

ORDINANCE NO. 350A

J. P. Baldwin
Auditor and Police Judge

Introduced by Commissioner Quincy Robinson

AN ORDINANCE GRANTING A SIX YEAR NON EXCLUSIVE FRANCHISE TO THE COLUMBIA TELEVISION CO., INC. FOR A COAXIAL CABLE SUBSCRIPTION SYSTEM FOR TELEVISION SIGNALS DISTRIBUTED IN THE CITY OF WARRENTON UPON THE TERMS HEREIN PROVIDED.

THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

Section 1. That the CITY OF WARRENTON, hereinafter designated as the City, does hereby grant to COLUMBIA TELEVISION CO., INC., hereinafter called the Company, the right, privilege and authority and franchise to operate in, over, upon, through and under the streets, alleys, public highways and avenues of the City of Warrenton, Clatsop County, Oregon, and to erect antennas and other appurtenances thereon, and to maintain and use the same as a coaxial cable subscription system for television signal distribution to subscribers' homes and business establishments within the said City of Warrenton. The franchise shall be non-exclusive for a period of six years from the date hereof.

Section 2. That the City hereby consents to the use of any telephone poles or power poles within the said City, provided that such use is acceptable to the owners and consented to by said owners of the poles in writing and complies with all applicable laws, regulations and ordinances.

Section 3. That any rights granted hereunder shall always be subject to the right of the public to free use of public property and that nothing herein shall be construed as granting any right that may interrupt or infringe upon the free use by the people. In the event there is a conflict, the Company hereby agrees to remove said offending installation at its own expense and further, in the event it fails to do so, authorizes the City to do so and charge the cost thereof to the Company.

Section 4. That all installations made under the authority granted in this franchise shall be made in such a manner as to conform to any and all applicable regulations now in force or which may be enacted in the future for the public health, safety and welfare of the City of Warrenton and its inhabitants.

Section 5. That the City specifically reserves the right, acting through its lawfully constituted agents, to inspect any installations of whatsoever nature, installed under the rights granted herein, and that upon a violation found, the City may require the offending installations to be removed, replaced, or altered in such manner as to conform to the required specifications.

Section 6. It shall be lawful for the Company to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways in the City for the purpose of placing, erecting, laying, and maintaining poles or other supports or conduits for said wires or repairing, renewing or replacing same. Said work shall be done in compliance with all necessary rules, regulations, ordinances, or orders which may, during the continuance of the franchise, be adopted or given from time to time by the City or its lawfully constituted agents or employees, save and except no poles will be put on city's real property without the written consent of the City.

Section 7. Whenever the Company shall disturb any of the streets for the purpose aforesaid, it shall restore the same to good order and condition as soon as practicable, without unnecessary delay, and failing to do so, the City shall have the right to fix a reasonable time within which such repairs and restoration of streets shall be completed, and upon failure of such repairs being made by the Company, the City shall cause such repairs to be made at the expense of the Company.

Section 8. Nothing in this ordinance shall be construed in any way to prevent the City or its lawfully constituted agents from sewerage, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares and public highways within the City in or upon which the poles, wires, or other installations of the Company shall be placed, but all such work or improvements shall be done if practicable so as not to obstruct or prevent the free use of said poles, wires and other installations of the Company.

Section 9. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or

other apparatus of the Company to permit the passage of any building, machinery, or other object, the said Company will perform such rearrangement on seven (7) days' notice in writing from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of such official as the City Commission may designate, shall detail the route of movement of the building, machinery or other objects, shall provide that the costs incurred by the Company in making such rearrangement of its aerial plant will be borne by the person or persons giving said notice and shall further provide that the person or persons giving said notice will indemnify and save said Company harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the aerial plant of the Company.

Section 10. The City reserves to itself the right at any time to use the poles and other installations of the Company erected or installed under the authority granted in this ordinance for any City-owned facilities of whatsoever nature, but it is agreed that such use shall not interfere with the Company's use thereof.

Section 11. Prior to the time this ordinance shall create any rights in the Company, the Company must provide certificate of insurance showing coverage as follows:

- (a) Compensation insurance in compliance with all Workmen's Compensation Insurance and Safety Laws of the State of Oregon and amendments thereto;
- (b) Bodily injury Liability Insurance with limits of \$100,000, each person, and \$200,000 each occurrence; and
- (c) Property Damage Liability Insurance to the extent of \$50,000.

(d) That included within such coverage as above set forth, there shall be a save harmless clause in favor of the City of Warrenton, protecting the City from any injuries, Property damage, and any other liabilities arising in any way from the operation of the Company, including installation and maintenance of its various facilities and temporary rearrangement of the aerial plant of the Company or underground plant or any plant.

Section 12. No franchise shall be sublet or assigned, nor shall any of the rights or privileges thereby granted or authorized be leased, assigned, sold or transferred without the consent of the
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City of Warrenton expressed by ordinance which shall be subject as other ordinances, to the referendum.

Section 13. The Company shall, within ten days after the effective date of this Ordinance, file with the City Auditor its written acceptance of the obligations contained herein and its agreement to abide with any regulations herein imposed.

Section 14. The Company shall pay to the City not later than 30 days after the end of the first year during which any rentals for the use of the Company's equipment shall be paid to the Company by its subscribers, said first year shall not be considered as meaning a calendar year but rather a period of time measured from the day and month of the first installation of equipment for rental use thereof, for a period of time twelve full calendar months thereafter, an amount of money equal to Two (2) per cent. of the Company's gross local service receipts as above described as rentals. For the remaining years of operation which are five, measured by the above set forth standards, the said Company shall pay to the City an amount of money equal to Two (2) per cent. of the Company's gross local service receipts as above described rentals.

Section 15. The time of the beginning of the construction by the company shall be thirty (30) days from the effective date of this Ordinance and franchise. The estimated total cost of such work is \$20,000.00 and the ^{estimated} yearly sum of money to be expended thereon shall be \$15,000.00.

Section 16. The City reserves the right at any time during the period of this franchise to examine the rate structure of the Company and to direct certain and any rate changes which, in the opinion of the City Commission, are dictated in view of the following considerations:

(a) That the Company shall have the right to charge and collect reasonable compensation from persons and groups to whom it shall furnish TV reception and the term "reasonable compensation" may be defined at the discretion of the City after a study and consideration of national figures pertaining thereto and as affected by local conditions in the local system. The rates charged are to be no higher than those charged by the franchise holder in other cities of Oregon for like service.

(b) The City bases its rights reserved hereunder upon the inherent and statutory right of the City to perform in the best interests of the people of the City of Warrenton

and to prevent any possible flagrant misuse of the rights granted hereunder.

Section 17. The maximum rates and charges that the Company can collect for its service rendered by virtue of this franchise shall be as follows:

1. ONE UNIT RESIDENCE DWELLING:
Initial cost of cable hookup \$125.00 including tax
Monthly service charge 4.00 including tax

2. DUPLEX APARTMENT: (Containing TWO or THREE Units)
Initial cost of cable hookup \$125.00 including tax
first connection
Second or third connection 65.00 each, including tax

Monthly service charge for each unit in Duplex having two or three units 4.00 per unit, including tax per connection

3. FOUR or MORE Residence Units in any one building, initial hookup \$125.00, including tax, first connection

For each additional unit, initial hookup including second, third, fourth, fifth, sixth or more units 27.00, each, including tax

Monthly service charge 4.00 per month, each connection, including tax.

4. COMMERCIAL ESTABLISHMENTS
Initial cost cable first connection 189.00 including tax
Monthly service charge 7.60 per month, including tax

Initial cost cable second and third connections 94.50, including tax, each

If four or more connections are had in a commercial building, then each unit after first unit would be charged for cable hookup 27.00 including tax

Monthly service charge for commercial establishment for over one connection would be 4.00 including tax for each additional installation over one

Billing will be monthly by mailings from the central office.

The Company will resort to disconnects in case of unpaid bills with a reasonable charge for reconnection.

Section 18. This Ordinance and Franchise shall be subject to the conditions and restrictions contained in Section 15 of Chapter 7 of the City of Warrenton Charter and also subject to the provisions of all the sections of Chapter 7 of the City of Warrenton Charter.

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Section 19. That the City also reserves the right to consider the allocation of the avenues and streets served by the Company lines and installations and to make recommendations for service to other areas not being served at any given time. It is agreed that the Company will attempt to serve as many people and areas as it is physically possible for it so to do and that it is also agreed that the Company will serve all areas without discrimination.

Section 20. The Company agrees to indemnify and save harmless the City from any and all liability arising from bodily injury or property damage caused by use of the rights granted hereunder.

Section 21. This franchise shall automatically expire if the terms of this Ordinance have not been substantially complied with by the Company within six months from the date hereof.

Section 22. That the work of constructing a coaxial cable be substantially commenced within 60 days from the date of this Ordinance and that a written progress report be made at each Commission Meeting hereafter until the construction of the basic coaxial cable network is completed.

Section 23. That the Company shall pay forthwith to the City the sum of One Hundred Fifty Dollars to be forfeited to the City upon breach of any of the terms and conditions and agreements of this Ordinance and franchise by the Company and if not so forfeited, to be applied on the first year's annual rental at its due date.

Section 24. The Company shall furnish the City an initial financial statement showing cash and assets. The Company shall keep full and correct books and accounts and make annual reports in writing to the Commission verified by an officer of the corporation which shall contain an accurate statement in summarized form, as well as in detail, of all receipts from all sources and all expenditures for all purposes, together with a full statement of all assets and debts, including stock and bond issues as well as such other information as to the costs and profits of such service and the financial condition of such grantee as the Commission may require, together with the amount of depreciation assigned on the installed equipment.

Section 25. The Company agrees to immediately notify the City of Warrenton of any changes in ownership, both parent or otherwise. The Company further agrees to notify the City of Warrenton of any mortgage assigned and/or money borrowed, together with a statement of collateral offered.

Section 26. That copy of Company's Installation and Service Contract with the customer which the Company hereby agrees to abide by is attached hereto and marked Exhibit "A" and incorporated herein by reference.

Section 27. That the published Code of Ethics and Rules of the Northwest Association of Community Television Cable Systems which the company hereby agrees to abide by is attached hereto, ~~and marked Exhibit "B" and incorporated herein by reference.~~

Section 28. That the Company agrees in case of interrupted service caused by act of the Company and not by act of God or some other act not the fault ^{or not} of/caused by the Company, that the customers shall not be charged the monthly service charge during the period of interruption.

Section 29. That the Company agrees that the cable will carry at the present time the three major networks ABC, CBS and NBC plus a fourth channel to be determined by the Company.

Section 30. That the Company agrees to prepare a complete block diagram showing the main trunk lines, including the presently planned cable runs, head-end equipment, and antenna installations, together with equipment to be used and type and design of equipment and file said diagram with the Auditor and Police Judge of the City of Warrenton after it has been approved by a qualified electronics engineer selected by the City. The Company agrees that in case the City selected electronics Engineer does not approve said complete block diagram, that this franchise shall be invalid and the Company further agrees that if the Company does not file said complete block diagram with the ^{City} Auditor and Police Judge within thirty (30) days from the effective date of this Ordinance, that this Franchise shall be invalid.

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Section 31. The Company agrees that all easements and rights of way and other similar problems in connection with the real and personal property shall be obtained by the Company at its own expense, save and except the right granted in this Franchise in Section 1 of said Franchise in regard to streets, alleys, public highways and avenues of the City of Warrenton.

Section 32. Company agrees that in installing a cable hookup and in furnishing Television service that no sales or service demands shall be made by them to the customer and that no installation contract for cable service executed by them shall ever cover Television set sales or service thereon and the Company agrees that a violation of these conditions in this paragraph shall constitute grounds for Franchise cancellation.

Section 33. Company agrees that all advertising employed for the extension of cable service shall be made in the name of the Company alone and shall not include information considered favorable to any one dealer with respect to Television sales or any given set manufacturer.

Section 34. Company shall commence transmission and distribution of Television signals to the residents of the City of Warrenton only after notification to the Company is given by M. K. Johnson, agent of the City of Warrenton, in writing, that the equipment used and signal obtained by the Company is of such quality that reception by the residents of the City shall be satisfactory and further the quality of equipment and signals shall be maintained by the Company at the level approved as above by the said M. K. Johnson for the City of Warrenton.

Passed by the City Commission of the City of Warrenton this ~~17th day of December, 1956.~~ *Fourth day of Dec 1957*

Approved by the Mayor of the City of Warrenton this ~~17th day of December, 1956.~~ *Fourth day of Dec 1957*

ATTEST:

J. R. Baldwin
Auditor and Police Judge

A. Gramson
Mayor

EXHIBIT "A"

COLUMBIA TELEVISION CO., INC.

988 Commercial Street Telephone Astoria 40
Astoria, Oregon

ORDER

Please enter an order for a connection from Columbia Television Co., Inc., for

NAME _____

Address _____, Oregon

Herewith is my deposit of \$ 114.00 to be applied upon the connection charge of \$114.25 ~~plus taxes~~, totaling ~~\$125.00~~ when the connection is made. Connection to be made as soon as practicable after the cable system is installed in my district, but in any event within _____ days from date hereof. Balance of \$ _____ to be paid _____. After acceptance of this order by you, it is not subject to revocation or termination by me unless (1) connection is not made within said time in which event it may be terminated by written notice to you given prior to connection being made whereupon deposit shall be refunded, or (2) I remove from said property and give written notice of such removal to you prior to connection being made whereupon deposit shall be refunded. Deposit shall become your property and shall not be refunded if I do not accept the service, except as above stated. You may at your option prior to connection being made terminate this order and refund the deposit.

Service charge is \$3.70 per month, plus applicable taxes, totaling \$4.00 for initial outlet, subject to the controlling franchises.

The terms and conditions set forth on the reverse hereof are made a part of this order and contract. This order when signed by both parties become the contract by the parties.

Dated _____, 195__.

Signature of Customer

Address Telephone

COLUMBIA TELEVISION CO., INC.

By _____
Signing for Company.

ACCT. NO. _____

COLUMBIA TELEVISION CO., INC.

Terms and Conditions

1. COLUMBIA TELEVISION CO., INC., herein called the Company is franchised to provide television signal distribution throughout the City of Warrenton and Clatsop County, and the contract is subject to all the terms and conditions of said franchises. Customer understands that in providing such service, the Company may use poles owned wholly or in part by Pacific Power & Light Company, the Pacific Telephone & Telegraph Company, but that such service is not furnished by any of the aforementioned companies which may be furnishing poles, and customer agrees that he will make no claim against any of the companies from which Columbia Television Co., Inc. may be leasing poles, if such service is interrupted or disconnected.
2. The Company will connect from the television cable system to a block in the premises of the customer. The customer shall prior thereto pay to the Company the connection charge specified on the face hereof. The company will connect the customer's television set from its location within the premises of the customer to the block.
3. The Company guarantees that the connection to the cable system will deliver a television signal of the quality set forth in the franchise granted to the Company by the City of Warrenton.
4. The customer agrees to pay to the Company in advance, the Company's regular monthly service charge including any and all taxes thereon in effect from time to time for such service approved under the terms of said franchise. If such payment is not made service may at the Company's option be discontinued without notice.
5. The Company shall provide maintenance service on the television cable system and transmission lines to the connection block in the customer's premises daily from 9 A. M. to 5 P. M., Sundays and holidays excepted. Such maintenance service does not apply to the television set of the customer.
- 6.. If the customer calls the Company on a service call and it is determined that the difficulties are not in the cable system or in the transmission lines to the connection block but are due to a fault in the television set of the customer or other matters not within the control of the Company, the customer shall pay the Company its standard service charge for its time and effort in making the call.
7. The connection charge is not refundable. This connection is for the use of the subscriber whose name and address are set forth on the face hereof. The connection may be transferred from one person to another at this address, or the customer may transfer his connection from this address to another district served by the company, at the established rate.
8. No connection shall be made to nor shall any connection be removed from the transmission line in the customers premises except by the Company. The customer shall not in any/^{way}tamper with the connection. All such work shall be done by the Company. If any tampering, connecting or disconnecting is done, suffered or permitted by the customer, the customer shall pay to the company the reasonable cost of making any repairs or doing any work necessitated thereby. The Company shall have the right to immediately disconnect any customer who tampers or permits others to tamper with its facilities.

9. The Company may upon reasonable notice to the customer enter the premises of the customer for the purpose of inspecting connections, the lines and facilities of the Company, and of making any connection or disconnection.

10. The parties shall be excused from performance hereunder so long as and to the extent that performance is prevented or hindered by reason of strikes, acts of God, public enemy, fire, flood, earthquake, explosion, inability to obtain labor, supplies or materials, government action of any kind, partial or total interruption, loss or shortage of transportation or communication facilities or services upon which such facilities are dependent.

11. The television signal transmission service furnished under this contract may be cancelled by the customer at the end of any calendar month by giving the Company 30 days prior written notice; or, by the Company in the event it determines to abandon the operation of the cable system to which the customer is connected, by giving the customer 90 days' written notice in which event any full connection charge paid by the customer within one year prior to the effective date of cancellation of the Company shall be prorated over the period of one year and that portion applicable to the period between the effective date of cancellation and the expiration of said one year shall be refunded to the customer. Any prepaid charges for service after the effective date of the cancellation shall be refunded to the customer.