

Not Repealed

Repealed by Ord 87
The mOK

ORDINANCE NUMBER 66

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA GRANTING A NON-EXCLUSIVE FRANCHISE AGREEMENT TO SOUTHEAST FLORIDA CABLE, INC. D/B/A ADELPHIA CABLE COMMUNICATIONS FOR A PERIOD OF TEN (10) YEARS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Golf deems it to be in the best interest of its residents to provide for the enhancement of communications system within the Village; and

WHEREAS, the Village of Golf granted a nonexclusive cable television franchise to Centel Cable Television Company of Florida in 1982 for a period of twenty (20) years, and that franchise agreement has expired; and

WHEREAS, Southeast Florida Cable, Inc. doing business as Adelphia Cable Communications acquired all of the issued and outstanding stock of Centel Cable Television Company; and

WHEREAS, the Village Council has considered the economic impact upon private property within the Village, the public need for the franchise, the capacity of the public rights-of-way to be used by the cable system, the disruption and resultant inconvenience which may occur to the public, and the financial ability of the applicant to perform; and

WHEREAS, the Village of Golf has set forth the terms and conditions of a nonexclusive franchise in the attached agreement, entitled CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT and attached hereto as EXHIBIT "A";

NOW, THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, THAT:

SECTION 1. The Village Council hereby adopts the attached agreement entitled "CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT" attached hereto as EXHIBIT "A".

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. Should any section or provision of this Ordinance or any portion thereof, any paragraph, any sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

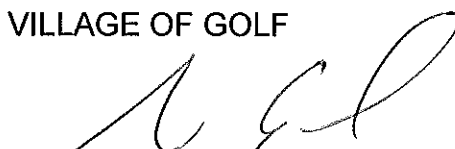
SECTION 4. This Ordinance shall take effect upon approval by the Village Council and acceptance by the Franchisee as provided for the in Agreement.

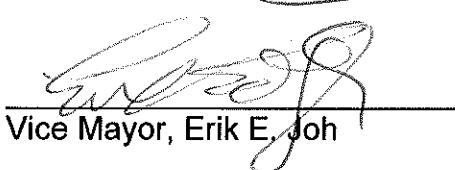
FIRST READING THIS 22nd DAY OF OCTOBER 2003.

SECOND AND FINAL READING THIS 26th DAY OF NOVEMBER 2003.

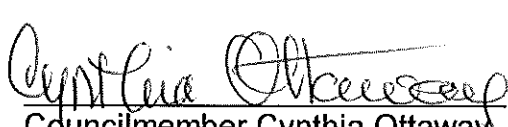
PASSED AND ADOPTED THIS 26th DAY OF November, 2003.

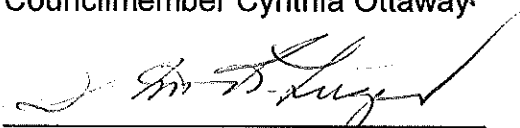
VILLAGE OF GOLF


Mayor, Michael E. Botos


Vice Mayor, Erik E. Joh


Treasurer William Rodawig


Councilmember Cynthia Ottaway


Councilmember William Lugar

ATTEST:


Village Clerk

Approved as to form and
Legal sufficiency:


Village Attorney

Exhibit "A"
CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT

AN AGREEMENT GRANTING A FRANCHISE TO SOUTHEAST FLORIDA CABLE, INC. D/B/A ADELPHIA CABLE COMMUNICATIONS (THE FRANCHISEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE VILLAGE OF GOLF, FLORIDA (THE VILLAGE); SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM.

PREAMBLE

The Village does ordain that it is in the public interest to permit the use of property within the Village for the construction, maintenance, and operation of a Cable Communications System under the terms of this franchise, said public purpose being specifically the enhancement of communications within the territorial boundaries of the Village, the expansion of communications opportunities outside the territorial boundaries of the Village.

SECTION 1. STATEMENT OF INTENT AND PURPOSE

The Village intends, by the adoption of this Franchise, to continue the development and operation of a Cable System. This development can contribute significantly to the communications needs and desires of many individuals, associations and institutions.

SECTION 2. SHORT TITLE

This Agreement shall be known and cited as the "Village of Golf Cable Franchise Agreement." Within this document it shall also be referred to as "this Franchise" or "the Franchise."

SECTION 3. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 3.01 Basic Service" means a group or groups of Cable Services distributed over the cable system consisting of any service tier which includes the retransmission of local television broadcast signals.
- 3.02 Cable Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996, and as may be further amended throughout the duration of this Cable Franchise Agreement.
- 3.03 Cable Service" means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- 3.04 Village Council means the governing body of the Village.
- 3.05 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
- 3.06 "Gross Revenues" shall mean all revenues actually collected by the Franchisee with the intent to include the maximum revenue allowed under federal law, as may be amended throughout the duration of this Franchise agreement.
- 3.07 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- 3.08 "Signal" means any transmission of radio frequency energy or of optical information.
- 3.09 "Subscriber" means any person or entity who lawfully subscribes to any cable service whether or not a fee is paid for such service.
- 3.10 "Normal Business Hours" means and includes for each day from at least 9:00 a.m. Eastern Time through 5:00 p.m. Eastern Time, those hours during which most similar business in the community are open to serve customers, together with some evening hours at least one (1) night per week and/or weekend hours, all of which are clearly identified on each Subscriber's monthly billing.
- 3.11 "Normal Operating Conditions" means and includes those service conditions which are within the control of the Cable Operator, including without limitation those within the control of the Cable Operator's subcontractors, suppliers, materialmen and/or laborers. Those conditions which are not within the control of the Cable Operator include natural disasters, civil disturbances, union strikes, power outages, telephone network outages, and severe or unusual conditions. Those conditions which are ordinarily within the control of the Cable Operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or season demand periods, and maintenance or upgrade of the Cable System.
- 3.12 "Service Interruption" is synonymous with the phrase "service outage," and means the Subscriber's loss of pictures (video) and sound (audio) or both (video and audio) on one or more cable channel of the Cable System.

SECTION 4. GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 4.01 Grant of Franchise. The Village hereby grants to Franchisee the non-exclusive right to construct, operate and maintain in, on, along, across, above, over and under the street, easements, alleys, lanes and designated areas of the Village, the poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable Communications System throughout the Village of Golf.
- 4.02 Franchise Term. This Franchise shall commence upon acceptance by the Franchisee as defined herein and shall be in full force and effect for a period of ten (10) years, unless renewed, revoked or terminated sooner as herein provided.

- 4.03 Area Covered. This franchise is granted for the territorial boundary of the Village and for any area henceforth added thereto during the term of the Franchise.
- 4.04 Police Powers. Franchisee's rights are subject to the police powers of the Village to adopt and enforce Agreements necessary to the health, safety and welfare of the public. Franchisee shall comply with all generally applicable laws and Agreements enacted by the Village pursuant to that power.
- 4.05 Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given as follows:

If to Village: Carrie Parker Hill
Village Manager
Village of Golf
21 Country Road
Village of Golf, FL 33436

With Copy To: Corbett & White
Ms. Trela White, Esq.
309 Lake Avenue
Lake Worth, FL 33460

If to Franchisee: Adelphia Communications Corporation
Attn: Legal Department
One North Main Street
Coudersport, PA 16915

With Copy To: Southeast Florida Cable, Inc.
Area Manager
2001 West Blue Heron Blvd.
Riviera Beach, FL 33404

Such address and phone numbers may be changed by either party upon notice to the other party given as provided in this section.

SECTION 5. SYSTEM DESIGN AND SERVICE CONNECTIONS

- 5.01 System Design. Franchisee shall maintain its cable system at 750 MHz or better in accordance with all FCC regulations throughout the term of this franchise.
- 5.02 Franchisee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for any maintenance or upgrade of the cable communications system, in addition to any other requirements or procedures reasonably specified by the Village which are consistent with the

franchise and are generally applicable to all entities involved in construction in the Village's easements or designated areas.

5.03 Cable Service Connections.

- A. Residential Connections: After cable service has been established by activating trunk and distribution cable for any area, Franchisee shall provide cable service to any household requesting cable service within that area seven (7) days from the date of request, provided that the household is located within 150 feet of the existing system and the installation is a Standard Installation.
- B. Technical Standards: The system shall be designed, constructed and operated so as to meet or exceed those technical standards promulgated by the Federal Communications Commission relating to Cable Systems contained in subpart K of part 76 of the Federal Communications Commission's rules and regulations as may from time to time, be amended. Franchisee agrees to use reasonable efforts to maintain the System at the state of the art then prevailing in the cable television industry, to the extent economically and technically feasible.
- C. No Charge Cable Service: Franchisee will provide and maintain basic cable service at no charge to the Village of Golf Library. Franchisee will bring its connection to a specified exterior demarcation point mutually agreed upon by Franchisee and the Village. In addition, the Franchisee will provide and maintain basic cable service at no charge to the Country Club of Florida due to the amount of property utilized by the Franchisee on the Golf Course.

SECTION 6. SERVICE PROVISIONS

- 6.01 Programming Decisions. All programming decisions shall be at the sole discretion of the Franchisee so long as consistent with rules and regulation of the Federal Communications Commission and applicable federal law. Franchisee agrees to use reasonable efforts to maintain programming services at a level then prevailing in the cable television industry, to the extent economically and technically feasible.
- 6.02 Emergency Alert System. Franchisee will comply with the FCC's Emergency Alert System requirements throughout the term of this franchise. Village agrees not to use or allow to be used its designated access channels to provide commercial or revenue-generating services provided, however, that Village may cablecast acknowledgements of funding sources and the underwriting or programming costs.

SECTION 7. CONSTRUCTION PROVISIONS

7.01 Construction Standards.

- A. All construction practices shall be in accordance with all applicable sections of federal law, including, but not limited to, the Occupational Safety and Health Act of 1970, as amended, as well as all state and local codes where applicable.
- B. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code, as amended.
- C. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, state or local laws, codes and regulations.
- D. All of the Franchisee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the Village may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Franchisee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

7.02 Construction Codes and Permits

- A. Franchisee shall obtain all required permits from the Village before commencing any work requiring a permit, including the opening or disturbance of any street, utility easement, designated area or any other property within the Village. Franchisee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the system in the Village.
- B. The Village shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests (at its own expense) as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

7.03 Repair of Public and Private Property. Any street, easement, driveway, the Golf Course (which is owned and operated by the Country Club of Florida) and any

public or private property, which is disturbed or damaged during construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be promptly repaired by the Franchisee, at its expense, to a condition as good as that prevailing prior to the Franchisee's construction. The Village shall have the right to require that it approve repairs performed by the Franchisee; such approval shall not be unreasonably withheld.

- 7.04 Use of Existing Poles. Franchisee shall not erect, for any reason, any pole on or along any street, easement or designated area in an existing aerial utility system without the advance written approval of the Village. Franchisee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.
- 7.05 Undergrounding of Cable. Cable shall be installed underground at Franchisee's expense where both the existing telephone and electrical utilities are already underground. Franchisee shall place cable underground in newly platted area in concert with both the telephone and electrical utilities. In the event that telephone or electric utilities are reimbursed by the Village or any agency thereof for the placement of cable underground or the movement of cable, the Franchisee shall be reimbursed upon the same terms and conditions as the telephone or electric utilities.
- 7.06 Reservation of Rights.
- A. Nothing in this Franchise shall be construed to prevent the Village from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating an/or altering any street, easement or designated area ; construction, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 - B. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Franchisee.
 - C. If any such property of Franchisee shall interfere with the construction or relocation, maintenance or repair of any street, easement, designated area or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street, easement, designated area or any other public improvement, thirty (30) days notice shall be given to Franchisee by the Village and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Franchisee in such a manner as shall be directed by the Village so that the same shall not interfere with the said public work of the Village, as determined by the Village, and such removal or replacement shall be at the expense of the Franchisee. Should, however, any utility company be reimbursed for relocation of its facilities as part of the same work that requires the Franchisee to remove its facilities, the Franchisee shall be reimbursed upon the same terms and conditions as utilities.

- 7.07 Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Franchisee's facilities while performing any work connected with grading, regarding, or changing the line of any street, easement, designated area or public place or with the construction or reconstruction of any sewer or water system.
- 7.08 Trimming of Trees. Franchisee shall have the authority to trim trees upon and hanging over public streets, public alleys, public sidewalks, easements, designated areas and public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of Franchisee; provided, however, all trimming shall be done, at the expense of Franchisee, under the supervision and direction of the Village.
- 7.09 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Franchisee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets, easements, designated areas, and any other public property of the Village, upon two (2) weeks notice by the Village to Franchisee, Franchisee shall move at the expense of the person requesting the temporary removal such of his facilities as may be required to facilitate such movements. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Franchisee's wire's, cables, poles or other facilities results in temporary service disruptions.

SECTION 8. OPERATION AND REPORTING PROVISIONS

8.01 Open Books and Records

The Village shall have the right to inspect and/or audit, upon two (2) weeks written notice, at any time during normal business hours at the system office all books, records, maps, plans, financial statements, service complaint logs, performance test results, record of requests for service and other like materials of Franchisee which are reasonably necessary to monitor compliance with the terms of this Franchise. Franchisee shall be given two (2) weeks written notice of the inspection and/or audit and description, to the best of the Village's ability, of the books, records, documents and equipment it wants to inspect and/or audit. All costs incurred in connection with the performance of an inspection and/or audit shall be borne by the Village.

- 8.02 Communication with Regulatory Agencies. Copies of all petitions, applications, communications and reports submitted by Franchisee or on behalf of or relating to Franchise to the FCC, Securities and Exchange Commission or an other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting the system authorized pursuant to this Franchise shall be sent to the Village upon request. Copies of responses from the regulatory agencies to Franchisee shall likewise be sent to the Village upon request.

- 8.03 Franchisee shall maintain on file for the Village to review a current map or set of maps showing the location of system and all equipment installed or in place in streets, easements, designated area and other public or private places.

SECTION 9. CONSUMER PROTECTION SERVICES

- 9.01 It is the intent of the Village in enacting this Agreement to protect consumers of the Cable System(s) and Cable Operator(s) in the Village by establishing and providing for customer service standards, including without limitation procedural rules and enforcement mechanisms for implementation of customer service standards by the Cable Operator, and providing penalties. This Section should be liberally construed to accomplish and effectuate its purpose as a consumer protection clause to establish and provide for Cable System and Cable Operator service standards, with penalties for a violation, repeat violation and cumulative violation(s) of such customer service standards.
- 9.02 Customer Service Standards. Franchisee agrees that it shall comply with the minimum standards set forth in the rules and regulation of the FCC regarding consumer service and customer protection. Franchisee agrees that it shall also comply with the standards of the National Cable Television Association regarding consumer service and customer protection.
- 9.03 Cable System Office Hours and Telephone Availability. Under Normal Operating Conditions each of the following "office hour and telephone availability" criteria for this Standard must be met:
- A. Each Cable Operator must maintain a local, toll-free or collect call telephone line which must be available to its Subscribers twenty-four (24) hours a day seven (7) days a week.
 - 1. Trained Cable Operator representatives shall be readily available on the telephone line to respond to customer telephone inquiries and complaints during Normal Business Hours.
 - 2. After Normal Business Hours, the telephone line may be answered by a service or an automated response system, including an answering machine, so long as such calls, inquiries and/or complaints received after Normal Business Hours are responded to by a trained Cable Operator representative on the next business day.
 - B. Under Normal Operating Conditions, telephone answer time by a Cable Operator representative, including wait time, shall not exceed thirty (30) seconds from when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.
 - C. Under Normal Operating Conditions, a Subscriber calling a Cable Operator may receive a busy signal no greater than five (5) minutes.
 - D. Customer Service Center and bill payment locations must open at least during Normal Business Hours and shall be conveniently located.
 - E. The Cable Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above.

A violation of this standard will occur when the Village receives five (5) or more documented or recorded "office hour and telephone availability" complaints concerning any of the criteria set forth in foregoing subsection (A), (B), (C), and (D) in any thirty (30) day period. All such complaints shall be either in writing or recorded on the Village's cable complaint log maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such complaint. No anonymous complaints will be permitted as satisfying this five (5) or more documented or recorded complaint total. The Village will maintain, at its regulatory administrative expense, a cable complaint log and file of documented complaints.

9.04 Customer Service Standard - Installations, Service Interruptions, and Service Calls. Under Normal Operating Conditions, each of the following criteria for this Standard must be met:

- A. Standard installations must be performed within seven (7) business days after and order has been placed. "Standard" installations are those that are located up to one hundred fifty (150) feet from an existing Cable System distribution lines. Other than Standard installations must be commenced as soon as reasonably practicable but no later than twenty-one (21) days after an order has been placed and shall be diligently constructed to completion.
- B. Excluding conditions beyond the control of the Cable Operator, the Cable Operator must begin working on a Service Interruption, sometimes formerly a "service outage," promptly and in no event later than twenty-four (24) hours after the interruption becomes known or is reported to the Cable Operator, whichever is earlier, and must diligently work to restore service.
- C. The "appointment window" alternatives for installations, service calls, and other Cable Operator activities for a Subscriber shall be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Cable Operator may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the Subscriber.
- D. A Cable Operator may not cancel an appointment with a Subscriber after Normal Business Hours on the business day prior to the day of the scheduled appointment.
- E. If a Cable Operator representative is running late for an appointment with a Subscriber and is not able to keep the appointment as scheduled, such representative shall be given two (2) additional hours if such representative contacts the Subscriber and the Subscriber agrees. Otherwise, the appointment will be rescheduled as soon as possible, at a time which is convenient for the Subscriber.

A violation of this standard will occur when the Village receives five (5) or more documented or recorded "installation, service interruption or service call" complaints concerning any of the criteria set forth in foregoing subsection (A), (B), (C), (D), and (E) in any thirty (30) day period. All such complaints shall be either in writing or recorded on the Village's cable complaint log

maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such complaint. No anonymous complaints will be permitted as satisfying this five (5) or more documented or recorded complaint total. The Village will maintain, at its regulatory administrative expense, a cable complaint log and file of documented complaints.

9.05 Customer Service Standard - Communications Between a Cable Operator and the Cable Operator's Subscribers. Under Normal Operating Conditions, each of the following "communications between a Cable Operator and the Cable Operator's Subscriber's" criteria for this Standard must be met:

A. Notification to Subscribers.

1. Each Cable Operator shall provide complete and clear written information on each of the following subjects at the time of installation of service, at least annually to all Subscribers and the Village, and at any time upon request:
 - a) Products and services offered;
 - b) Prices and options for programming services and conditions of subscription to programming and other services;
 - c) Installation and service maintenance policies;
 - d) Instructions on how to use the cable service;
 - e) Channel positions of programming carried on the system; and
 - f) Billing and complaint procedures, including the address and telephone number of the Cable Operator's cable office, and the Village Hall.
2. Each Cable Operator must notify its respective Subscribers, with one copy of such notice to the Village, of any changes in rate, programming services and/or channel positions as soon as possible through announcements on the cable system or in writing. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Cable Operator. In addition, each Cable Operator shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding subsection (1).

B. Billing.

1. Bills must be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills

must also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

2. In case of billing dispute, the subject Cable Operator must respond to a written complaint from a Subscriber within thirty (30) days.
- C. Refunds. Refund checks must be issued promptly but no later than either
1. The Subscriber's next billing cycle following resolution of the request or forty-five (45) days, whichever is earlier, or
 2. The return of the equipment supplied by the Cable Operator if service is terminated.
- D. Credits and/or Reimbursements. Credits and/or reimbursements for service must be issued no later than the Subscriber's next billing cycle following the determination that a credit or reimbursement is warranted.

A violation of this standard will occur when the Village receives five (5) or more documented or recorded "communications between Cable Operator and the Cable Operator's Subscribers" complaints concerning any of the criteria set forth in foregoing subsection (A), (B), (C), and (D) in any thirty (30) day period. All such complaints shall be either in writing or recorded on the Village's cable complaint log maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such complaint. No anonymous complaints will be permitted as satisfying this five (5) or more documented or recorded complaint total. The Village will maintain, at its regulatory administrative expense, a cable complaint log and file of documented complaints.

9.06 Customer Service Standard - Communications Between the Cable Operators and the Village. Under Normal Operating Conditions, each of the following "communications between Cable Operators and the Village" criteria for this Standard must be met:

- A. Each Cable Operator must provide the Village, on request not more frequently than on an annual basis, detailed activity reports relating to Subscriber service activities and itemized complaints of only Village Subscribers, including all criteria for Standards described in this Agreement.
- B. Each Cable Operator must provide thirty (30) days advance written notice to the Village of all programming changes with stated reasons, and may be required to appear in front of the Village Council, at a regular scheduled Village Council meeting to explain all programming and rate changes prior to such changes going into effect.
- C. In addition to its own telephone number, each Cable Operator must list the Village Hall phone number on a Subscriber's monthly cable bill, and identify this number as the Franchise authority number to call for making complaints about the Cable Operator only.

A violation of this Standard will occur upon any failure or refusal of a Cable Operator to timely perform any criteria set forth in foregoing subsections (A) through (C) inclusive of this section of this Agreement. Each violation will be subject to a fine which shall not exceed One Hundred Dollars (\$100) for the first violation of Five Hundred Dollars (\$500) for each repeat violation.

- 9.07 Cumulative Violations. If the cumulative total of customer service standard complaints, in Section 9 inclusive above, in any thirty (30) day period equals seven (7) complaints, then the Cable Operator shall be in violation of this Agreement and subject to a fine of One Hundred Dollars (\$100) for a first violation or Five Hundred Dollars (\$500) for a repeat violation, a repeat violation shall include five (5) or more complaints per Standard as identified in Section 9 inclusive above during any thirty (30) day period subsequent to the first violation. All such complaints shall be either in writing or recorded in the Village's cable complaint log maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such a complaint. No anonymous complaints will be permitted as satisfying this complaint total. The Village will maintain, at its regularity administrative expense, a cable complaint telephone log and file of documented complaints.

In the event that a customer files two (2) or more complaints of the same nature such as service outages as defined herein, during a thirty (30) day period, Franchisee shall credit the customer's account accordingly.

9.08 Penalties/Enforcement Procedures.

- A. In the event any Cable Operator violates any of the Subscriber Service Standards as set forth in Section 9 of this Agreement, the Cable Operator will be notified in writing and will be required to pay a specified fine within thirty (30) days of receipt of the written notice. The written notice will be Certified Mail, Return Receipt Requested.
- B. Violations will be subject to fines and shall not exceed Five Hundred Dollars (\$500) for the first violation or One Thousand Dollars (\$1,000) for a repeat violation as determined by the Village Manager.
- C. Each Cable Operator will be permitted to review all records of the complaints at any reasonable time on reasonable notice.
- D. The subject Cable Operator will have the opportunity to appeal the violation directly by the Village Council provided the appeal is in writing setting forth all reasons for appeal and delivered to Village Hall within thirty (30) days of receipt of the written notice of violation and fine. In the event of an appeal, the fine shall be stayed until the appeal has been heard and determined by the Village Council.
- E. If the subject Cable Operator is aggrieved by a decision of the Village Council on any appeal of a violation and/or appeal of a fine, the Cable Operator may appeal the decision of the Village Council by applying to the Circuit Court for the Fifteenth Judicial Circuit for a writ of certiorari

to review such decision provided such appeal is filed within thirty (30) days of such decision or such Village Council decision shall be final.

- F. If the subject Cable Operator fails to pay the fine within the designated thirty (30) day period, or if appealed, within thirty (30) days after the appeal decision becomes final, an additional fine of One Hundred Dollars (\$100) shall be assessed for each additional thirty (30) days during which both the payment and the additional fine(s) are not received by the Village.

9.09 Charges for Disconnection or Downgrading Service. Franchisee may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when a subscriber requests total disconnection from the system.

9.10 Parental Control. Franchisee shall provide parental control devices, at reasonable cost, to subscribers who wish to be able to prevent certain data Cable Service entering the Subscriber's home.

SECTION 10. COMMUNICATION SERVICE TAX PAYMENTS

- 10.01 Franchisee shall pay to the State of Florida a communication service tax as filed with the State of Florida, Department of Revenue.
- 10.02 Payments due the Village under this provision shall be computed and payable as directed by the State of Florida, Department of Revenue.
- 10.03 The Franchisee shall pay the Village a non-refundable application or renewal filing fee, as the case may be, of Five Hundred Dollars (\$500.00) by certified check or cashiers check made payable to the Village.
- 10.04 Should the communication service tax be repealed or found unlawful, a franchise fee of 5% or the maximum allowed by the State of Florida shall be charged on the Franchisees gross revenues as defined herein.

SECTION 11. INSURANCE/INDEMNIFICATION REQUIREMENTS

11.01 Liability Insurance.

- A. Franchisee shall maintain, throughout the term of the Franchise, liability insurance or excess liability insurance insuring Franchisee and fulfilling the indemnification outlined below in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) Person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one accident;
 3. Three Million Dollars (\$3,000,000.00) for all other types of liability.

- B. Franchisee shall furnish to the Village a certificate evidencing that a satisfactory insurance coverage has been obtained. Such insurance coverage shall provide that the Village is an additional insured and provide that the Village should be notified thirty (30) days prior to any expiration or cancellation.
 - C. The Franchisee shall maintain Worker's Compensation insurance as required by State law.
2. Indemnification.
- A. The Franchisee shall indemnify, defend, and hold harmless the Village, its agents and employees for all damages and penalties, at all times during the term of this Franchise, as a result of the Franchisee's negligent acts or omissions relating to its operation of the System. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, and fire. These damages and penalties shall not include damages arising out of any negligent or malicious act or omission on the part of the Village, its employees, agents or licensees.
 - B. In order for the Village to assert its rights to be indemnified, defended or held harmless, the Village must;
 - 1. Promptly notify Franchisee of any claim or legal proceeding which gives rise to such right;
 - 2. Afford Franchisee the opportunity to participate in and measurably control any compromise, settlement, or other resolution or disposition of such claim or proceeding, provided any such compromise or settlement does not admit liability or fault on the part of the Village; unless, however, the Village, in its sole discretion, determines that its interests cannot be represented in good faith by Franchisee in which case the Franchisee shall be excused from any further obligation to indemnify the Village; and
 - 3. Fully cooperate with the reasonable requests of Franchisee, at Franchisee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph (2) above.

SECTION 12. VIOLATIONS AND REVOCATION

12.01 Franchise Violations.

- A. Whenever the Village finds that Franchisee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Franchisee. The written notice shall describe in reasonable detail the alleged violation so as to afford Franchisee an opportunity to remedy the violation. Franchisee shall have thirty (30)

days subsequent to receipt of the notice in which to either correct the violation or diligently be acting toward correction of the problem. Franchisee may, within ten (10) business days of receipt of notice, notify the Village that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Franchisee to the Village shall specify with particularity the matters disputed by Franchisee and shall stay the running of the above-described time.

1. The Village shall hear the Franchisee's dispute at a regularly or specially scheduled meeting. The Village shall determine if Franchisee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Franchisee may petition for reconsideration.
 2. If after hearing the dispute the claim is upheld by the Village, Franchisee shall have ten (10) business days from such a determination to remedy the violation or failure.
- B. The time for Franchisee to correct any alleged violation may be extended by the Village if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Franchisee commences the corrective action within the thirty (30) day period and thereafter used reasonable diligence to correct the violation.
- C. In accordance with the procedures set forth in this Section 12.
1. In the event of a failure to complete the system construction or reconstruction, unless the Council specifically approves the resulting delay or default by motion or resolution, due to the occurrence of conditions beyond the Franchisee's control, Franchisee shall pay One Hundred Dollars (\$100.00) per day for each day, or part thereof, the deficiency continues.
 2. In the event of a failure to provide upon written request, data, documents, reports, information, or to cooperate with the Village during an application process of cable system review, Franchisee shall pay Fifty Dollars (\$50.00) per day, or part thereof, that each violation occurs or continues.
 3. In the event of a failure to test, analyze and report on the performance of the system following a written request pursuant to this Article, Franchisee shall pay to the Village One Hundred Dollars (\$100.00) per day for each day or part thereof, that such noncompliance continues.
 4. In the event of a failure to provide in a continuing manner the types of services as described herein, unless the Council specifically, approves for the Franchisee a delay or change, or the Franchisee has obtained modification of its obligation under Section 635 of the Cable Communications Policy Act of 1984; the

Company shall pay to the Village One Hundred Dollars (\$100.00) per day for each day or part thereof, that each noncompliance continues.

5. In the event that forty-five (45) days following adoption of a resolution by the Village Council determining a failure of the Franchisee to comply with operational, maintenance or technical standards, the Franchisee shall pay to the Village One Hundred Dollars (\$100.00) for each day, or part thereof, that such noncompliance continues.
6. In the event of a failure to provide, upon request, data, documents, reports, information, or to cooperate with the Village during an application process or Cable System review, or to materially comply with Consumer Protection Service provisions contained in Section 9 of this Franchise, Franchisee shall pay Fifty (\$50.00) per day, or part thereof, for each violation that occurs or continues.

12.02 Franchise Revocation. In addition to all other rights which the Village has pursuant to law or equity, the Village reserves the right to suspend, revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that:

- A. Franchisee materially breaches this Franchise including, but not limited to any of the following circumstances each of which shall constitute a material breach of the Franchise:
 1. If the franchise was fraudulently obtained.
 2. If the Franchisee should default in the performance of any material obligations under the Agreement or the Agreement under which this franchise is granted. Within thirty (30) days written notice thereof to the Franchisee, the Franchisee shall be afforded the opportunity to cure such defects.
 3. If the Franchisee should fail to provide or maintain in full force and effect the liability and indemnification coverages, or the performance bonds or the equivalent as required herein.
 4. The Franchisee attempts to dispose of any of the facilities or property of its cable communications system to prevent the Village from recovering any payments due or any losses or damages arising out of the franchise.
 5. The Franchisee has transferred or has attempted to transfer ownership or control of the franchise without necessary prior approval of the Village.
 6. The Franchisee attempts to evade any material provision of this article or franchise by a pattern of fraud or deceit; or

- B. Franchisee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and the Franchisee's creditors or Trustee in Bankruptcy does not agree to fulfill and be bound by all requirements of this Franchise upon the request of the Village.

12.03 Revocation Procedures. In the event that the Village determines that Franchisee has violated any material provision of the Franchise, or any material applicable federal, state or local law, the Village may make a written demand on Franchisee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Village shall determine whether or not such violation, breach, failure, refusal or neglect by Franchisee is due to acts of God or other causes which result from circumstances beyond Franchisee's control. Such determination shall not unreasonably be withheld.

- A. At Franchisee's option, a public hearing shall be held and Franchisee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Franchisee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall affirmatively recite the causes that need to be shown by the Village to support a revocation.
- B. If notice is given and, at Franchisee's option, after a full public proceeding is held, the Village determines there is a violation, breach, failure, refusal or neglect by Franchisee, the Village shall direct Franchisee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as Village may direct.
- C. If after a public hearing it is determined that Franchisee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, occurrence of such an event. Such causes beyond Franchisee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.
- D. If, after notice is given and, at Franchisee's option, a full public proceeding is held, the Village determines there was a violation, breach, failure, refusal or neglect, then the Village may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Village may fix, such period not to be less than thirty (30) days.
- E. The issue of revocation shall automatically be placed upon the Village Council agenda at the expiration of the time set by it for compliance. The Village then may terminate Franchisee forthwith upon finding that

Franchisee has failed to achieve compliance or may further extend the period, in its discretion.

- F. If the Village, after notice is given and, at Franchisee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or other remedy, legal or equitable. Franchisee may continue to operate the system until all legal appeals procedures have been exhausted.

SECTION 13. FORECLOSURE AND RECEIVERSHIP

- 13.01 Foreclosure. Upon the foreclosure or other judicial sale of the system, Franchisee shall notify the Village of such fact and such notification shall be treated as a notification that a change in control of Franchisee has taken place.
- 13.02 Receivership. The Village shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, ninety (90) days after the appointment of a receiver or trustee to take over and conduct the business of Franchisee, 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 ninety (90) days, or unless:
- A. Within ninety (90) days after his election or appointment, such receiver or trustee shall have complied with all the material provisions of this Franchise and remedied all defaults thereunder; and,
- B. Such receiver or trustee, within said ninety (90) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustees assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 14. REMOVAL TRANSFER AND PURCHASE

- 14.01 Removal after Revocation or Expiration.
- A. At the expiration of the present and all subsequent renewal terms for which the Franchise is granted, or upon its revocation, as provided for, Franchisee shall have the right to remove, at Franchisee's expense, all or any portion of the System from all streets, easements, designated areas and public property within the Village. In so removing the System, Franchisee shall refill and compact at its own expense, any excavation that shall be made and shall leave all streets, easements, designated areas, and all other public property as well as driveways, the Golf Course (which is owned and operated by the Country Club of Florida) and all other private property in as good a condition as that prevailing prior to Franchisee's removal of the System, including landscaping replacement, and without affecting, altering or disturbing in any way electric, telephone or utility, cable wires or attachments. The Village, or its delegation, shall have the right to inspect and approve the condition of such property after removal.

- B. If Franchisee has failed to commence removal of the System, or such part thereof as was designated within thirty (30) days after written notice of removal is given, or if Franchisee has failed to complete such removal within a reasonable time year after written notice of removal is given, the Village shall have the right to exercise one of the following options:
1. Declare all right, title and interest to the System to be in the Village or its delegator with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or
 2. Cause the System, or such part thereof as the Village shall designate, to be removed at no cost to the Village. The cost of said removal shall be recoverable from the indemnity and penalty section provided for in the Franchise, or from Franchisee directly.

14.02 Sale or Transfer of Franchise.

- A. This franchise shall not be sold, assigned or transferred, either in whole or in part, or leased or sublet in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person without full compliance with the procedure set forth in this section.
- B. The provisions of this section shall only apply to the sale or transfer of all or a majority of Franchisee's assets, merger (including any parent and its subsidiary corporation), consolidation, or sale or transfer of stock in Franchisee so as to create a new controlling interest.
1. The parties to the sale or transfer shall make a written request to the Village for its approval of a sale or transfer. A transfer fee of Five Hundred Dollars (\$500.00) shall be made payable to the Village and be furnished with any request for sale, assignment or transfer.
 2. The Village shall act on the request referenced above within a 120 day time period.
 3. If a public hearing is deemed necessary pursuant to (ii) above, such hearing shall be commenced within thirty (30) days of such determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the Village.
 4. Within the thirty (30) days after the closing of the public hearing, the Village shall approve or deny in writing the sale or transfer request.

- C. In reviewing a request for sale or transfer pursuant to paragraph (A) above, the Village may only inquire into the legal, technical, character and financial qualifications of the prospective controlling party, and Franchisee shall assist the Village in so inquiring. Upon a demonstration of the transferee's qualifications, as set forth above, the Village shall approve the sale/transfer. The Village shall not unreasonably delay or withhold its approval. In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signator to this Franchise.

SECTION 15. RIGHTS OF INDIVIDUALS PROTECTED

- 15.01 Discriminatory Practices Prohibited. Franchisee shall not deny service, deny access, or otherwise discriminate against its subscribers, programmers or general citizens on the basis of race, color, religion, national origin, sex, or age. Franchisee shall comply at all times with all other applicable federal, state and Village laws, and all executive and administrative orders relating to non-discrimination.
- 15.02 Subscriber Privacy. Franchisee shall comply with all privacy provisions of Section 631 of Cable Act, as amended.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.01 Compliance With Laws. Franchisee and the Village shall conform to all state and federal laws and rules regarding cable television as they become effective, unless otherwise stated. Franchisee shall also conform during the entire term of the Franchise with all the Village Agreements, resolutions, rules, regulations, orders and requests heretofore or hereafter adopted that do or do not apply specifically to the provision of the Cable Service that are not preempted by federal law.
- 16.02 Compliance with Federal, State and Local Laws. If any term, condition or provision of the Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or inenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Franchisee and the Village.
- 16.03 Administration of Franchise.
- A. The Village shall have continuing regulatory jurisdiction and supervision over the System and the Franchisee's operation under the Franchise. The Village may issue such reasonable rules and regulations concerning the

construction, operation and maintenance of the System as are not inconsistent with the provisions of the Franchise.

- B. In accordance with applicable law, from and after the acceptance of the Franchise, the Village shall not allow any Person to construct, install or maintain within any street, easement or designated area in the Village, or within any other public property of the Village, or within any privately owned area within the Village, any equipment or facilities or disturbing any television signals or radio signals through a System, unless a multi-channel video service Franchise authorizing such use of such street or property or areas has first been obtained.

- 16.04 Administration of Franchise. This Franchise is a contract and except as to those changes which are the result of the Village's exercise of its police power, neither party may make any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to the Franchise must be made in writing, signed by Franchisee and the Village.
- 16.05 Emergency Use. In the case of any emergency or disaster, Franchisee shall, upon request of the Village, make available its System and related facilities to the Village for emergency use during the emergency or disaster period. Specifically the Franchisee shall provide and video override on all channels for transmission of emergency messages, such video override being in the form of a "crawl" information to be Superimposed on all channels (except where such insertion is prohibited by law).
- 16.06 Construction. This franchise shall be construed and enforced in accordance with the substantive laws of the State of Florida and without reference to its principals of conflicts of law.
- 16.07 Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Franchise.
- 16.08 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

SECTION 17. EFFECTIVE DATE: PUBLICATION AND TIME OF ACCEPTANCE

- 17.01 Publication: Effective Date. This Franchise shall be signed by the Mayor or acting Mayor and attested by the Clerk of the Village. The Franchise shall be published in accordance with the requirements of Village and state laws and shall take effect upon acceptance by Franchisee.
- 17.02 Acceptance. Franchisee shall have thirty (30) days from the date of adoption of this Franchise to accept this Franchise. Such acceptance by the Franchisee shall

be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place within thirty (30) days or such other time as the Village might allow, this Franchise shall be null and void.

VILLAGE OF GOLF

BY: _____

Mayor

ATTEST: _____

Village Clerk

DATE: _____

**SOUTHEAST FLORIDA CABLE, INC.
D/B/A Adelphia Cable Communications**

BY:  _____

ATTEST:  _____

DATE: 10-20-03

ACCEPTANCE OF CABLE TELEVISION SYSTEM FRANCHISE

Southeast Florida Cable, Inc. d/b/a Adelphia Cable Communications ("Franchisee") hereby accepts the franchise to construct and operate a cable television system offered by this Cable Television System Franchise Agreement of the Village Council of the Village of Golf, Florida ("Village"). By this acceptance, Franchisee agrees that it shall be bound by the terms and conditions of all laws, rules and regulations of the Village of Golf, Florida, as in effect of the date hereof.

Franchisee further agrees that it shall be bound by the terms and conditions set forth in the Franchise Agreement.

Franchisee declares that it has carefully read all relevant terms and conditions of the Village Code and this Franchise Agreement, and accepts and agrees to abide by same.

Franchisee further understands that this acceptance shall not be effective unless executed and filed with the Village no later than the close of business on _____, 2003 and accompanied by a non-refundable renewal filing fee of Five Hundred Dollars (\$500.00) and a Corporate Guaranty of the Franchisee's financial obligations pursuant to Section 10.03 and 10.04 of the Franchise Agreement in a form acceptable to the Village.

Franchisee shall be immediately bound to consent, maintain, and operate a cable television system under the terms and conditions set forth in the Village of Golf Cable Franchise Agreement as of the time and date it files this written acceptance and payments herein described with the Village.

Southeast Florida Cable, Inc.

By: _____

Title: _____ Senior Vice President

Date: _____ 10-20-03

Corporate Seal

State of Florida. to wit:

I HEREBY CERTIFY, that on this Oct 20 day of _____ 2003, before me, the subscriber Notary Public of the State of FLA, in and for Southeast FLA Cable, Inc. aforesaid, personally appeared Dan Hebert of and acknowledged the foregoing Acceptance of Cable Television System Franchise in Palm Beach County FLA to be the act and deed of said Company.

AS TO WITNESS my hand and Notary Seal.

NOTARY PUBLIC Lorraine Raymond

MY COMMISSION EXPIRES: 9/24/05

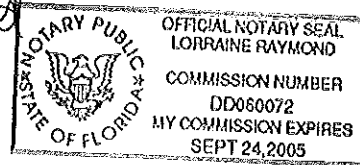


Exhibit "A"
CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT

AN AGREEMENT GRANTING A FRANCHISE TO SOUTHEAST FLORIDA CABLE, INC. D/B/A ADELPHIA CABLE COMMUNICATIONS (THE FRANCHISEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE VILLAGE OF GOLF, FLORIDA (THE VILLAGE); SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM.

PREAMBLE

The Village does ordain that it is in the public interest to permit the use of property within the Village for the construction, maintenance, and operation of a Cable Communications System under the terms of this franchise, said public purpose being specifically the enhancement of communications within the territorial boundaries of the Village, the expansion of communications opportunities outside the territorial boundaries of the Village.

SECTION 1. STATEMENT OF INTENT AND PURPOSE

The Village intends, by the adoption of this Franchise, to continue the development and operation of a Cable System. This development can contribute significantly to the communications needs and desires of many individuals, associations and institutions.

SECTION 2. SHORT TITLE

This Agreement shall be known and cited as the "Village of Golf Cable Franchise Agreement." Within this document it shall also be referred to as "this Franchise" or "the Franchise."

SECTION 3. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 3.01 Basic Service" means a group or groups of Cable Services distributed over the cable system consisting of any service tier which includes the retransmission of local television broadcast signals.
- 3.02 Cable Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996, and as may be further amended throughout the duration of this Cable Franchise Agreement.
- 3.03 Cable Service" means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- 3.04 "Village Council" means the governing body of the Village.
- 3.05 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
- 3.06 "Gross Revenues" shall mean all revenues actually collected by the Franchisee with the intent to include the maximum revenue allowed under federal law, as may be amended throughout the duration of this Franchise agreement.
- 3.07 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- 3.08 "Signal" means any transmission of radio frequency energy or of optical information.
- 3.09 "Subscriber" means any person or entity who lawfully subscribes to any cable service whether or not a fee is paid for such service.
- 3.10 "Normal Business Hours" means and includes for each day from at least 9:00 a.m. Eastern Time through 5:00 p.m. Eastern Time, those hours during which most similar business in the community are open to serve customers, together with some evening hours at least one (1) night per week and/or weekend hours, all of which are clearly identified on each Subscriber's monthly billing.
- 3.11 "Normal Operating Conditions" means and includes those service conditions which are within the control of the Cable Operator, including without limitation those within the control of the Cable Operator's subcontractors, suppliers, materialmen and/or laborers. Those conditions which are not within the control of the Cable Operator include natural disasters, civil disturbances, union strikes, power outages, telephone network outages, and severe or unusual conditions. Those conditions which are ordinarily within the control of the Cable Operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or season demand periods, and maintenance or upgrade of the Cable System.
- 3.12 "Service Interruption" is synonymous with the phrase "service outage," and means the Subscriber's loss of pictures (video) and sound (audio) or both (video and audio) on one or more cable channel of the Cable System.

SECTION 4. GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 4.01 Grant of Franchise. The Village hereby grants to Franchisee the non-exclusive right to construct, operate and maintain in, on, along, across, above, over and under the street, easements, alleys, lanes and designated areas of the Village, the poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable Communications System throughout the Village of Golf.
- 4.02 Franchise Term. This Franchise shall commence upon acceptance by the Franchisee as defined herein and shall be in full force and effect for a period of ten (10) years, unless renewed, revoked or terminated sooner as herein provided.

- 4.03 Area Covered. This franchise is granted for the territorial boundary of the Village and for any area henceforth added thereto during the term of the Franchise.
- 4.04 Police Powers. Franchisee's rights are subject to the police powers of the Village to adopt and enforce Agreements necessary to the health, safety and welfare of the public. Franchisee shall comply with all generally applicable laws and Agreements enacted by the Village pursuant to that power.
- 4.05 Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given as follows:

If to Village: Carrie Parker Hill
Village Manager
Village of Golf
21 Country Road
Village of Golf, FL 33436

With Copy To: Corbett & White
Ms. Trela White, Esq.
309 Lake Avenue
Lake Worth, FL 33460

If to Franchisee: Adelphia Communications Corporation
Attn: Legal Department
One North Main Street
Coudersport, PA 16915

With Copy To: Southeast Florida Cable, Inc.
Area Manager
2001 West Blue Heron Blvd.
Riviera Beach, FL 33404

Such address and phone numbers may be changed by either party upon notice to the other party given as provided in this section.

SECTION 5. SYSTEM DESIGN AND SERVICE CONNECTIONS

- 5.01 System Design. Franchisee shall maintain its cable system at 750 MHz or better in accordance with all FCC regulations throughout the term of this franchise.
- 5.02 Franchisee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for any maintenance or upgrade of the cable communications system, in addition to any other requirements or procedures reasonably specified by the Village which are consistent with the

franchise and are generally applicable to all entities involved in construction in the Village's easements or designated areas.

5.03 Cable Service Connections.

- A. Residential Connections: After cable service has been established by activating trunk and distribution cable for any area, Franchisee shall provide cable service to any household requesting cable service within that area seven (7) days from the date of request, provided that the household is located within 150 feet of the existing system and the installation is a Standard Installation.
- B. Technical Standards: The system shall be designed, constructed and operated so as to meet or exceed those technical standards promulgated by the Federal Communications Commission relating to Cable Systems contained in subpart K of part 76 of the Federal Communications Commission's rules and regulations as may from time to time, be amended. Franchisee agrees to use reasonable efforts to maintain the System at the state of the art then prevailing in the cable television industry, to the extent economically and technically feasible.
- C. No Charge Cable Service: Franchisee will provide and maintain basic cable service at no charge to the Village of Golf Library. Franchisee will bring its connection to a specified exterior demarcation point mutually agreed upon by Franchisee and the Village. In addition, the Franchisee will provide and maintain basic cable service at no charge to the Country Club of Florida due to the amount of property utilized by the Franchisee on the Golf Course.

SECTION 6. SERVICE PROVISIONS

- 6.01 Programming Decisions. All programming decisions shall be at the sole discretion of the Franchisee so long as consistent with rules and regulation of the Federal Communications Commission and applicable federal law. Franchisee agrees to use reasonable efforts to maintain programming services at a level then prevailing in the cable television industry, to the extent economically and technically feasible.
- 6.02 Emergency Alert System. Franchisee will comply with the FCC's Emergency Alert System requirements throughout the term of this franchise. Village agrees not to use or allow to be used its designated access channels to provide commercial or revenue-generating services provided, however, that Village may cablecast acknowledgements of funding sources and the underwriting or programming costs.

SECTION 7. CONSTRUCTION PROVISIONS

7.01 Construction Standards.

- A. All construction practices shall be in accordance with all applicable sections of federal law, including, but not limited to, the Occupational Safety and Health Act of 1970, as amended, as well as all state and local codes where applicable.
- B. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code, as amended.
- C. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, state or local laws, codes and regulations.
- D. All of the Franchisee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the Village may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Franchisee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

7.02 Construction Codes and Permits

- A. Franchisee shall obtain all required permits from the Village before commencing any work requiring a permit, including the opening or disturbance of any street, utility easement, designated area or any other property within the Village. Franchisee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the system in the Village.
- B. The Village shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests (at its own expense) as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

7.03 Repair of Public and Private Property. Any street, easement, driveway, the Golf Course (which is owned and operated by the Country Club of Florida) and any

public or private property, which is disturbed or damaged during construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be promptly repaired by the Franchisee, at its expense, to a condition as good as that prevailing prior to the Franchisee's construction. The Village shall have the right to require that it approve repairs performed by the Franchisee; such approval shall not be unreasonably withheld.

- 7.04 Use of Existing Poles. Franchisee shall not erect, for any reason, any pole on or along any street, easement or designated area in an existing aerial utility system without the advance written approval of the Village. Franchisee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.
- 7.05 Undergrounding of Cable. Cable shall be installed underground at Franchisee's expense where both the existing telephone and electrical utilities are already underground. Franchisee shall place cable underground in newly platted area in concert with both the telephone and electrical utilities. In the event that telephone or electric utilities are reimbursed by the Village or any agency thereof for the placement of cable underground or the movement of cable, the Franchisee shall be reimbursed upon the same terms and conditions as the telephone or electric utilities.
- 7.06 Reservation of Rights.
- A. Nothing in this Franchise shall be construed to prevent the Village from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating an/or altering any street, easement or designated area ; construction, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 - B. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Franchisee.
 - C. If any such property of Franchisee shall interfere with the construction or relocation, maintenance or repair of any street, easement, designated area or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street, easement, designated area or any other public improvement, thirty (30) days notice shall be given to Franchisee by the Village and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Franchisee in such a manner as shall be directed by the Village so that the same shall not interfere with the said public work of the Village, as determined by the Village, and such removal or replacement shall be at the expense of the Franchisee. Should, however, any utility company be reimbursed for relocation of its facilities as part of the same work that requires the Franchisee to remove its facilities, the Franchisee shall be reimbursed upon the same terms and conditions as utilities.

- 7.07 Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Franchisee's facilities while performing any work connected with grading, regarding, or changing the line of any street, easement, designated area or public place or with the construction or reconstruction of any sewer or water system.
- 7.08 Trimming of Trees. Franchisee shall have the authority to trim trees upon and hanging over public streets, public alleys, public sidewalks, easements, designated areas and public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of Franchisee; provided, however, all trimming shall be done, at the expense of Franchisee, under the supervision and direction of the Village.
- 7.09 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Franchisee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets, easements, designated areas, and any other public property of the Village, upon two (2) weeks notice by the Village to Franchisee, Franchisee shall move at the expense of the person requesting the temporary removal such of his facilities as may be required to facilitate such movements. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Franchisee's wire's, cables, poles or other facilities results in temporary service disruptions.

SECTION 8. OPERATION AND REPORTING PROVISIONS

8.01 Open Books and Records

The Village shall have the right to inspect and/or audit, upon two (2) weeks written notice, at any time during normal business hours at the system office all books, records, maps, plans, financial statements, service complaint logs, performance test results, record of requests for service and other like materials of Franchisee which are reasonably necessary to monitor compliance with the terms of this Franchise. Franchisee shall be given two (2) weeks written notice of the inspection and/or audit and description, to the best of the Village's ability, of the books, records, documents and equipment it wants to inspect and/or audit. All costs incurred in connection with the performance of an inspection and/or audit shall be borne by the Village.

- 8.02 Communication with Regulatory Agencies. Copies of all petitions, applications, communications and reports submitted by Franchisee or on behalf of or relating to Franchise to the FCC, Securities and Exchange Commission or an other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting the system authorized pursuant to this Franchise shall be sent to the Village upon request. Copies of responses from the regulatory agencies to Franchisee shall likewise be sent to the Village upon request.

- 8.03 Franchisee shall maintain on file for the Village to review a current map or set of maps showing the location of system and all equipment installed or in place in streets, easements, designated area and other public or private places.

SECTION 9. CONSUMER PROTECTION SERVICES

- 9.01 It is the intent of the Village in enacting this Agreement to protect consumers of the Cable System(s) and Cable Operator(s) in the Village by establishing and providing for customer service standards, including without limitation procedural rules and enforcement mechanisms for implementation of customer service standards by the Cable Operator, and providing penalties. This Section should be liberally construed to accomplish and effectuate its purpose as a consumer protection clause to establish and provide for Cable System and Cable Operator service standards, with penalties for a violation, repeat violation and cumulative violation(s) of such customer service standards.
- 9.02 Customer Service Standards. Franchisee agrees that it shall comply with the minimum standards set forth in the rules and regulation of the FCC regarding consumer service and customer protection. Franchisee agrees that it shall also comply with the standards of the National Cable Television Association regarding consumer service and customer protection.
- 9.03 Cable System Office Hours and Telephone Availability. Under Normal Operating Conditions each of the following "office hour and telephone availability" criteria for this Standard must be met:
- A. Each Cable Operator must maintain a local, toll-free or collect call telephone line which must be available to its Subscribers twenty-four (24) hours a day seven (7) days a week.
 - 1. Trained Cable Operator representatives shall be readily available on the telephone line to respond to customer telephone inquiries and complaints during Normal Business Hours.
 - 2. After Normal Business Hours, the telephone line may be answered by a service or an automated response system, including an answering machine, so long as such calls, inquiries and/or complaints received after Normal Business Hours are responded to by a trained Cable Operator representative on the next business day.
 - B. Under Normal Operating Conditions, telephone answer time by a Cable Operator representative, including wait time, shall not exceed thirty (30) seconds from when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.
 - C. Under Normal Operating Conditions, a Subscriber calling a Cable Operator may receive a busy signal no greater than five (5) minutes.
 - D. Customer Service Center and bill payment locations must open at least during Normal Business Hours and shall be conveniently located.
 - E. The Cable Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above.

A violation of this standard will occur when the Village receives five (5) or more documented or recorded "office hour and telephone availability" complaints concerning any of the criteria set forth in foregoing subsection (A), (B), (C), and (D) in any thirty (30) day period. All such complaints shall be either in writing or recorded on the Village's cable complaint log maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such complaint. No anonymous complaints will be permitted as satisfying this five (5) or more documented or recorded complaint total. The Village will maintain, at its regulatory administrative expense, a cable complaint log and file of documented complaints.

9.04 Customer Service Standard - Installations, Service Interruptions, and Service Calls. Under Normal Operating Conditions, each of the following criteria for this Standard must be met:

- A. Standard installations must be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred fifty (150) feet from an existing Cable System distribution lines. Other than Standard installations must be commenced as soon as reasonably practicable but no later than twenty-one (21) days after an order has been placed and shall be diligently constructed to completion.
- B. Excluding conditions beyond the control of the Cable Operator, the Cable Operator must begin working on a Service Interruption, sometimes formerly a "service outage," promptly and in no event later than twenty-four (24) hours after the interruption becomes known or is reported to the Cable Operator, whichever is earlier, and must diligently work to restore service.
- C. The "appointment window" alternatives for installations, service calls, and other Cable Operator activities for a Subscriber shall be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Cable Operator may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the Subscriber.
- D. A Cable Operator may not cancel an appointment with a Subscriber after Normal Business Hours on the business day prior to the day of the scheduled appointment.
- E. If a Cable Operator representative is running late for an appointment with a Subscriber and is not able to keep the appointment as scheduled, such representative shall be given two (2) additional hours if such representative contacts the Subscriber and the Subscriber agrees. Otherwise, the appointment will be rescheduled as soon as possible, at a time which is convenient for the Subscriber.

A violation of this standard will occur when the Village receives five (5) or more documented or recorded "installation, service interruption or service call" complaints concerning any of the criteria set forth in foregoing subsection (A), (B), (C), (D), and (E) in any thirty (30) day period. All such complaints shall be either in writing or recorded on the Village's cable complaint log

maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such complaint. No anonymous complaints will be permitted as satisfying this five (5) or more documented or recorded complaint total. The Village will maintain, at its regulatory administrative expense, a cable complaint log and file of documented complaints.

- 9.05 Customer Service Standard - Communications Between a Cable Operator and the Cable Operator's Subscribers. Under Normal Operating Conditions, each of the following "communications between a Cable Operator and the Cable Operator's Subscriber's" criteria for this Standard must be met:

A. Notification to Subscribers.

1. Each Cable Operator shall provide complete and clear written information on each of the following subjects at the time of installation of service, at least annually to all Subscribers and the Village, and at any time upon request:
 - a) Products and services offered;
 - b) Prices and options for programming services and conditions of subscription to programming and other services;
 - c) Installation and service maintenance policies;
 - d) Instructions on how to use the cable service;
 - e) Channel positions of programming carried on the system; and
 - f) Billing and complaint procedures, including the address and telephone number of the Cable Operator's cable office, and the Village Hall.
2. Each Cable Operator must notify its respective Subscribers, with one copy of such notice to the Village, of any changes in rate, programming services and/or channel positions as soon as possible through announcements on the cable system or in writing. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Cable Operator. In addition, each Cable Operator shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding subsection (1).

B. Billing.

1. Bills must be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills

must also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

2. In case of billing dispute, the subject Cable Operator must respond to a written complaint from a Subscriber within thirty (30) days.
- C. Refunds. Refund checks must be issued promptly but no later than either
1. The Subscriber's next billing cycle following resolution of the request or forty-five (45) days, whichever is earlier, or
 2. The return of the equipment supplied by the Cable Operator if service is terminated.
- D. Credits and/or Reimbursements. Credits and/or reimbursements for service must be issued no later than the Subscriber's next billing cycle following the determination that a credit or reimbursement is warranted.

A violation of this standard will occur when the Village receives five (5) or more documented or recorded "communications between Cable Operator and the Cable Operator's Subscribers" complaints concerning any of the criteria set forth in foregoing subsection (A), (B), (C), and (D) in any thirty (30) day period. All such complaints shall be either in writing or recorded on the Village's cable complaint log maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such complaint. No anonymous complaints will be permitted as satisfying this five (5) or more documented or recorded complaint total. The Village will maintain, at its regulatory administrative expense, a cable complaint log and file of documented complaints.

9.06 Customer Service Standard - Communications Between the Cable Operators and the Village. Under Normal Operating Conditions, each of the following "communications between Cable Operators and the Village" criteria for this Standard must be met:

- A. Each Cable Operator must provide the Village, on request not more frequently than on an annual basis, detailed activity reports relating to Subscriber service activities and itemized complaints of only Village Subscribers, including all criteria for Standards described in this Agreement.
- B. Each Cable Operator must provide thirty (30) days advance written notice to the Village of all programming changes with stated reasons, and may be required to appear in front of the Village Council, at a regular scheduled Village Council meeting to explain all programming and rate changes prior to such changes going into effect.
- C. In addition to its own telephone number, each Cable Operator must list the Village Hall phone number on a Subscriber's monthly cable bill, and identify this number as the Franchise authority number to call for making complaints about the Cable Operator only.

A violation of this Standard will occur upon any failure or refusal of a Cable Operator to timely perform any criteria set forth in foregoing subsections (A) through (C) inclusive of this section of this Agreement. Each violation will be subject to a fine which shall not exceed One Hundred Dollars (\$100) for the first violation of Five Hundred Dollars (\$500) for each repeat violation.

- 9.07 Cumulative Violations. If the cumulative total of customer service standard complaints, in Section 9 inclusive above, in any thirty (30) day period equals seven (7) complaints, then the Cable Operator shall be in violation of this Agreement and subject to a fine of One Hundred Dollars (\$100) for a first violation or Five Hundred Dollars (\$500) for a repeat violation, a repeat violation shall include five (5) or more complaints per Standard as identified in Section 9 inclusive above during any thirty (30) day period subsequent to the first violation. All such complaints shall be either in writing or recorded in the Village's cable complaint log maintained at Village Hall, and all complaints will include a name, address and phone number of the person who makes such a complaint. No anonymous complaints will be permitted as satisfying this complaint total. The Village will maintain, at its regularity administrative expense, a cable complaint telephone log and file of documented complaints.

In the event that a customer files two (2) or more complaints of the same nature such as service outages as defined herein, during a thirty (30) day period, Franchisee shall credit the customer's account accordingly.

9.08 Penalties/Enforcement Procedures.

- A. In the event any Cable Operator violates any of the Subscriber Service Standards as set forth in Section 9 of this Agreement, the Cable Operator will be notified in writing and will be required to pay a specified fine within thirty (30) days of receipt of the written notice. The written notice will be Certified Mail, Return Receipt Requested.
- B. Violations will be subject to fines and shall not exceed Five Hundred Dollars (\$500) for the first violation or One Thousand Dollars (\$1,000) for a repeat violation as determined by the Village Manager.
- C. Each Cable Operator will be permitted to review all records of the complaints at any reasonable time on reasonable notice.
- D. The subject Cable Operator will have the opportunity to appeal the violation directly by the Village Council provided the appeal is in writing setting forth all reasons for appeal and delivered to Village Hall within thirty (30) days of receipt of the written notice of violation and fine. In the event of an appeal, the fine shall be stayed until the appeal has been heard and determined by the Village Council.
- E. If the subject Cable Operator is aggrieved by a decision of the Village Council on any appeal of a violation and/or appeal of a fine, the Cable Operator may appeal the decision of the Village Council by applying to the Circuit Court for the Fifteenth Judicial Circuit for a writ of certiorari

to review such decision provided such appeal is filed within thirty (30) days of such decision or such Village Council decision shall be final.

- F. If the subject Cable Operator fails to pay the fine within the designated thirty (30) day period, or if appealed, within thirty (30) days after the appeal decision becomes final, an additional fine of One Hundred Dollars (\$100) shall be assessed for each additional thirty (30) days during which both the payment and the additional fine(s) are not received by the Village.

9.09 Charges for Disconnection or Downgrading Service. Franchisee may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when a subscriber requests total disconnection from the system.

9.10 Parental Control. Franchisee shall provide parental control devices, at reasonable cost, to subscribers who wish to be able to prevent certain data Cable Service entering the Subscriber's home.

SECTION 10. COMMUNICATION SERVICE TAX PAYMENTS

- 10.01 Franchisee shall pay to the State of Florida a communication service tax as filed with the State of Florida, Department of Revenue.
- 10.02 Payments due the Village under this provision shall be computed and payable as directed by the State of Florida, Department of Revenue.
- 10.03 The Franchisee shall pay the Village a non-refundable application or renewal filing fee, as the case may be, of Five Hundred Dollars (\$500.00) by certified check or cashiers check made payable to the Village.
- 10.04 Should the communication service tax be repealed or found unlawful, a franchise fee of 5% or the maximum allowed by the State of Florida shall be charged on the Franchisees gross revenues as defined herein.

SECTION 11. INSURANCE/INDEMNIFICATION REQUIREMENTS

11.01 Liability Insurance.

- A. Franchisee shall maintain, throughout the term of the Franchise, liability insurance or excess liability insurance insuring Franchisee and fulfilling the indemnification outlined below in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) Person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one accident;
 3. Three Million Dollars (\$3,000,000.00) for all other types of liability.

- B. Franchisee shall furnish to the Village a certificate evidencing that a satisfactory insurance coverage has been obtained. Such insurance coverage shall provide that the Village is an additional insured and provide that the Village should be notified thirty (30) days prior to any expiration or cancellation.
- C. The Franchisee shall maintain Worker's Compensation insurance as required by State law.

2. Indemnification.

- A. The Franchisee shall indemnify, defend, and hold harmless the Village, its agents and employees for all damages and penalties, at all times during the term of this Franchise, as a result of the Franchisee's negligent acts or omissions relating to its operation of the System. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, and fire. These damages and penalties shall not include damages arising out of any negligent or malicious act or omission on the part of the Village, its employees, agents or licensees.
- B. In order for the Village to assert its rights to be indemnified, defended or held harmless, the Village must;
 - 1. Promptly notify Franchisee of any claim or legal proceeding which gives rise to such right;
 - 2. Afford Franchisee the opportunity to participate in and measurably control any compromise, settlement, or other resolution or disposition of such claim or proceeding, provided any such compromise or settlement does not admit liability or fault on the part of the Village; unless, however, the Village, in its sole discretion, determines that its interests cannot be represented in good faith by Franchisee in which case the Franchisee shall be excused from any further obligation to indemnify the Village; and
 - 3. Fully cooperate with the reasonable requests of Franchisee, at Franchisee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph (2) above.

SECTION 12. VIOLATIONS AND REVOCATION

12.01 Franchise Violations.

- A. Whenever the Village finds that Franchisee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Franchisee. The written notice shall describe in reasonable detail the alleged violation so as to afford Franchisee an opportunity to remedy the violation. Franchisee shall have thirty (30)

days subsequent to receipt of the notice in which to either correct the violation or diligently be acting toward correction of the problem. Franchisee may, within ten (10) business days of receipt of notice, notify the Village that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Franchisee to the Village shall specify with particularity the matters disputed by Franchisee and shall stay the running of the above-described time.

1. The Village shall hear the Franchisee's dispute at a regularly or specially scheduled meeting. The Village shall determine if Franchisee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Franchisee may petition for reconsideration.
 2. If after hearing the dispute the claim is upheld by the Village, Franchisee shall have ten (10) business days from such a determination to remedy the violation or failure.
- B. The time for Franchisee to correct any alleged violation may be extended by the Village if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Franchisee commences the corrective action within the thirty (30) day period and thereafter used reasonable diligence to correct the violation.
- C. In accordance with the procedures set forth in this Section 12.
1. In the event of a failure to complete the system construction or reconstruction, unless the Council specifically approves the resulting delay or default by motion or resolution, due to the occurrence of conditions beyond the Franchisee's control, Franchisee shall pay One Hundred Dollars (\$100.00) per day for each day, or part thereof, the deficiency continues.
 2. In the event of a failure to provide upon written request, data, documents, reports, information, or to cooperate with the Village during an application process of cable system review, Franchisee shall pay Fifty Dollars (\$50.00) per day, or part thereof, that each violation occurs or continues.
 3. In the event of a failure to test, analyze and report on the performance of the system following a written request pursuant to this Article, Franchisee shall pay to the Village One Hundred Dollars (\$100.00) per day for each day or part thereof, that such noncompliance continues.
 4. In the event of a failure to provide in a continuing manner the types of services as described herein, unless the Council specifically, approves for the Franchisee a delay or change, or the Franchisee has obtained modification of its obligation under Section 635 of the Cable Communications Policy Act of 1984; the

Company shall pay to the Village One Hundred Dollars (\$100.00) per day for each day or part thereof, that each noncompliance continues.

5. In the event that forty-five (45) days following adoption of a resolution by the Village Council determining a failure of the Franchisee to comply with operational, maintenance or technical standards, the Franchisee shall pay to the Village One Hundred Dollars (\$100.00) for each day, or part thereof, that such noncompliance continues.
6. In the event of a failure to provide, upon request, data, documents, reports, information, or to cooperate with the Village during an application process or Cable System review, or to materially comply with Consumer Protection Service provisions contained in Section 9 of this Franchise, Franchisee shall pay Fifty (\$50.00) per day, or part thereof, for each violation that occurs or continues.

12.02 Franchise Revocation. In addition to all other rights which the Village has pursuant to law or equity, the Village reserves the right to suspend, revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that:

- A. Franchisee materially breaches this Franchise including, but not limited to any of the following circumstances each of which shall constitute a material breach of the Franchise:
 1. If the franchise was fraudulently obtained.
 2. If the Franchisee should default in the performance of any material obligations under the Agreement or the Agreement under which this franchise is granted. Within thirty (30) days written notice thereof to the Franchisee, the Franchisee shall be afforded the opportunity to cure such defects.
 3. If the Franchisee should fail to provide or maintain in full force and effect the liability and indemnification coverages, or the performance bonds or the equivalent as required herein.
 4. The Franchisee attempts to dispose of any of the facilities or property of its cable communications system to prevent the Village from recovering any payments due or any losses or damages arising out of the franchise.
 5. The Franchisee has transferred or has attempted to transfer ownership or control of the franchise without necessary prior approval of the Village.
 6. The Franchisee attempts to evade any material provision of this article or franchise by a pattern of fraud or deceit; or

- B. Franchisee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and the Franchisee's creditors or Trustee in Bankruptcy does not agree to fulfill and be bound by all requirements of this Franchise upon the request of the Village.

12.03 Revocation Procedures. In the event that the Village determines that Franchisee has violated any material provision of the Franchise, or any material applicable federal, state or local law, the Village may make a written demand on Franchisee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Village shall determine whether or not such violation, breach, failure, refusal or neglect by Franchisee is due to acts of God or other causes which result from circumstances beyond Franchisee's control. Such determination shall not unreasonably be withheld.

- A. At Franchisee's option, a public hearing shall be held and Franchisee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Franchisee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall affirmatively recite the causes that need to be shown by the Village to support a revocation.
- B. If notice is given and, at Franchisee's option, after a full public proceeding is held, the Village determines there is a violation, breach, failure, refusal or neglect by Franchisee, the Village shall direct Franchisee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as Village may direct.
- C. If after a public hearing it is determined that Franchisee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, occurrence of such an event. Such causes beyond Franchisee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.
- D. If, after notice is given and, at Franchisee's option, a full public proceeding is held, the Village determines there was a violation, breach, failure, refusal or neglect, then the Village may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Village may fix, such period not to be less than thirty (30) days.
- E. The issue of revocation shall automatically be placed upon the Village Council agenda at the expiration of the time set by it for compliance. The Village then may terminate Franchisee forthwith upon finding that

Franchisee has failed to achieve compliance or may further extend the period, in its discretion.

- F. If the Village, after notice is given and, at Franchisee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or and other remedy, legal or equitable. Franchisee may continue to operate the system until all legal appeals procedures have been exhausted.

SECTION 13. FORECLOSURE AND RECEIVERSHIP

13.01 Foreclosure. Upon the foreclosure or other judicial sale of the system, Franchisee shall notify the Village of such fact and such notification shall be treated as a notification that a change in control of Franchisee has taken place.

13.02 Receivership. The Village shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, ninety (90) days after the appointment of a receiver or trustee to take over and conduct the business of Franchisee, 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 ninety (90) days, or unless:

- A. Within ninety (90) days after his election or appointment, such receiver or trustee shall have complied with all the material provisions of this Franchise and remedied all defaults thereunder; and,
- B. Such receiver or trustee, within said ninety (90) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustees assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 14. REMOVAL TRANSFER AND PURCHASE

14.01 Removal after Revocation or Expiration.

- A. At the expiration of the present and all subsequent renewal terms for which the Franchise is granted, or upon its revocation, as provided for, Franchisee shall have the right to remove, at Franchisee's expense, all or any portion of the System from all streets, easements, designated areas and public property within the Village. In so removing the System, Franchisee shall refill and compact at its own expense, any excavation that shall be made and shall leave all streets, easements, designated areas, and all other public property as well as driveways, the Golf Course (which is owned and operated by the Country Club of Florida) and all other private property in as good a condition as that prevailing prior to Franchisee's removal of the System, including landscaping replacement, and without affecting, altering or disturbing in any way electric, telephone or utility, cable wires or attachments. The Village, or its delegation, shall have the right to inspect and approve the condition of such property after removal.

- B. If Franchisee has failed to commence removal of the System, or such part thereof as was designated within thirty (30) days after written notice of removal is given, or if Franchisee has failed to complete such removal within a reasonable time year after written notice of removal is given, the Village shall have the right to exercise one of the following options:
1. Declare all right, title and interest to the System to be in the Village or its delegator with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or
 2. Cause the System, or such part thereof as the Village shall designate, to be removed at no cost to the Village. The cost of said removal shall be recoverable from the indemnity and penalty section provided for in the Franchise, or from Franchisee directly.

14.02 Sale or Transfer of Franchise.

- A. This franchise shall not be sold, assigned or transferred, either in whole or in part, or leased or sublet in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person without full compliance with the procedure set forth in this section.
- B. The provisions of this section shall only apply to the sale or transfer of all or a majority of Franchisee's assets, merger (including any parent and its subsidiary corporation), consolidation, or sale or transfer of stock in Franchisee so as to create a new controlling interest.
1. The parties to the sale or transfer shall make a written request to the Village for its approval of a sale or transfer. A transfer fee of Five Hundred Dollars (\$500.00) shall be made payable to the Village and be furnished with any request for sale, assignment or transfer.
 2. The Village shall act on the request referenced above within a 120 day time period.
 3. If a public hearing is deemed necessary pursuant to (ii) above, such hearing shall be commenced within thirty (30) days of such determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the Village.
 4. Within the thirty (30) days after the closing of the public hearing, the Village shall approve or deny in writing the sale or transfer request.

- C. In reviewing a request for sale or transfer pursuant to paragraph (A) above, the Village may only inquire into the legal, technical, character and financial qualifications of the prospective controlling party, and Franchisee shall assist the Village in so inquiring. Upon a demonstration of the transferee's qualifications, as set forth above, the Village shall approve the sale/transfer. The Village shall not unreasonably delay or withhold its approval. In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signator to this Franchise.

SECTION 15. RIGHTS OF INDIVIDUALS PROTECTED

- 15.01 Discriminatory Practices Prohibited. Franchisee shall not deny service, deny access, or otherwise discriminate against its subscribers, programmers or general citizens on the basis of race, color, religion, national origin, sex, or age. Franchisee shall comply at all times with all other applicable federal, state and Village laws, and all executive and administrative orders relating to non-discrimination.
- 15.02 Subscriber Privacy. Franchisee shall comply with all privacy provisions of Section 631 of Cable Act, as amended.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.01 Compliance With Laws. Franchisee and the Village shall conform to all state and federal laws and rules regarding cable television as they become effective, unless otherwise stated. Franchisee shall also conform during the entire term of the Franchise with all the Village Agreements, resolutions, rules, regulations, orders and requests heretofore or hereafter adopted that do or do not apply specifically to the provision of the Cable Service that are not preempted by federal law.
- 16.02 Compliance with Federal, State and Local Laws. If any term, condition or provision of the Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or inenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Franchisee and the Village.
- 16.03 Administration of Franchise.
- A. The Village shall have continuing regulatory jurisdiction and supervision over the System and the Franchisee's operation under the Franchise. The Village may issue such reasonable rules and regulations concerning the

construction, operation and maintenance of the System as are not inconsistent with the provisions of the Franchise.

- B. In accordance with applicable law, from and after the acceptance of the Franchise, the Village shall not allow any Person to construct, install or maintain within any street, easement or designated area in the Village, or within any other public property of the Village, or within any privately owned area within the Village, any equipment or facilities or disturbing any television signals or radio signals through a System, unless a multi-channel video service Franchise authorizing such use of such street or property or areas has first been obtained.

- 16.04 Administration of Franchise. This Franchise is a contract and except as to those changes which are the result of the Village's exercise of its police power, neither party may make any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to the Franchise must be made in writing, signed by Franchisee and the Village.
- 16.05 Emergency Use. In the case of any emergency or disaster, Franchisee shall, upon request of the Village, make available its System and related facilities to the Village for emergency use during the emergency or disaster period. Specifically the Franchisee shall provide and video override on all channels for transmission of emergency messages, such video override being in the form of a "crawl" information to be Superimposed on all channels (except where such insertion is prohibited by law).
- 16.06 Construction. This franchise shall be construed and enforced in accordance with the substantive laws of the State of Florida and without reference to its principals of conflicts of law.
- 16.07 Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Franchise.
- 16.08 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

SECTION 17. EFFECTIVE DATE: PUBLICATION AND TIME OF ACCEPTANCE

- 17.01 Publication: Effective Date. This Franchise shall be signed by the Mayor or acting Mayor and attested by the Clerk of the Village. The Franchise shall be published in accordance with the requirements of Village and state laws and shall take effect upon acceptance by Franchisee.
- 17.02 Acceptance. Franchisee shall have thirty (30) days from the date of adoption of this Franchise to accept this Franchise. Such acceptance by the Franchisee shall

be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place within thirty (30) days or such other time as the Village might allow, this Franchise shall be null and void.

VILLAGE OF GOLF

BY:

Mayor

ATTEST:

Village Clerk

DATE:

November 26, 2003

**SOUTHEAST FLORIDA CABLE, INC.
D/B/A Adelphia Cable Communications**

BY:

ATTEST:

DATE:

10-20-03

ACCEPTANCE OF CABLE TELEVISION SYSTEM FRANCHISE

Southeast Florida Cable, Inc. d/b/a Adelphia Cable Communications ("Franchisee") hereby accepts the franchise to construct and operate a cable television system offered by this Cable Television System Franchise Agreement of the Village Council of the Village of Golf, Florida ("Village"). By this acceptance, Franchisee agrees that it shall be bound by the terms and conditions of all laws, rules and regulations of the Village of Golf, Florida, as in effect of the date hereof.

Franchisee further agrees that it shall be bound by the terms and conditions set forth in the Franchise Agreement.

Franchisee declares that it has carefully read all relevant terms and conditions of the Village Code and this Franchise Agreement, and accepts and agrees to abide by same.

Franchisee further understands that this acceptance shall not be effective unless executed and filed with the Village no later than the close of business on _____, 2003 and accompanied by a non-refundable renewal filing fee of Five Hundred Dollars (\$500.00) and a Corporate Guaranty of the Franchisee's financial obligations pursuant to Section 10.03 and 10.04 of the Franchise Agreement in a form acceptable to the Village.

Franchisee shall be immediately bound to consent, maintain, and operate a cable television system under the terms and conditions set forth in the Village of Golf Cable Franchise Agreement as of the time and date it files this written acceptance and payments herein described with the Village.

Southeast Florida Cable, Inc.

By: _____

Title: _____ Senior Vice President

Date: _____ 10-20-03

Corporate Seal

State of Florida, to wit:

I HEREBY CERTIFY, that on this 20th day of Oct 2003, before me, the subscriber Notary Public of the State of FLA, in and for Southeast FLA. Cable Inc. aforesaid, personally appeared Dan Hebert of and acknowledged the foregoing Acceptance of Cable Television System Franchise in Palm Beach County, FLA to be the act and deed of said Company.

AS TO WITNESS my hand and Notary Seal.

NOTARY PUBLIC Lorraine Raymond
MY COMMISSION EXPIRES: 9/24/05

