

**AT A REGULAR MEETING OF THE
COUNCIL OF THE TOWN OF BOONES MILL
HELD AT THE TOWN HALL
February 8, 2005**

AN ORDINANCE AWARDING A CABLE TELEVISION FRANCHISE TO
Interlink Communications Partners, LLC TO PROVIDE CABLE
TELEVISION SERVICE WITHIN THE TOWN

WHEREAS, the Town has previously awarded a cable television franchise, but such franchise has lapsed by its own terms;

WHEREAS, the Town desires to award a new cable television franchise in order that the terms and conditions with respect to the provision of cable television service within the Town be made explicit;

WHEREAS, the Town has duly advertised its intent to award a cable television franchise pursuant to Va. Code Ann. § 15.2-2101;

WHEREAS, the Town has received one bid to provide cable television service within the Town from Interlink Communications, LLC and

WHEREAS, the Town Council desires to award the franchise to the sole bidder;

THEREFORE, BE IT ORDAINED by the Council of the Town of Boones Mill, Virginia, as follows:

1. A franchise to provide cable television service within the Town is hereby awarded to Interlink Communications Partners, LLC ("Franchisee"), for an initial term of five years commencing on the Effective Date and an automatic additional term of five years unless terminated by either party with written notice to the other at least 180 days prior to the expiration of the initial term.

2. Within 60 days of the Effective Date of the Franchise Agreement, the Franchisee shall increase the Franchise Fee paid to the Town from an amount equal to 3% of the gross revenues to an amount equal to 5% of the gross revenues.

3. The Franchisee shall provide free basic service and one free outlet to the Town Hall, fire/rescue building, public schools and libraries located within 125 feet of existing service lines of the Franchisee and within the Town limits.

4. Franchisee shall be covered by commercial general liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage with the Town being named as an additional insured, and the Franchisee shall indemnify and hold the Town harmless from any claims of damages resulting from any act of commission or omission of the Franchisee in constructing, operating, or maintaining the cable system.

5. The Mayor is hereby authorized, for and on behalf of the Town, to execute a Franchise Agreement with the Franchisee incorporating the terms and conditions set out in this Ordinance.

6. This Ordinance shall be effective upon its adoption.

On motion of Council member Robert Hogan to adopt the Ordinance, and carried by the following recorded vote:

Ayes: 5

SARHA EAMES, BEN FLORA, ROBERT HOGAN,
DOUG PARSONS AND PEGGY STEELE

Nays: 0

A COPY TESTE:

Colleen Hart
Colleen Hart, Clerk
Town of Boones Mill

AN ORDINANCE GRANTING A FRANCHISE TO ATLANTIC METROVISION CORPORATION TO USE THE STREETS AND OTHER PUBLIC PLACES IN THE TOWN OF BOONES MILL, VIRGINIA, TO OPERATE AND MAINTAIN A COMMUNITY TELEVISION SYSTEM:

BE IT ORDAINED BY THE TOWN COUNCIL OF BOONES MILL, VIRGINIA THAT:

SECTION 1

Short Title: This ordinance shall be known as the Town of Boones Mill Cable Television Ordinance.

SECTION 2

Definition: For the purpose of this ordinance the following terms, phrases, words, abbreviations, and their derivations shall have the same meaning given herein.

A. Town-shall mean the Town of Boones Mill, Virginia

B. Town Council-shall mean the present governing body of the town or any successor to the legislative powers of the present Town Council.

C. "Grantee" is Atlantic Metrovision Corporation or anyone who succeeds it in accordance with the provisions of this franchise.

D. "Persons" is any person, firm, partnership, associate, corporation, company, or organization of any kind.

E. Annual Gross Subscriber Revenue means any and all compensation and other consideration derived directly by the Grantee from subscribers in the town for regularly furnished basic cable services pursuant to the rules and regulations of the Federal Communications Commission (FCC)

F. Franchise Area-shall mean the territorial limits of the town and to any area, henceforth, added thereto during the term of this franchise throughout which Grantee be authorized pursuant to this ordinance to construct, maintain, and operate a cable television system. The Grantee shall provide to the town a map outlining the proposed service area. The Grantee shall give the town a detailed written explanation of any residences that cannot be served economically, technically, or rights-of-way refusals.

SECTION 3

Construction Schedule: The Grantee shall immediately upon the granting of this franchise, make applications for pole attachments and other necessary permits for rights-of-way to provide cable television service to the franchised area. The Grantee shall, after necessary approvals, make cable television service available at the earliest possible time to residents of the proposed franchised area. The Grantee shall provide a designated town official with reports of construction progress monthly until the franchise area is completed.

SECTION 4

Qualifications of Grantee: The town has approved the legal, character, financial, technical, and other qualifications of the Grantee, and the adequacy and feasibility of the Grantee's construction arrangements as part of a full public proceeding affording due process of law.

SECTION 5

Company Liability-Indemnification: It is expressly understood and agreed by and between the Grantee and the town that the Grantee shall, and by its acceptance of this franchise, specifically agree to save the town from all loss sustained by the town on account of any suit, judgement, execution, claim, or demand whatsoever resulting from any act or omission of Grantee in the operation and maintenance of its cable television system. The above shall include, but shall not be limited to, damages arising out of copyright infringement and all other damages arising out of the installation, operating, or maintenance of the cable television system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this franchise. The Grantee, by its acceptance of this franchise, specifically agrees that it shall maintain throughout the term of this franchise, liability insurance, insuring the town and the Grantee against all claims or damages in the minimum amounts of at least:

(1) \$500,000 for bodily injury or death to any one person, and \$500,000 for bodily injury or death resulting from any one accident.

(2) \$100,000 for property damages resulting from any one accident.

(3) All of the foregoing insurance contracts shall be issued and maintained by companies authorized to do business in the Commonwealth of Virginia and acceptable to the town and said contracts shall name the town as an additional insured and provide for thirty (30) days written notice of any cancellation to both the town and the Grantee herein.

SECTION 6

Signal Quality Requirements:

(1) The Grantee shall engineer, install, maintain, operate, and equip the cable television system herein provided so as to meet the technical standards of the Federal Communications Commission (FCC)

(2) The signals distributed by the Grantee shall be the best possible signals available under the circumstances existing at the time and shall provide the best possible quality reception to each subscriber.

(3) Upon request, the Grantee shall be able to demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

SECTION 7

Operation and Maintenance of System: The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall occur during periods of minimum use of the system. The Grantee shall maintain a business office in Franklin County open to the public during normal business hours. The Grantee shall also maintain a telephone number that residents may call during normal business hours and a telephone number to receive after hours service calls.

SECTION 8

Rules and Regulations Governing Operation: The Grantee shall render its service in accordance with the rules and regulations of the Town of Boones Mill, Virginia, now applicable to their operation, or such rules and regulations as may be hereafter promulgated by the Town or by any public regulatory agency of the State of Virginia or the United States.

SECTION 9

Service to Fire Department, Rescue Squad, and Public Schools: Upon request from the town, the Grantee shall provide basic cable television service to the Boones Mill Fire Department and the Rescue Squad Building at no cost to the town or fire department or rescue squad, providing said cable passes these buildings or in close proximity to these buildings. The Grantee shall provide basic service to public schools located within the town at no cost to the town, county, or school. Service shall be provided to the schools by means of a single drop cable to the outside of the said building.

SECTION 10

Technical Standards:

(A) The Grantee shall conduct performance tests in accordance with the requirements of Section 76.601 or any successor section of the Federal Communications Commission (FCC) rules, as these requirements may apply from time to time.

(B) The performance of the Grantee's cable television system shall meet the technical standards set forth in Section 76.605 or any successor section of the Federal Communications Commission (FCC) rules, as those standards may apply from time to time.

SECTION 11

Safety Requirements:

(A) The Grantee shall at all times employ reasonable, ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisance to the public.

(B) The Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Electric Code, and in such manner that they will not interfere with any installation of the Town or of a public utility serving the Town.

(C) All structures and all lines, equipment and connections in, over, and under and upon roads, streets, sidewalks, alleys, and public ways or places of the town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

SECTION 12

Rates to Subscribers: The Grantee shall supply adequate and efficient cable television service to customers within the Town at reasonable rates. The Town shall be notified sixty (60) days prior to any rate increase taking effect. Rates charged by the Grantee shall not exceed those rates to be charged citizens of Franklin County at large pursuant to the Grantee's franchise awarded by the County of Franklin. This will not apply to discount rates to Senior Citizens and bulk billing of which the same discount rates will be given to same within the Town of Boones Mill. The initial rates to be charged shall be outlined in Exhibit "B" of this agreement.

SECTION 13

Franchise Payments: The Grantee will pay to the Town annually the amount of three percent (3%) of the annual gross basic operating revenue received from the subscribers within the Town for the preceeding calendar year. The above fee shall be paid within ninety (90) days after the close of the Grantee's fiscal year. This payment will be accompanied by a statement from the Grantee's accountant showing the gross basic operating revenue derived from cable service to the residents of the Town.

SECTION 14

Records and Reports: The Town, with reasonable notice, shall have the right to inspect at the Grantee's local business office, records showing the subscriber revenues from which its franchise payments are computed and shall have the right of audit and recomputation of any and all amounts paid under the franchise.

SECTION 15

Terms of Franchise: The franchise and rights herein granted under the provisions of the ordinance shall take effect and be in force from and after the final passage thereof, as provided by law and upon filing of acceptance and all other instruments required herein by the Grantee with the Town of Boones Mill, and shall continue in force and effect for a term of five (5) years after the effective date of this franchise. This grant of authority may be renewed at the option of the Town for an additional five (5) years, or such other term as the parties may agree, following a full public proceeding affording due process. The Town will not act capriciously or arbitrarily in the decision of renewals of each five (5) year renewal.

SECTION 16

Transfer of Franchise: The Grantee shall not at any time sell or transfer its rights and privileges under this franchise and the cable television system located in the Town without the consent of Town Council. Since the cable television system in the Town is supplied signal and personnel by the Grantee's cable system located in Franklin County and is not feasible to be operated as a stand alone cable system, it is agreed by the Town and the Grantee that upon approval by the Franklin County Board of Supervisors of the sale or transfer of the Grantee's county franchise, the Town Council shall approve the sale or transfer of the Town franchise to the same person, firm, partnership, or corporation as the County of Franklin transferred their said franchise to. However, the Grantee shall give the Town the same notice it gives the county of its request to approve the transfer and provides the Town written proof of the county's approval of said transfer.

Also, the assignee shall have agreed in writing with the Town to become responsible for the full performance of all conditions, liabilities, covenants, and obligations contained in this franchise.

SECTION 17

Investigation and Resolution of Complaints: Upon receipt of notice by the Mayor of any subscriber complaints, the Mayor shall notify the Grantee and the Grantee shall respond to the Town within a reasonable length of time of its planned resolution of any complaints received by the Town or its agents. The Grantee shall respond to a customer complaint received from the customer no later than two (2) working days from receiving the complaint. The Grantee, upon receipt of such notice(s), shall promptly take such action as is necessary to provide service to subscribers, and to maintain and operate the system as required herein. In the event the Grantee fails unreasonably or without adequate justification to remedy such complaint or to provide efficient service to subscribers or to maintain and operate the system as required herein, the Town may, after thirty (30) days, serve written notice to the Grantee and after a public hearing thereon revoke the rights and privileges granted by this ordinance to the Grantee.

SECTION 18

Program Alteration: All programs of local broadcast stations carried by the Grantee shall be carried in their entirety as received with announcements and advertisements and without additions. The Grantee shall provide as Exhibit "A" a list of the initial services to be available on its cable television system in the Town with a description of Basic Services and Premium Pay optional services.

SECTION 19

Acceptance: The undersigned, Atlantic Metrovision Corporation, hereby accepts the grant and each and all of the provisions, conditions, and limitations of this ordinance of the Town of Boones Mill and hereby covenants and agrees that it will perform and discharge each and all of the duties and obligations imposed upon it as Grantee in and under said ordinance, and that it will be bound by each and all of the terms, conditions, and provisions therein contained.

Passed and Approved in Council this 16 day of June, 1990

Janita W. Murray
Janita W. Murray, Mayor

ATTEST:

D.C. Drewry
Clerk

Accepted this 16th day of January, 1990

ATLANTIC METROVISION CORPORAT
By W. Kelvin Lewis
Its President

EXHIBIT "A"

BASIC SERVICE

WDBJ	7	CBS	Roanoke, Virginia
WSLS	10	NBC	Roanoke, Virginia
WSET	13	ABC	Lynchburg, Virginia
WBRA	15	PBS	Roanoke, Virginia
WJPR	21	Independent	Lynchburg, Virginia
WVFT	27	Independent	Roanoke, Virginia
WTBS	17	Independent	Atlanta, Georgia
WGN	9	Independent	Chicago, Illinois
TLC		The Learning Channel	
USA Network		Sports, Movies, & Variety,	24 hrs.
FAM		Family Broadcasting Network,	24 hrs.
ESPN		Entertainment Sports Program Network,	24 hrs.
C-SPAN		House of Representatives Coverage	
F.N.N.		Financial News Network,	24 hrs.
Nickelodeon		Youth Programming,	24 hrs.
T.N.N.		Country Music & Entertainment,	24 hrs.
C.N.N.		Cable News Network, In Depth Coverage,	24 hrs.
MTV		Music Videos,	24 hrs.
A & E		Arts & Entertainment Network	
Lifetime		Lifestyles/Health/How-to Self-improvement,	24
The Weather Channel		In-depth weather coverage/Local/National	24 h
Country Music T.V.		Country Music Videos,	24 hrs.
T.N.T.		Classic Movies/Premiers/Originals	
VH1		Contemporary Music Videos,	24 hrs.
The Discovery Channel		Non-Fictional/Documentaries	
Access & Information		Access/informational	
Headline News		News Updates every 30 minutes,	24 hrs.
QVC		Shop-at-home Service	

PREMIUM PAY SERVICES

Home Box Office
 Cinemax
 The Disney Channel

EXHIBIT "B"

RATES TO SUBSCRIBERS

Monthly Charges:

Basic Service (Residential)

Primary Outlet	\$12.95/mo.
Additional Outlets (each)	3.50/mo.

Premium Pay Services (Optional)

Home Box Office	\$9.50/mo.
Cinemax	9.00/mo.
The Disney Channel	7.00/mo.
(Combination Discounts available)	

Installation/Miscellaneous:

Installation (Residential)

Primary Install	\$20.00
Additional Outlet/Relocate Outlet	7.50
Reconnect of Services	10.00
Change of Services	10.00

Miscellaneous

Cordless Remote Converter	\$3.50/mo.
Home Antenna/CATV Switch	7.50*
*(one time charge)	