreeing that it will comply with all of the provisions hereof and that it will refrain from doing any or all of the things prohibited by this ordinance.

Section 22. Unlawful Acts. (1) It shall be unlawful for any person to:

a. Make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of Grantee's cable television system for the purpose of enabling himself or others to receive any television signals, radio signals, pictures, programs, sounds, or any other information or intelligence transmitted over Grantee's cable system without payment to Grantee or its lessee.

b. Without the consent of the owner, willfully to tamper with, remove, or injure any cable, wires, or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds, or any other information or intelligence transmitted over Grantee's cable system.

(2) It shall be a misdemeanor, punishable by a fine of not more than three hundred dollars (\$300.00), or by imprisonment for a term not to exceed ninety (90) days or both for any person who violates any provision of this ordinance.

Section 23. Civil Penalties.

a. For failure to complete system construction in accordance with the provisions of this franchise, unless the Council specifically approves the delay by motion or resolution, Grantee shall pay two hundred dollars (\$200.00) per day for each day, or part thereof, the deficiency continues.

b. For failure to provide data, documents, reports, information during a CATV system review or rate inquiry, Grantee shall pay fifty dollars (\$50.00) per day each violation occurs or continues.

c. For failure to test, analyze and report on the performance of the system following a request pursuant to this franchise, Grantee shall pay to Town fifty dollars (\$50.00) per day for each day, or part thereof, that such noncompliance continues.

d. Forty-five (45) days following adoption of a resolution of Council determining a failure of Grantee to comply with operational or maintenance standards, Grantee shall pay to Town one hundred dollars (\$100.00) per day for each day, or part thereof, that such noncompliance continues.

e. For failure to pay the franchise fee in a timely manner, Grantee shall pay ten dollars (\$10.00) per day for each day of violation.

Section 24. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a federal or state court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof, so long as the part held invalid or unconstitutional shall not go to the essence hereof.

Section 25. Effective Date. This ordinance shall become effective upon acceptance by Grantee as provided in Section 21. The effective date shall be the date upon which the written acceptance provided for in Section 21 is received by the Town Manager.

Section 26. Attorney's Fees. In the event that the Town of Ophir must take legal action to enforce this agreement, Grantee shall pay the Town its reasonable expenses in connection with enforcement, including but not limited to, reasonable attorney's fees.

Section 27. Amendment. At any time during the term of this franchise, the Town through its Town Manager, or the Grantee may propose amendments to this franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment(s) to this franchise shall be effective unless approved by the Town Manager of the Town of Ophir subsequent to two readings and public notice.

INTRODUCED by the Town Manager of the Town of Ophir, Colorado on this ____ day of _____, 1989.

ATTEST:

Town Clerk

Town Manager

READ AND PASSED by the Town Council of the Town of Ophir, Colorado on this ____ day of _____, 1989.

ATTEST:

Town Clerk

Town Manager

PASSED BY THE VOTERS AT THE day of _____, 1989.

ELECTION ON the _____

Accepted by _____ for Southwest Colorado Cable, Inc., d/b/a Telluride Cablevision this ____ day of _____, 1989.

Signed by: _____

President

Date