

TO PROVIDE FOR THE ISSUANCE OF A NON-EXCLUSIVE FRANCHISE LICENSE TO WINNSBORO-RIDGEWAY CABLEVISION, INC. FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN CERTAIN DEFINED TERRITORY IN FAIRFIELD COUNTY, SOUTH CAROLINA, AND TO PROVIDE FOR THE TERM, CONDITIONS AND CANCELLATION OF SUCH FRANCHISE LICENSE; TO REGULATE THE INSTALLATION OF CABLES AND TERMS AND CONDITIONS OF SERVICE; TO PROHIBIT INTERFERENCE WITH MAINTENANCE OF PUBLIC LANDS, HIGHWAYS, ROADS OR WATERS, AND TO PROVIDE FOR REPAIR OF DAMAGE TO PUBLIC HIGHWAYS OR ROADS; TO PROVIDE FOR JUST COMPENSATION TO LAND OWNERS FOR DAMAGE SUFFERED TO PRIVATE PROPERTY; TO REQUIRE THE PAYMENT OF FRANCHISE FEES; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE FAIRFIELD COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

1. Definitions. As used in this Ordinance, the following terms shall have the following meanings:

- (a) "Basic Service" shall mean the delivery by the Grantee of those audio and visual signals required by the FCC to be carried on a CATV System and any broadcast television signals allowed by the FCC to be carried on a CATV System.
- (b) "Community Antenna Television System" (CATV system) shall mean a system of antennas, cables, wires, lines, towers, microwaves, waveguides, laser beams or any other conductors, converters, equipment or facilities designed, constructed or operated for the purpose of producing, receiving, amplifying, modifying and distributing audio, video and other forms of electronics or electrical signals to and from subscribers and locations within the Territory.
- (c) "Council" shall mean the governing body of the County of Fairfield, South Carolina.
- (d) "Franchise" shall mean the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a CATV System within the Territory.
- (e) "Grantee" shall mean the person, firm or corporation to whom or to which a franchise is granted by the Council or anyone who succeeds said person, firm or corporation in accordance with the provisions of this Agreement.
- (f) "Residential Subscriber" shall mean a purchaser of service delivered over the system to an individual dwelling unit, where the service is not to be utilized in connection with a business, trade or profession.

- (g) "Streets and Dedicated Easements" shall mean the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other public rights-of-way and easements, and the public grounds, places or water within or belonging to the County.
- (h) "Subscriber" shall mean the purchaser of service delivered over the system.
- (i) "Territory" shall mean the entire unincorporated area of Fairfield County.
- (j) "Tiered Service" shall mean any communications service other than Basic Service.

2. Granting of Franchise. Fairfield County hereby grants to Winnsboro-Ridgeway Cablevision, Inc. (Grantee) a non-exclusive franchise license within the unincorporated area of Fairfield County for the construction, operation and maintenance of a CATV system. Said non-exclusive franchise shall be governed by the terms and conditions of this ordinance; provided, however, that the franchise license described herein shall not be issued until after public notice has been given of the terms of the proposed franchise agreement in a manner not inconsistent with the rules and regulations of the Federal Communications Commission; provided further, however, that the Grantee shall, where possible and practicable, enter into an agreement with a telephone company or electric power company whereby the Grantee has the right to attach its cables to the poles owned by the telephone or electric power company, or to bury its cable beneath the ground in conduits owned by the telephone or electric power company; provided further, that such cable is constructed so as not to endanger the safety of persons or to interfere with the use of such public lands, highways or public roads, or the navigation of such waters; provided further, that the agency charged with the maintenance of such public lands, highways or public roads, or waters of the

state may require that the Grantee obtain a permit prior to placing its cables over, under or along such public lands, highways or public roads, or waters; and, provided further, that if both electrical and telephone facilities in an area are underground, the cable television lines in that area shall also be placed underground. This proviso does not give any additional rights to public utilities to grant an easement; provided, further, that if the cable is located in such a manner so as to constitute an interference with the right of ingress or egress to land that is subject to the easement, the Grantee shall obtain the consent of the landowner, his heirs or assigns, from which the original easement was obtained.

3. Term of Franchise. The franchise shall be for a term of fifteen (15) years commencing with the execution of a franchise agreement. The franchise agreement may grant to the Grantee an option to renew the said franchise in accordance with applicable law in effect at that time; provided Grantee is not in material breach or default in performance of any of the terms and conditions of such franchise agreement; provided, further, that Grantee has the financial, legal, and technical ability to provide the services, facilities, and equipment set forth in Grantee's proposal. To exercise such option, the Grantee shall give notice to Fairfield County in writing not later than one hundred eighty (180) days prior to the termination of the original fifteen-year term.

4. FCC Jurisdiction. This Ordinance shall be construed in a manner consistent with all applicable Federal and State laws. Whenever the Federal Communications Commission (FCC) or any other Federal or State agency shall

now or hereafter exercise any paramount jurisdiction over any specific provisions of this Ordinance, such paramount jurisdiction shall preempt or preclude the exercise of like jurisdiction by the County. Grantee shall at all times comply with applicable building codes and South Carolina Department of Transportation rules and regulations.

5. Use of Roads, Highways and Dedicated Easements.

- 5.1 The Grantee shall have the right to use the roads, highways and dedicated easements of Fairfield County for the construction, operation and maintenance of a CATV system, subject to the terms and conditions of this Ordinance and the franchise agreement entered into pursuant thereto.
- 5.2 The Grantee, at its own cost, shall have the right pursuant to the provisions of this Ordinance or the franchise agreement entered into pursuant thereto, to construct, erect, suspend, install, renew, maintain and otherwise own and operate throughout the territory defined in this Ordinance, in, upon, along, across, above, over and under the highways, roads, easements, public ways and public places as now laid out or dedicated and all extensions thereof and additions thereto in the territory defined in this Ordinance, a system of poles, wires, cables, fiber optic lines, underground conduits, ducts, trenches, conductors, amplifying equipment, manholes, fittings and any and all other fixtures, appliances, and appurtenances necessary for the installation, ownership, maintenance and operation in the territory of a CATV system, either separately or in conjunction with any public utility maintaining the same in the territory.
- 5.3 Grantee shall obtain required permits from the County or State before commencing construction involving the opening or disturbance of any street or public property. Grantee shall arrange its lines, cables, and other appurtenances, on any street or public property, in such a manner as to cause no unreasonable interference with the usual and customary use of said street or public property of any person.
- 5.4 Grantee shall have the right to remove, trim, cut and keep clear of its poles, towers, wires and other overhead appliances and equipment, the trees in and along the streets, alleys and other public places of the territory; provided, however, that in the exercise of such right, the Grantee shall not cut, remove, trim or

otherwise injure such trees to any greater extent than is necessary for the installation, maintenance and use of such poles, towers, wires or other overhead appliances.

- 5.5 Grantee, in the exercise of any rights granted to it under this Ordinance or the franchise agreement entered into pursuant thereto, shall at no cost to the County, promptly repair or replace any facilities or service of the County which Grantee damages, including, but not limited to, any street, alley or other public place, sewer, electric, water, fire alarm, public communication or traffic control, by the exercise of its right hereunder.

6. Maintenance of the System.

- 6.1 Grantee shall at all times employ ordinary care in the maintenance and operation of its CATV system.
- 6.2 Grantee shall install and maintain its wires, cables, fixtures and other equipment so as not to interfere with the equipment of any utility of the County or any other entity lawfully and rightfully using the conduit, pole or other part of the right-of-way.
- 6.3 The system shall at all times be kept in good repair and in a safe and acceptable condition.
- 6.4 All conductors, cables, towers, poles and other components of the system shall be located and constructed by the Grantee so as to provide minimum interference with access by adjoining property owners to the streets and public ways. No pole or other fixture of the Grantee shall interfere with the usual travel on any public way.
- 6.5 During the term of the franchise license, and any renewal thereof, the Grantee shall maintain a business office with a local telephone number for the purpose of receiving complaints regarding the quality of service, equipment malfunctions, billing disputes and similar matters. The business office shall be open to receive inquiries and complaints during normal business hours, Monday through Friday, excluding holidays, and telephone inquiries and complaints will be received twenty-four (24) hours per day. In addition, the Grantee shall maintain a qualified technician on call so that any interference with the operation of the system, excluding those of individual instrumentalities on private property, shall be corrected promptly. The Grantee shall keep written records of complaints received, including the name of the complaining party, the nature of the complaint and the disposition of the complaint. Such records shall be subject to inspection by Fairfield County officials upon request.
- 6.6 Grantee shall regularly audit the improper usage of or tapping onto Grantee's system.

7. Damage to Private Property. Grantee may not damage private property on which a utility pole or any part of Grantee's system is located without just compensation to the landowner for the damage suffered by the landowner's property.

8. Rate Regulation. County Council reserves the right to approve the rates which Grantee charges its subscribers for service to the extent County Council may be permitted to regulate rates by current or subsequent law and as provided for in the subsequent Franchise Agreement.

9. Minimum Service Standards. Minimum service standards and standards governing consumer protection and response by Grantee to subscriber complaints not otherwise provided for in this Ordinance may be established in the Franchise Agreement, and Grantee shall comply with such standards in the operation of the Cable system.

10. Franchise Fee. Following the issuance and acceptance of the franchise, the Grantee shall pay to the Grantor a franchise fee based on Gross Subscriber Revenue in accordance with terms and conditions set forth in the franchise agreement.

11. Assignment of Franchise Agreement. Grantee may assign or transfer the franchise agreement to an affiliated company or to the surviving company of a merger or other corporate reorganization to which Grantee is a party; otherwise, Grantee may not assign or transfer the franchise agreement without the written

consent of the Fairfield County Council. The Grantee may mortgage or pledge its system or any part thereof for financing purposes, and may engage in the sale of its capital stock publicly in accordance with applicable laws.

12. Insurance and Indemnity.

- 12.1 On or before commencement of franchise operations, the Grantee shall obtain and file with the County and, thereafter maintain in full force and effect at all times for the full term of the franchise agreement, policies of liability, worker's compensation and property insurance from companies authorized to transact business in South Carolina. The policy of liability insurance shall:
- (a) Be issued to Grantee and name Grantor, its officers, agents, and employees as additional insureds;
 - (b) Indemnify for all liability for personal and bodily injury, death and damage to property arising from activities conducted and premises used pursuant to this Ordinance by providing coverage therefore, including but not limited to coverage for; (i) negligent acts or omissions of Grantee and its employees, committed in the conduct of franchise operations; and/or (ii) use of motor vehicles;
 - (c) Provide a combined single limit for comprehensive general liability and comprehensive automobile insurance in the amount provided for in the franchise agreement. Such insurance policy shall be subject to the review and approval of Grantor;
 - (d) Be noncancellable without thirty (30) days' prior written notice thereof directed to Grantor;
 - (e) Be in accordance with all of the terms and conditions set forth in the franchise agreement.
- 12.2 Grantee shall indemnify and hold Fairfield County harmless from any claims or damages resulting from the actions of Grantee in the construction, operation or maintenance of the system.

13. Records required.

- 13.1 Grantee shall all times maintain:
- (a) A record of all complaints received and interruptions or degradation of service experienced for the preceding two (2) years, provided such complaints result in or require a service call.
 - (b) A full and complete set of plans, records and "as-built" maps showing the location of the cable system installed or in use in the

County, exclusive of subscriber service drops and equipment provided in subscribers' homes.

- (c) A record of service calls, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be available to the Grantor, upon request, within sixty (60) days following the end of each calendar quarter in a form reasonably acceptable to the Grantor.

- 13.2 The Grantor may impose reasonable requests for additional information, records and documents from time to time, provided they reasonably relate to the scope of the County's rights under this Ordinance or the franchise agreement.

14. Cancellation and expiration.

- 14.1 Fairfield County shall have the right to cancel the franchise license issued to Grantee if Grantee fails to comply with any material and substantial provision of this Ordinance or the franchise agreement entered into pursuant thereto. Cancellation by Fairfield County shall be by resolution of the Fairfield County Council in accordance with the following procedure:

- (a) The County Council shall notify Grantee in writing of the alleged failure of compliance and give Grantee a reasonable opportunity for not less than one hundred twenty (120) days to correct such failure, or to present facts or argument in refutation of the alleged failure; provided, however, that Grantee shall within fifteen (15) days of its receipt of notice of the alleged failure reply in writing to the County Council concerning what steps it intends to take to remedy the alleged failure.
- (b) If at the end of the said one hundred twenty (120) day period, the County Council concludes that there is a basis for cancellation of the franchise agreement, it shall so notify the Grantee in writing of the grounds therefore.
- (c) If within a reasonable time the Grantee does not remedy or put an end to the alleged failure, the Council may, after conducting a public hearing and having provided notice to the Grantee, cancel the franchise agreement if it determines that such action is warranted.

- 14.2 Grantor may also cancel the franchise agreement if the Grantee fails to receive all required governmental authorization for the construction, operation and ownership of the system.

15. Abandonment or Removal of Franchise Property.

- 15.1 In the event that the use of any material portion of the system is discontinued for a period of twelve (12) consecutive months, Grantee shall be deemed to have abandoned that portion of the system.
- 15.2 Grantor, upon such terms as Grantor may impose, may give Grantee permission to abandon, without removing, any system facility or equipment directly constructed, operated or maintained under the franchise. Unless such permission is granted or unless otherwise provided in this Ordinance, the Grantee shall remove all abandoned facilities and equipment upon receipt of written notice from Grantor and shall restore the street to its former state at the time such facilities and equipment were removed, as near as may be reasonably accomplished, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or other attachments. Grantor shall have the right to inspect and approve the condition of the public rights-of-way prior to and after removal. The liability, indemnity and insurance provisions of this Ordinance and the performance bond as provided herein shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this section.
- 15.3 Upon abandonment of any portion of the system in place, the Grantee, if required by the Grantor, shall submit to the Grantor an instrument, satisfactory in form to the Fairfield County Council, transferring to the Grantor the ownership of that portion of the system.
- 15.4 At the expiration of the term for which the franchise is granted, or upon its revocation or earlier expiration, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all above ground portions of the system from all streets and public ways within the County within a reasonable period of time, which shall not be less than one hundred eighty (180) days, or within such reasonable additional period as may be required.
- 15.5 Notwithstanding anything to the contrary set forth in this Ordinance, Grantee may abandon any underground portion of the system in place so long as it does not materially interfere with the use of the street or public rights-of-way in which such portion of the system is located. The Grantee shall not be required to remove any portion of the system that has been abandoned or deemed

abandoned in accordance with the provisions of this Ordinance unless it constitutes a substantial portion of the system.

16. Limitations on Franchise Agreement. The rights granted by the franchise agreement shall be subject to all franchises and permits heretofore granted by the Fairfield County Council for the use of the streets of the County by other public utilities or public service corporations. It is not intended by the franchise agreement provided by this Ordinance to abridge the exercise of the police power heretofore or hereafter granted to the County by the General Assembly. The grant of a franchise license to the Grantee shall be subject to all ordinances and resolutions of the Fairfield County Council as the same now or may hereafter exist in the lawful exercise of any power granted to the County by the General Assembly.

17. Waivers. Grantor shall have the right to waive any provision of the franchise agreement, except those required by Federal or State statutes or regulations, if the Grantor determines (i) that it is in the public interest to do so, and (ii) that the enforcement of such provision will impose an undue hardship on the Grantee or the subscribers.

18. Rights of Individuals.

- 18.1 Grantee shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.
- 18.2 Grantee shall adhere to the applicable equal employment opportunity requirements of the FCC and applicable state regulations, as now written or as amended from time to time.

19. Severability. If any provision of this Ordinance is held by any court or by any federal or state agency of competent jurisdiction to be invalid as conflicting with any federal or state law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Ordinance, and such holding shall not affect the validity and/or enforceability of all other provisions hereof.

20. Effective Date. This Ordinance shall take effect upon its adoption.

ADOPTED THIS 12TH DAY OF FEBRUARY, 2001.

First Reading	11/27/2000
Second Reading	12/11/2000
Third Reading	02/12/2001
Public Hearing	02/12/2001

FAIRFIELD COUNTY COUNCIL

BY: David Ferguson Sr
Chairman

ATTEST: Sheryl M Brown
Clerk to Council