

**Cox  
Cablevision  
Corporation**

Our New Address is:  
63 PERIMETER CENTER EAST  
SUITE 500  
ATLANTA, GEORGIA 30309  
Suite 500 • 1422 West Peachtree St., Atlanta, Georgia 30309 • 404/892-3456

April 18, 1973

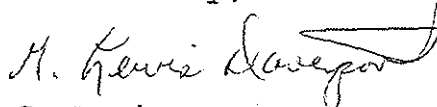
City Auditor  
City of Warrenton  
Warrenton, Oregon 97146

Subject: Cox Cablevision Corporation  
Cable Television Franchise,  
Ordinance #595-A

Dear Sir:

Please consider this letter as acceptance by Cox Cablevision Corporation of the terms, conditions and obligations set forth in Ordinance #595-A, April 2, 1973, which grants to Cox Cablevision Corporation a franchise to operate a cable television system within the City of Warrenton. This acceptance letter is submitted in compliance with Section 22 of said Ordinance.

Yours truly,



G. Lewis Davenport  
Vice President

GLD:mp

CC: Joe Cline  
Dan Howle  
Jim Durham, Astoria  
Roger Pierce,  
Aberdeen

TV 43-16

ORDINANCE NO. 595-A

Introduced by James D. Corkill

AN ORDINANCE GRANTING A RENEWAL OF A NON-EXCLUSIVE FRANCHISE CONSISTENT WITH PROVISIONS OF FCC REGULATIONS ADOPTED MARCH 31, 1972 AND AMENDMENTS THERETO, TO COX CABLEVISION CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A COAXIAL CABLE SUBSCRIPTION SYSTEM IN THE CITY OF WARRENTON, FOR THE PURPOSE OF TRANSMISSION AND DISTRIBUTION OF TELEVISION, AND RADIO SIGNALS, AND OTHER ELECTRONIC IMPULSES UPON THE TERMS HEREIN PROVIDED, PROVIDING RATES AND DECLARING AN EMERGENCY.

THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

SECTION 1. Short Title. This ordinance shall be known and may be cited as the "Cox Cablevision Corporation Franchise Ordinance."

SECTION 2. Definitions and Explanation.

1. As used in this ordinance,

- (a) "City" means the City of Warrenton, Clatsop County, Oregon.
- (b) "Commission" means the City Commission of the city, or any future body constituting the legislative body of the City.
- (c) "Company" means the grantee of rights under this franchise.
- (d) "Grantee" means the company referred to in Section 3, of this ordinance.
- (e) "Person" means individual, firm, partnership, association, corporation, company or organization of any kind.
- (f) "Public Place" means any city-owned park, place or grounds within the city that is open to the public but does not include a street.
- (g) "Street" means a street, alley, avenue, road, boulevard, thoroughfare or public highway within the city.
- (h) "Subscriber" means any person or entity receiving

- (3) As used in this ordinance, the word "shall" is always mandatory and not directory.
- (4) Unless otherwise specified in this ordinance, any action authorized or required to be taken by the City may be taken by the Commission or by an official or agent designated by the Commission.

SECTION 3. Grant of Authority. The City Commission of WARRENTON, OREGON, after due consideration, in a public proceeding in which interested persons were given the opportunity to participate, of the Grantee's legal, technical, character, financial and other qualifications and the adequacy and feasibility of the Grantee's construction arrangements, hereby grants to Cox Cablevision Corporation a nonexclusive franchise, authority or permit to operate a cable television system in the City of WARRENTON, and to place, erect, lay, maintain and operate in, upon, and under the streets and public places within the City, poles, wires and other applicancs and conductors for such coaxial cable subscription system. All wires and other applian-ces and conductors may be strung upon poles or other fixtures above ground, or, at the option of the company, may be laid under-ground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same. When it is practicable the com-pany shall make use of poles in conformity with the terms of its agreement with Pacific Power and Light Company and the Pacific Northwest Bell Telephone Company under date of May 5, 1969, or subsequent agreements signed hereafter.

SECTION 4. Non-Exclusive Grant. The right to use and occupy said streets and public places for the purposes herein set forth shall not be exclusive and shall not be construed as a limitation of the City in granting rights, privileges and authority to other persons, similar to or different from those granted by this ordinance.

SECTION 5. Indemnification. Company shall acquire and maintain public liability insurance with an insurance company acceptable to the Commission which will cover any and all operations of Company within the city of Warrenton for bodily injury for not less than \$300,000 for each person and \$500,000 for each occur-rence and for property damage not less than \$100,000 damage to property of third persons, including the property of the city of Warrenton.

As a condition of this contract, Company agrees to provide a certificate of insurance and maintain evidence of the same on file with the City of Warrenton at all times covered herein.

Company further agrees to indemnify and hold the City of

to perform the same whether negligent or non-negligent or intentional, whether groundless or frivolous or not, including but not limited to operation of all equipment and actions of any and all employees. Company further specifically agrees to pay the reasonable costs of defense of all such claims, complaints, demands set forth herein of any type or nature. The City of Warrenton, its employees and agents and those benefited hereunder shall have the right to control such defense and to select the attorneys to conduct such defense. The City, its employees and agents and officers agree that such defense shall be controlled and conducted in good faith.

SECTION 6. Company Rules. The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonable and necessary to enable the Company to exercise its rights and perform its obligations under this franchise and to assure an uninterrupted service to each and all of its customers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof of the rules of the Federal Communications Commission, or the laws of the State of Oregon or the ordinances, regulations or resolutions of the City of Warrenton as now or hereafter constituted.

SECTION 7. Conditions on Street Occupancy.

(a) Public Places. Before the Company may use or occupy any public place, the Company shall first obtain permission from the City and shall comply with any special conditions the City desires to impose on such use or occupation.

(b) Use. All poles, wires, and other appliances and conductors and equipment erected by the Company within the City shall be so located as to cause minimum interference with the proper use of streets and public places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets or public places.

(c) 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 City Engineer, replace and restore all paving, sidewalk, driveway or surface of any street or public place disturbed.

(d) Relocation. In the event that any time in the period of this franchise, the City shall lawfully elect to alter or change the grade of any street, the Company

interfere with any lighting fixture, telephone wire or conduit, water hydrant, or water or sewer main or line, and all such poles or other fixtures shall be so placed as to comply with all requirements of the City including all other franchises granted by the city.

(f) Temporary Removal of Wire for Building Moving. The Company shall, on the request of any person holding a moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings, machinery, or other objects. The expense of such temporary removal, raising or lowering of wire shall be paid by the person or persons requesting said permit, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than 48 hours advance notice, in writing, to arrange for such temporary wire changes. The notice shall bear the approval of such official as the Board shall designate.

(g) Tree Trimming. The Company shall have the authority to trim trees on and overhanging streets and public places of the City so as to prevent the branches of said trees from coming in contact with the wires and cables of the Company. All trimming shall be done under the supervision and direction of the City and at the expense of the company.

SECTION 8. Preferential or Discrimination Practices Prohibited. The Company shall not, as to rates, charges, service facilities, rules regulations, or in any other respect, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rates schedules to which any customer coming with such classification would be entitled.

SECTION 9. Approval of Transfer. The Company shall not sell or transfer its plant or system either in whole or in part to another unless the Commission first consents by resolution. No sale, transfer, lease or assignment shall be effective until the vendee, assignee, or lessee has filed in the office of the City Auditor an instrument, duly executed, reciting the fact of such sale, assignment, or lease, accepting the terms of the franchise and agreeing to perform all the conditions thereof.

SECTION 10. City Rights in Franchise.

the exercise of the 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 Oregon or rules of the Federal Communications Commission.

(b) Supervision and Inspection. The City shall have the right to supervise all construction, installation or connection work performed subject to the provisions of this ordinance and to make such inspections as it shall find necessary to insure compliance with governing ordinances.

(c) Procedure after Termination or Revocation. Upon the revocation of this franchise by the Commission, or at the end of the term of this franchise, the City shall have the right to determine whether the Company shall continue to operate and maintain its coaxial cable system within the City of Warrenton.

SECTION 11. Termination of Franchise for Cause. Upon wilful failure of the Company, after thirty (30) days notice and demand in writing, to perform promptly and completely each and every term, condition or obligation imposed upon it under or pursuant to this ordinance, the Commission may, at its option and in its sole discretion, by ordinance or resolution, terminate this franchise.

SECTION 12. Rights and Obligations After Expiration or Termination of Franchise.

(1) Upon expiration of franchise, the company shall be given consideration by the Commission for a new franchise providing the Company has performed under the conditions or obligations imposed upon it under this ordinance.

(2) Upon termination under provisions of Section 11, or if the Company does not apply for or is not granted a new franchise:

(a) The Company shall be given a first option to sell or transfer its plant or system to another as provided under Section 9.

(b) If the Company's option under subsection (2) (a) of this section is not exercised, the City may:

1. By written notice, in order to allow sufficient time to arrange for an adequate service, require

Company may cease to render service when this franchise expires if the Company gives the City written notice of such intention at least two (2) years prior to the expiration of this franchise. The written notice to continue Service must be given by the city not more than thirty (30) days after the date of this franchise is terminated, as the case may be. If the City requires the Company to continue to render service under this subsection after the date of the expiration or termination of this franchise, the City has no authority to require the Company to extend its line, plant or system into, and render service to, a locality not already served on the date this franchise is terminated or expires.

2. Require the Company within one (1) year or such further time as may be allowed by the Commission to remove from the streets and public places, all of its property and equipment, and the Company forthwith shall replace and restore the streets and public places to their former condition. If the Company removes its property and equipment but fails to replace and restore the streets and public places to their former condition, the City may do so at the expense of the Company. If the Company fails to remove all of its property and equipment within the required time the City may remove the property and equipment and replace and restore the streets and public places to their former condition, all at the expense of the Company.

SECTION 13. Payment to City. In consideration of the rights, privileges, and franchise hereby granted, said Grantee, Cox Cablevision Corporation, its successors and assigns, shall pay to the City of Warrenton, from and after April 1, 1973 until its expiration, annually, three percent (3%) per annum of its gross local service revenues received from services located within the corporate limits of the City of Warrenton less net uncollectibles. Payment of said three percent (3%) shall be made on or before the 31st day of March of each and every year for the calendar year preceding; and such 3% payment made by the Grantee will be accepted by the City of Warrenton from the Grantee, also in payment of any business license or privilege tax or occupation tax. The parties further agree that the three percent (3%) figure is a minimum, and that the Company shall pay a percentage of gross local service revenues to the City which is at least 3%, but shall pay a percentage no less than the percentage paid by the Company to any other municipality in the ~~County of Clatsop~~, State of Oregon.

revenue less net uncollectibles of the Company within the City for the period covered by payment computed on the basis set out in this section. The compensation for the period covered by the statement shall be computed on the basis of the gross service revenue less net uncollectibles so reported. If the Company fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Company within 15 days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from the Company.

Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

SECTION 14. Compensation to be Credit Against Certain Taxes.

The compensation required by Section 13 of this ordinance to be paid by the Company to the City shall be a credit against all license, occupation, business or excise taxes which the City may now or hereafter impose upon the Company. However, nothing contained in this franchise shall give the Company any credit against any ad valorem property tax now or hereafter levied against real or personal property within the City, or against any local improvement assessment, or reimbursement or indemnity paid to the City.

SECTION 15. Rates and Charges. The grantee's rates for cable television service for single residential dwellings shall not exceed \$10.00 for installation and \$5.75 for monthly service charges. Grantee shall file a complete schedule of rates and charges with the City and no changes shall be permitted without the approval of the City Commissioners. Said schedule is attached hereto as Exhibit "A" and by this reference incorporated herein as if set out in full, haec verba.

SECTION 16. Local Office. During the term of this franchise, and any renewal thereof, the Grantee shall maintain within the City a local business office or agent. The provisions of this section shall be complied with if Grantee maintains a local business headquarters office within 10 airline miles of the center of the City and provides the City Manager's office with the name, address and phone number of a resident of the City who will act as Grantee's agent to receive complaints regarding quality of service, equipment malfunctions and similar matters, and at least once a week informs all subscribers by appropriate announcement (e.g., by a slide card) over a cablecasting channel of the name, address and phone number of the Grantee's regis-



vision system shall be taken only after 30 days public notice of such action or proposed action is published in a local daily or weekly newspaper having general circulation in the City; a copy of such action or proposed action is served directly on Grantee; and, the Grantee has been given an opportunity to respond in writing and/or at hearing as may be specified by the Commission, and general members of the public have been given an opportunity to respond or comment in writing on the action or proposed action.

The public notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the Commission. If a hearing is to be held, the public notice shall give the date and time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The Grantee is a necessary party to any hearing conducted in regard to its operations.

SECTION 18. Records and Reports. The City shall have access at all reasonable hours to all the Company's accounting, financial, statistical, customer, and service records relating to the records required to be kept hereunder. The following records and reports shall be filed with the City Auditor and in the local office of the Company:

Company Rules and Regulations. Copies of such rules and regulations, terms and conditions adopted by it for the conduct of its business.

Gross Revenue. An annual summary report to be filed no later than June 15th showing gross local service revenues less net uncollectibles received by the Company from its operations within the City during the preceding year, and such other information as the City shall request with respect to properties and expenses related to the Company's service within the City.

SECTION 19. Term of Franchise. The Rights, privileges and franchise herein granted shall continue and be in force for the period of fifteen (15) years from and after the date this ordinance becomes effective.

SECTION 20. Modification of FCC Rules. Consistent with the requirements of Rule 76.31(a)(6) of the FCC, any modification of Rule 76.31 resulting from amendment thereto by the FCC shall to the extent applicable, be considered as a part of this

approved the 18th day of March, 1963, granted to Company a franchise for a period of ten (10) years has expired; further Whereas, many homes are served in the City by Company and Whereas, any interruptions in the service to the citizens who rely on Company would be detrimental to their welfare, the City Commission therefore finds that an emergency exists and that this ordinance shall be retroactive and take effect on April 1, 1973, after its passage by the Board and upon being signed by the Mayor of the City, but shall become null and void unless within ninety (90) days after such effective date Grantee shall file with the Auditor, Grantee's written acceptance of the terms, conditions and obligations to be complied with or performed by it hereunder.

Passed by the City Commission of the City of Warrenton this 2 day of April, 1973.

Approved by the Mayor of the City of Warrenton, this 2 day of April, 1973.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Auditor and Police Judge

GENERAL SALES POLICY  
 COX CABLEVISION CORPORATION  
 Astoria - Warrenton - Hammond

	<u>Connection Charge</u>	<u>Monthly Service Charge</u>
1. <u>Commercial Establishments</u>		
Initial Connection	\$ 10.00	\$ 5.75
Additional Outlets (Each)	N/C	1.00
2. <u>Single Residential</u>		
Initial Connection	10.00	5.75
Additional Outlets (Each)	N/C	1.00
3. <u>Commercial (Corporate and Non-Corporate          Apartment Houses; Camps, Hotels, Resorts, etc.)</u>		
Initial Connection	10.00	3.75
Additional Outlets	N/C	1.00
<u>Hotels, Resorts, Tourist Courts, and Hospitals:</u>		
Initial Connection	10.00	5.75
Additional Units or Rooms		
1 thru 10 (Each)	10.00	1.75
11 thru 20 (Each)	10.00	1.50
21 and over (Each)	10.00	1.25
<u>TV Dealer Sales:</u>		
Initial Connection	10.00	5.75
Additional Outlets (Each)	Quote	N/C
<u>Educational Institutions:</u>		
Initial Connection	N/C	N/C
Additional Outlets (Each)	Quote	1.00
4. <u>Miscellaneous</u>		
Active Subscriber Service Calls:		
Transfer of Connection	N/C	
Office Routine Only	7.50	
Field Service Call		
Relocate Outlet/Longer Cable	7.50	
Non-Payment Reconnect	7.50	
Minimum Service Billing	2.50	
Vacation Rate (30-day Min./60-day Max.)		2.50
Prewiring (To apply on connection charge if service is accepted on outlet within 90 days)	10.00	