

BOROUGH OF MILLVILLE
COLUMBIA COUNTY, PENNSYLVANIA

ORDINANCE NUMBER 20010417.153

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO GANS
MULTIMEDIA PARTNERSHIP TO OPERATE AND MAINTAIN A CABLE TELEVISION
SYSTEM IN THE BORO OF MILLVILLE, COUNTY OF COLUMBIA AND THE
COMMONWEALTH OF PENNSYLVANIA

WHEREAS, Gans multimedia partnership, hereinafter the Company, proposes to operate a Community Antenna Television System in the Boro of Millville, hereinafter, the Boro; and

WHEREAS, the Boro has determined that the Company has the requisite financial, legal and technical capability to fulfill its obligations under the franchise, and that its proposal is reasonable to meet the Boro's future cable-related community interests and needs; NOW THEREFORE

BE IT HEREBY ORDAINED by the Boro under and pursuant to the laws of the Commonwealth of Pennsylvania that:

Section 1. Short Title: This Ordinance shall be known and may be cited as the Boro of Millville Cable Television Franchise Ordinance.

Section 2. Definitions: For the purpose of this Ordinance, the following terms, phrases, words and their derivation shall have the meaning give herein. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and words in the singular shall include the plural. Terms otherwise defined in this Ordinance shall have the meaning ascribed to them in such other sections of the Ordinance. The word "shall" is always mandatory and not merely directory.

Boro shall mean the Boro of Millville, County of Columbia and the Commonwealth of Pennsylvania.

Cable Service shall mean any broad band telecommunications service that is received and retransmitted or originated at a primary control center and distributed to a point of reception at the premises of the cable subscriber. Included within the definition are those retransmitted signals of Federal Communications Commission licensed television broadcast stations.

Community Antenna Television System shall mean antennas, coaxial cables, amplifiers, drop lines, other conductors, and other equipment or facilities not limited to the foregoing, including any of the same, and any services performed by the use of the

same furnished by any public utility or other person or entity, whether pursuant to tariffs or any other arrangement, necessary to or incidental to the receiving of television signals or the transmission thereof to customers at the selection of Company for a consideration or as a public service.

Company shall mean Gans Multimedia Partnership, a Pennsylvania General Partnership, grantee of the franchise pursuant to the terms of this Ordinance.

Council shall mean the members of Council of the Boro.

Person and Applicant shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

Streets shall mean and include all public streets, ways, alleys and parkways owned by the Boro.

Section 3. Grant of Authority. The Boro hereby grants the right and privilege to the Company to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all additions thereto, in the Boro, poles, wires, cables, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the Boro of the Community Antenna Television System for Cable Services.

3.1 Non-Exclusive Grant. The franchise granted to the Company is to be non-exclusive but otherwise in accordance with all the privileges and authorities granted by the agreement in this Ordinance. The Boro covenants and agrees with the Company that it shall not during the term as set forth in Section 8 below grant to any other person firm or entity a franchise, right or privilege to maintain and/or operate a Community Antenna Television system for Cable Service within the Boro unless such franchise imposes on any such person, firm or entity all the same terms, conditions and requirements as imposed upon the Company under the terms of this Ordinance.

3.2 Use of Existing Utility Facilities. It is hereby granted to the Company, its successors and assigns, subject to ordinances, rules and regulations of the Boro the right, privilege and authority to lease, rent, or in any other manner obtain the use of the towers, poles, lines, cables and other equipment and facilities from any and all present and future holders of public licenses of franchises within or partially within the Boro, and to use such towers poles, lines cables and other equipment and facilities.

3.3 Use of Equipment and Facilities. All equipment and facilities of the Company within the Boro may also be used for the reception, transmission and distribution of radio and television signals and audio, visual, electronic or electric signals or impulses to or from areas outside the Boro.

3.4 Grant of Prescribed Rights. All rights and privileges granted to the Company pursuant to this Ordinance further shall be subject to the Company obtaining any and all necessary easements, right of ways and other grants from any and all property owners who may be affected by the construction, operation and maintenance of the aforesaid conductors and fixtures.

SECTION 4. INSURANCE COVERAGE.

A. The Company shall at all times keep in effect the following types of insurance coverage:

(1) Workers Compensation upon its employees employed or performing service within the Boro.

(2) Property damage liability insurance and personal injury liability insurance in the aggregate amount of One Million (\$1,000,000) Dollars as to any one occurrence. Both the property damage and personal injury liability insurance policies shall be in the name of the Company and the Boro as their interests may appear.

B. The Company does hereby agree to indemnify, defend, protect and save harmless the Boro from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Workers Compensation Law and attorney's fees which may arise out of or be caused by the erection, maintenance, presence, use or removal of the Company's equipment or facilities within the Boro or by an act of the Company, its agents or employees, and shall carry insurance in the amount hereinafter set forth to protect the Boro from and against all claims, demands, actions, judgements, costs, expenses, liabilities and damages arising or resulting directly or indirectly from or by reason of any such loss, injury or damage. The Company shall also indemnify and save harmless the Boro from any and all claims in law or in equity and shall pay all legal expenses incurred by the Boro in defending any claim that the Boro acted illegally in granting the franchise and adopting this Ordinance. In case legal actions shall be filed against the Boro, either independently or jointly with the Company, to recover for any claims or damages, the Company, with the consent of the Boro, shall defend the Boro, its agents and employees against said action, and in the event of a final judgement being obtained against the Boro, either independently or jointly with said Company, the Company shall pay such judgement and all costs and hold the Boro harmless therefrom.

SECTION 5. SERVICE STANDARDS. The Company shall operate and maintain the Community Antenna Television System so that all customer shall receive signals of good technical quality and a full range of available services. Any complaints as to the quality of the signals or service shall be promptly and satisfactorily investigated by the Company, and adjustment required to correct the situations disclosed by such investigations shall be made forthwith. It is hereby agreed by and between the Company and Boro that all installations by the Company shall be of a permanent and durable nature and installed in accordance with good engineering practices and comply with existing and future ordinance and regulations of the Boro so as not to interfere in any manner with the rights of public or individual property owners. The Community Antennas Television System shall not interfere with the travel and use of public places or facilities by the public, nor shall it obstruct or impede traffic.

A. The Company shall at all times keep at its office full and complete maps, plans and records showing the location of all franchise equipment and facilities installed in the streets, alleys and other public places within the corporate limits of the Boro. The Company shall make available a telephone number to the customers so that emergency interruptions to the service may be reported.

SECTION 6. Terms of the Franchise. The term of this franchise shall be for ten (10) years, commencing upon the execution of this Ordinance. It shall be renewable by the Company for an additional ten (10) year term with the approval of the Boro.

SECTION 7. Assignment. The franchise granted hereunder shall be assignable by the Company provided that the Company gives the Boro sixty (60) days prior written notice of its intent to assign the franchise, provided the Company shall have the right to assign this franchise to Gans Multimedia, LLC, a Delaware Limited Liability Company, upon thirty (30) days prior written notice to the Boro. Written notice shall be sent to the Boro in care of its Secretary. The Company may assign, mortgage, pledge, or otherwise encumber the Franchise, the Community Antenna Television system, or assets relating thereto, as collateral for a loan or to secure indebtedness.

SECTION 8. Acceptance by the Company. This grant is made on the express condition that the Company, within thirty (30) days after this ordinance takes effect and becomes operative, shall file with the secretary of the Boro a written acceptance by the same, and when this Ordinance shall have been accepted by the Company, such Ordinance and acceptance shall constitute a contract between the Boro and the Company for all the uses, services, and purposes set forth in this Ordinance, and the Company by its acceptance of the provisions of this Ordinance, binds itself to provide the necessary Community Antenna Television System and to establish, operate and maintain the local Community Antenna Television system contemplated by this Ordinance, continuing without substantial interruption except for causes beyond its control until the expiration of the term of this grant. In the event that the Company fails to file written acceptance within the period herein specified, this grant together with any rights or liabilities arising out of the franchise for the furnishing an adequate Community Antenna Television system for the benefit of inhabitants of the Boro, and the acceptance of such proposal by the Boro shall be at the Boro's option, of no force or effect.

SECTION 9. Federal Redemption. Should any federal or state agency hereafter exercise jurisdiction over the subject matter of this franchise Ordinance, then to the extent of such jurisdiction shall preempt or preclude the exercise of like jurisdiction by the Boro, the jurisdiction of the Boro shall cease and terminate.

SECTION 10. Forfeiture. The Boro may at any time declare a forfeiture of this grant for violation or default by the Company of any of the terms hereof, provided that none of the terms of this grant shall be deemed to be violated so as to permit such forfeiture unless the Company shall first be given written notice by the Boro of such

violation or default and of the attempt to declare a forfeiture, and thereafter such violation or default shall continue uncured (or such cure being diligently pursued) for a period of more than ninety (90) days, all of the rights and privileges of the Company under the provisions of this Ordinance shall be forthwith declared forfeited and revoked. If any action shall be instituted or prosecuted directly or indirectly by the Company or by its stockholder or creditors to set aside or have declared void any terms of this grant, the whole of this grant may thereupon forfeited and annulled at the option of the Boro to be expressed by Ordinance; provided, however, that the Company shall not be deemed to be in default of performance of any provision of this grant, nor shall any forfeiture be invoked for any violation of or failure to perform any provision hereof due to strikes, lockouts, insurrections, acts of God or any cause beyond the control of the Company.

SECTION 11. Any prior ordinance or parts thereof found to be inconsistent with this Ordinance is hereby repealed.

SECTION 12. Severability Clause. The provisions of this Ordinance are severable and if any provision or part thereof shall be held invalid or unconstitutional or inapplicable to any person or circumstances, such invalidity, unconstitutionality of inapplicability shall not affect or impair the remaining provisions of the act.

Adopted at the meeting of Council on this seventeenth day of April, 2001.

ATTEST: Boro OF MILLVILLE

BY: _____
Murray Holdren, Secretary M. C. Ludwig, President of Council

(SEAL)

Jerre Wright, Mayor

Gans Multimedia Partnership

By: _____

Printed Name and Title