

ORDINANCE 66-24

GRANTING TO ARMSTRONG UTILITIES, INC., THE RIGHT TO ERECT, RE-ERECT, MAINTAIN, AND OPERATE A COAXIAL CABLE SYSTEM IN, UNDER, ABOVE, ALONG, ACROSS, AND UPON THE STREETS, ALLEYS AND OTHER PUBLIC PLACES IN THE CITY OF ASHLAND, OHIO, FOR THE PURPOSE OF TRANSMISSION AND DISTRIBUTION OF TELEVISION SIGNALS TO ENABLE SALE OF ITS SERVICES TO THE INHABITANTS OF SAID CITY FOR A PERIOD OF TEN (10) YEARS; PROVIDING FOR THE REGULATIONS THEREOF, DEFINING RATES AND FEES TO BE PAID TO THE CITY; AND REPEALING EXISTING ORDINANCES 25-77, 35-80, 54-81, and 11-82.

WHEREAS, ARMSTRONG UTILITIES, INC., of the City of Butler, Pennsylvania, has conducted and desires to continue the business of a Community Antenna Television System including all types of services usually furnished, or which can be furnished by such a system in the City of Ashland, Ohio, through the media of distribution or transmission through cable and/or wires, commonly called Master Antenna Cable System, or otherwise; and

WHEREAS, said cable system to a large extent is attached to poles and cables, or wires and other appurtenances which crosses over the streets, sidewalks and public lands and highways of the City of Ashland, Ohio; and

WHEREAS, a public meeting was held concerning the matter of amending the franchise to Armstrong Utilities, Inc.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashland, State of Ohio, 5 members thereto concurring:

SECTION 1. GRANT OF AUTHORITY:

That there be and is hereby granted by the City of Ashland, Ohio, to Armstrong Utilities, Inc., a corporation organized under the laws of the State of Pennsylvania, with property in Ohio, hereinafter called the Grantee, the right and privilege for a period of ten (10) years, to construct, erect, re-erect, operate and maintain, in, upon, along, across, above, over and under the public ways and public places now laid out or dedicated and all extensions thereof and additions thereto, in the City of Ashland, Ohio, wires, cables, conduits, and

other conductors and fixtures for the installation, maintenance, and operation in the City of Ashland, Ohio, of a coaxial cable system for the interception, sale and distribution of television and other signals and to furnish, sell and distribute such services twenty-four (24) hours each day, if available, to the inhabitants of the City of Ashland, Ohio; said distribution and sale of television and other signals shall be in accordance with the provisions as set forth herein and in compliance with the laws and regulations of the United States of America, the State of Ohio, and the City of Ashland, Ohio.

Section 2. CONDITIONS OF STREET OCCUPANCY:

The Grantee shall use existing poles, towers or other existing facilities and the use of such facilities shall conform to the pattern of public utility wires within the City of Ashland by being placed in off-street locations and underground, if, when, and where such public utility wires are so placed. It shall be the sole responsibility of the Grantee to negotiate and enter into any and all contracts, covenants, grants, certificates of approval and permits with the owners of public utility facilities to secure such necessary space thereon or therein for its operation under this ordinance. It is the stated intention of the City of Ashland, Ohio, that all other holders of public utility permits and franchises for the use of streets and other public places for the erection of poles and pole line facilities shall cooperate with the Grantee wherever possible at reasonable, non-discriminatory charges, wherever such usage does not interfere with normal operations of such facilities.

However, the City of Ashland does not warranty nor guarantee to the Grantee that the poles or other facilities of any public utility are, or will be, made available to the Grantee.

The Grantee will not erect poles in the City of Ashland, Ohio, provided, however, the Grantee may erect poles where the necessity, the location, and the style of the poles have been approved by the City Engineer of the City of Ashland, Ohio. Any such erection of poles shall be subject to all existing and future ordinances and the regulations of the City of Ashland,

Ohio, applicable thereto, and the Grantee accepts its grant herein subject to such rights of the City of Ashland to amend, change, repeal, or enlarge their existing planning and zoning regulations.

The Grantee's transmission and distribution system, wires, and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of streets, alleys, bridges, or other public property. Any relocations of cables and other facilities and property of the Grantee, on account of improvements by the City of Ashland, shall be done by the Grantee within a reasonable period of time after notice has been received and at the expense of the Grantee.

Construction, operation and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters, the Federal Communications Commission (FCC), and such other applicable ordinances and regulations of the City of Ashland, Ohio, the State of Ohio, and the United States Government affecting electrical installation and television transmission which may be presently in effect, or changed by future ordinances, regulations, or statutes, including, but shall not be limited to, protection to the subscriber against electrical storm (lightning) damage.

All installation of equipment shall be of permanent nature, durable, and installed in accordance with good engineering practice and of sufficient height to comply with all existing regulations, ordinances, and statutes so as not to interfere in any manner with the right of the public or individual property owner, and shall not interfere unduly with the travel and use of public places during construction, repair, or removal thereof and shall not unduly obstruct or impede traffic.

SECTION 3. GRANTEE'S LIABILITY AND INDEMNIFICATION:

The grant herein is made upon the condition that the Grantee

shall fully indemnify, protect and save the City of Ashland, Ohio, harmless from any and all loss or damage, including attorney fees, investigation costs, arising out of, or claims for injury or death of any person or persons, or damage to any property or property rights incurred by or asserted against the City of Ashland, Ohio, its officers, agents, employees, sub-contractors, or servants, directly or indirectly, on account of or by reason of any neglect, fault or misconduct, or failure on the part of the Grantee to observe and comply with the conditions or provisions of this ordinance, or by reason of the type of service which Grantee renders.

For this purpose, the Grantee shall carry insurance to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses and liabilities, which, may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property or property rights shall not be less than \$500,000.00 as to any one occurrence; and against liability due to bodily injury or to death of persons not less than \$500,000.00 as to any one person and no less than \$500,000.00 as to any one accident. The Grantee shall also carry Ohio Workers' Compensation for all its employees subject to coverage.

All insurance required by this ordinance shall be and remain in force and effect for the entire life of this ordinance, said policy or policies of insurance or certified copies thereof shall be approved by the Director of Law and be deposited with and kept on file in the office of the Director of Finance. It is further provided that no such policy or policies of insurance may be cancelled or terminated by the company or companies without a fifteen (15) day prior notice in writing to the City of Ashland, Ohio. A certified copy of compliance with the Workers' Compensation Laws of Ohio shall be filed with the Director of Finance annually or as often as required thereof.

Failure of Grantee to provide said liability insurance and/or Workers' Compensation coverage as herein before required at any time, shall constitute reasonable cause for the Council of the City of

Ashland, Ohio, to cancel this grant immediately.

SECTION 4. INTERFERENCES:

The Grantee shall expressly warrant that no interference to off-the-air reception by any person, whether subscriber or non-subscriber, will be caused by its operation, and that the Grantee shall prevent radiation from Grantee's cables and equipment to antennas in the City of Ashland, Ohio.

The Grantee shall take all reasonable measures to assure that the signals of all local television stations will be carried on the cable and equipment without receiving any interference, including interference from signals of other broadcast stations. Further, the Grantee shall not in any manner, alter, modify, change, or interfere with the program of any television station as telecast. This clause shall not be interpreted to restrict the Grantee from selecting such out-of-town channels as may be desirable for program diversification.

In the event Grantee's operation should interfere with existing reception, or in the event radiation should exist from Grantee's cables to antennas in the City of Ashland, and the same is not corrected within a reasonable time after Grantee shall have been notified of such fault, then and in that event the Council of the City of Ashland, Ohio, may terminate this grant without regard to the terms of this grant.

Grantee shall make available at the Grantee's cost, such switching devices as are necessary to permit a subscriber to use his own antenna. No subscriber-owned antennas shall be removed by the Grantee except upon written request by the owner nor shall the Grantee require as a condition precedent to the service described herein that the subscriber remove his privately owned antenna.

SECTION 5. MAPS AND PLANS:

The Grantee shall furnish to the City of Ashland, maps or prints showing its line system in sufficient detail to assure that the City is currently advised as to location of the

cables of the system. It shall be the responsibility of the Grantee to keep the City of Ashland, Ohio, informed of any and all changes, additions, and removals of the system, except for the individual subscriber connection wires.

SECTION 6. GRANT FEE TO THE CITY AND KEEPING OF RECORDS:

Grantee agrees to pay the City of Ashland, Ohio, an annual regulatory fee of \$100.00.

The Grantee shall furnish annually to the Director of Finance and Public Records a detailed report of its operation for the preceding year showing the total number of subscribers served, the types of installations to each subscriber, and the rate charged each subscriber.

SECTION 7. RATES AND SERVICE REQUIRED:

(A.) Monthly Rates and Service Charges

1. The guaranteed maximum rates to be charged initially are as follows:

- | | |
|--|-----------------|
| a. Primary or main outlet | \$ 7.55 per mo. |
| b. Additional outlets used by the subscriber | 1.50 per mo. |
| c. Installation charge (primary) | 15.00 |
| d. Installation charge (additional outlet with same household) | 10.00 |
| e. Relocation of an outlet within same building | 10.00 |
| f. Reconnection charge if the service is disconnected due to non-pay | 20.00 |
| g. Reconnection charge if the service is disconnected due to vacation or illness | 7.50 |
| h. There shall be no charge for disconnections. | |

2. Beginning the first day of the month after the Grantee makes available an expanded basic service, as exemplified by and tentatively proposed in the attached Schedule A, then the guaranteed maximum rates for the

following six (6) months for such expanded basic service without HBO and other premium stations shall be Nine and 75/100 Dollars (\$9.75) per month and the installation and service charges reflected on attached Schedule B. After said six (6) month period all rates and charges shall be in the sole discretion of the Grantee, except as provided in Section 7(C). 3. In addition to the foregoing, the monthly service charge shall be subject to increase or a separately stated monthly charge may be made for any fees, assessments, taxes and charges of any kind on the services or charges, directly or indirectly, under any law, regulation, finding, decision or other action of any federal, state, local or other governmental body or unit with jurisdiction.

(B) All Other Service Charges

Except as stated above, the charges by the company for any and all of its other services, including the installation, equipment and monthly or other charges for service, FM or audio service, HBO, Premium, cable service, auxiliary services or equipment and any other services, shall be established in the sole discretion of the company from time to time, but always subject to the hereinafter stated general conditions on charges.

(C) General Conditions on Charges

1. So long as a head of a household who is a resident of the City of Ashland, is 65 years of age or older, that the person shall be entitled to a discount of \$.50 per month on the charge for primary or the expanded basic cable television service provided that the total income of all persons living in that household from all sources is less than \$5,500.00 for the previous calendar year. Total income shall include income from Aid to the Aged, Social Security, pensions, or annuities, unemployed or Workers Compensation, interest, dividends, rents and earnings or any nature, and any person electing this discount shall not be entitled to any other discount offered by Grantee.

2. The company shall not make or grant preference or

advantage to any person, nor subject any person to prejudice or disadvantage with the same classification of as to rates, charges, services, facilities, rules, regulations or in any other respect; and

3. The subscribers or other users of any service shall receive at least two months prior notice of any increase in charge for such service; and

4. The company shall file with the Mayor from time to time at the request of the City Council or the Mayor, a complete statement of its current services and charges.

(D) Service Required

1. The Grantee at all times shall provide the cable television service required to be provided by rules and regulations which have been or which hereafter may be adopted by the FCC. Except as provided in Sections 11 and 12, all other additional service or services shall be at the sole discretion of the Grantee.

(a) In addition to the service above, the Grantee may provide in its discretion additional non-broadcast signals presently available via satellite, as a part of service to all subscribers or under (b) hereto.

(b) Pay television and additional services other than those mentioned above may be provided by the Grantee in its discretion, including services for which a per program, per service, or per channel charges, as determined by the Grantee, provided the services are made consistent with the Rules and Regulations of the FCC and any federal, state and local laws and as long as this service does not affect the charges for expanded basic cable television service and the additional service is offered as an option to all subscribers.

2. Subscribers shall operate only one receiver at a time from each outlet installed by the Grantee, and shall refrain from tampering with installation in

any way. The Grantee shall have the right to discontinue service to any subscriber tampering with the installation or any related equipment where ever located or attempting in any way to use the Grantee's service except as intended by the Grantee. The subscriber found violating these conditions shall not be entitled to any rebate or other considerations by the Grantee.

3. Subscribers to the Grantee's service shall not be required to assure the Grantee that they will subscribe to the Grantee's service for any specified length of time.

4. The Grantee will make attachments for its services in any part of the City of Ashland, Ohio, this grant not being limited to any particular part or parts of the City. However, the Grantee shall not be compelled to extend its facilities to serve any particular prospective subscribers, it being believed that the prospective subscriber profits will sufficiently regulate the Grantee in this regard. However, the Grantee shall be compelled to inform the Mayor of the reason or reasons for the Grantee making its service available in particular sections of the City of Ashland, while the Grantee's services are not available in other sections of the City. In the event that reason or reasons are not sufficient or proper, in the opinion of the City Council, the Grantee shall make such installation or installations within thirty (30) days after written demand has been made upon them.

5. In the event of interruption or discontinuance of service without fault or neglect of the subscriber for a period in excess of twenty-four (24) hours, the Grantee shall refund or give credit to the subscriber for the period of discontinuance or interruption in excess of twenty-four hours. Whenever it is necessary to shut off or interrupt service to make repairs, adjustments, installations or for any other purpose, the Grantee shall do so at such time as will cause the least amount of inconvenience to its subscribers and, unless such interruption is unforeseen and immediately necessary, shall give reasonable notice to its customers.

6. Upon termination of service to any subscriber, the

Grantee shall promptly disconnect and remove all its facilities and equipment from the premises of such subscriber upon the request of the property owner of said premises.

SECTION 8. OPERATIONS AND COMPLAINTS:

All complaints shall be investigated and resolved within twenty-four hours after initial notification to the Company (Absent unusual circumstances).

The Company shall maintain a service log in which an entry shall be made of each complaint, the date of notification thereof, and the nature of the complaint, and the means by which it was resolved.

SECTION 9. FEDERAL AND STATE REGULATIONS:

The provisions of this ordinance or any license issued hereunder shall be subject specifically to Section 76.31 of the Regulations of the FCC (or a successor to Section 76.31 or any amendment or addition thereof and to any other rules and regulations of the FCC or Federal and State legislation enacted which shall be enacted pertaining to the operation of the cable television service. Any conflict between the provisions of this ordinance and the rules and regulations adopted or hereinafter adopted by the Federal and State governments shall be resolved in favor of the Federal and State regulations.

SECTION 10. TECHNICAL STANDARDS:

In the construction, maintenance and operation of the cable television system, the company shall at a minimum, at all times, fully comply with the technical standards which have been or which hereafter may be adopted by the FCC including, without limitation, and if applicable, requirements relating to channel capacity, bandwidth ratios, non-void return capacity and periodic testing. Further, should any governmental unit with jurisdiction - be it local, state or national - establish standards that exceed those of FCC, the Grantee will comply therewith, unless to so require should be held invalid by FCC or a competent Court of Review. The technical quality of cable television service provided by the company shall be sufficient to provide subscribers with uniform-

ly high quality television reception. The Grantee shall maintain its system in good repair and working order at all times.

SECTION 11. SIGNAL SERVICE REQUIREMENTS:

All signals furnished by the Grantee shall consist of reasonably clear signals from an independent channel, an educational channel, and from at least three different networks. Also, Grantee shall make available, free of charge, one local access channel for such local educational and public service television transmission as may be hereafter produced by Ashland College, Ashland City Schools and/or the City of Ashland, subject to such restrictions and requirements as are or may be imposed by the FCC or by State or other regulatory agencies.

Grantee shall furnish the Channel 17 Atlanta Television Station or a comparable television station unless there is a later change of circumstances that would justify or demand that same be discontinued.

Grantee will offer a digital time (Alfa Numerical) weather program on Channel 2 when it is not otherwise programmed. It may feature weather programming on other Channels. If Grantee uses radio signals, including FM signals, with its weather programming, then during the time Radio WNCO, Inc., its successors or assigns, is transmitting, Grantee shall use the radio signals of WNCO, inc., on its weather program featured on Channel 2.

As to channels not carried in the TV Guide, the Grantee will make an effort to see that same, along with local organizations, are included as a public service in the local newspaper, otherwise made available to its subscribers.

Grantee may make available to its subscribers additional television channels which become available either by new stations going on the air, stations made available by micro-wave transmission, satellite transmission and/or made legally possible by changes in the FCC rulings. Also, other locally originated services will be provided for as they become necessary and desired.

Grantee will retain a cable at Ashland College which will permit programs originating at the College or video tape recorded elsewhere to be inserted into the cable system on Channel 2.

Signal level shall be maintained at no less than 1,000 microvolts as measured by a standard field strength meter (Jerrold or equivalent) across a 75 ohm termination at the point the receiver is normally connected on all utilized channels without material degradation either in color or black and white throughout the system. Further, the signal-noise ratio for each visual signal shall be at least minus 40 decibels.

The facilities used by the Grantee shall be capable of distributing color TV signals, and when the signals the Grantee distributes are received in color, they shall be distributed in color where technically feasible.

SECTION 12. CHANNELS:

The following channels shall be carried on the cable system as follows:

<u>SYSTEM CHANNELS</u>	<u>ORIGIN</u>
CHANNEL 2	Access Channel
CHANNEL 3	Channel 3, Cleveland
CHANNEL 5	Channel 5, Cleveland
CHANNEL 8	Channel 8, Cleveland

SECTION 13. FREE DROP PROVISIONS:

Grantee will provide one free drop confined to one set and without further distributing, to the Municipal Building and Fire and Police Stations, authorized private and public schools, churches, children's homes, rest homes certified by Medicare, Ashland County Court House, Ashland Samaritan Hospital and such other hospitals as may be established.

SECTION 14. ASSIGNABILITY:

The rights and privileges herein granted shall not be assignable or transferrable in any bankruptcy proceedings, trusteeship, receivership, or by operation of any law in which event this grant shall terminate forthwith; nor shall the Grantee sell, lease, assign, or otherwise alienate this

grant or any privilege hereunder without the prior approval of Council of the City of Ashland, Ohio, and subject to such reasonable terms and conditions as Council may provide.

SECTION 15. COMPLIANCE WITH LAWS:

The Grantee agrees, as part of the consideration for the making of this grant, to comply with the applicable ordinances of the City of Ashland, Ohio, relative to the payment and withholding of taxes from income, salary, wages and compensation.

SECTION 16. MAINTENANCE OF OFFICE AND REPAIR FACILITIES IN THE CITY:

The Grantee shall maintain an office in the City of Ashland, Ohio, and provide full-time service facilities and personnel for system failures on a 24-hour, 7 days per week basis. Individual service calls which relate to causes other than the system shall be made within the hours from 8:00 a.m. to 5:00 p.m., 6 days per week.

SECTION 17. NO COMPETITION FOR SALES AND SERVICE OF TELEVISION SETS:

The Grantee hereby agrees that it will not in any manner, form or guise whatsoever, engage directly or indirectly, in any business or enterprise relating to the sale, barter, service or repair of television sets, accessories, or parts, except as herein provided; the Grantee agrees it will not, in any manner, make any recommendations, whether solicited or not, to its subscriber or to the public-at-large, relating to the quality or to any feature of the service or repairs offered by any person or person engaged in a television and accessory sales and service.

SECTION 18. CONDITION OF ACCEPTANCE:

This ordinance when passed by the Council of the City of Ashland, Ohio, and accepted by Armstrong Utilities, Inc. shall upon such passage and acceptance, be and become a valid and binding contract upon the City and Armstrong Utilities, Inc., subject, however, to the condition that this ordinance shall be void unless said Armstrong Utilities, Inc., shall, within sixty (60) days after the passage of this ordinance, agree in writing to the terms, conditions and provisions set forth herein.

SECTION 19. SURRENDER OF REVOCATION:

Surrender, by the Grantee of the Grant herein provided shall be preceded by a written notice of its intentions to do

so at least three (3) months before the surrender date. On the surrender date specified in such notice, all of the rights and privileges and all obligations, duties and liabilities of the Grantee under this ordinance, except as to the extent previously accrued hereunder, shall terminate. This grant may be terminated by the Council of the City of Ashland, Ohio, upon failure of the Grantee to perform or comply with the terms and conditions as set forth herein, except as may be otherwise provided herein.

In the event of any substantial violation, either inadvertent or otherwise, of the terms of this ordinance by the Grantee is not corrected within thirty (30) days after written notice from the City of Ashland, Ohio, the city of Ashland may revoke this grant.

Upon termination of this grant, the Grantee shall forthwith remove all of its attachments and equipment from the streets, alleys, and public places of the City of Ashland, Ohio, and upon failure to do so, the City of Ashland, Ohio, may make such removal at Grantee's cost and expense.

SECTION 20. BANKRUPTCY OR INSOLVENCY:

In the event that the Grantee should become insolvent, bankrupt, or placed into receivership, the City of Ashland, Ohio, may declare this grant terminated by giving to the Grantee, his trustee or representative, written notice to that effect.

SECTION 21. NO LIMITATION ON CITY FOR SUBSEQUENT LEGISLATION:

The right is hereby reserved to the City of Ashland, Ohio, to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of police power, provided that such regulations, by ordinance or otherwise shall be reasonable and not in conflict with the provisions of this grant.

SECTION 22. LOCATION OF PROPERTY:

All property of Grantee, real and personal, directly connected with the grant made herein, shall be located within the City Limits of the City of Ashland, Ohio.

SECTION 23. LEGAL SERVICES AND COSTS OF LITIGATION:

In the event that the City of Ashland, Ohio, or any official thereof, shall become a party to any litigation as a result of the grant made herein the Grantee shall provide legal counsel for said City or said officer and shall assume and pay all costs of said litigation.

SECTION 24. SEPARABILITY:

If any section, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the remainder of this ordinance.

SECTION 25. OPTION TO RENEW:

It is agreed that at the end of the term specified herein, the City of Ashland grants unto the Grantee the option to renew this franchise for another term of not less than five (5) years upon reasonable terms and conditions existing at that time, provided Grantee has fully complied with and performed all the terms and conditions of this grant.

If Grantee elects to renew this franchise by thirty (30) days' notice prior to expiration date, then this ordinance shall continue during the renewal period until another determination is made as to terms and conditions either by agreement or otherwise (such as by agreed arbitration or by judicial determination.)

SECTION 26. ORDINANCES REPEALED:

That existing Ordinances 25-77, 35-80, 54-81 and 11-82, be and the same are hereby repealed.

SECTION 27. ENACTMENT:

This ordinance shall go into full force and effect at the earliest period allowed by law.

SECTION 28. ADVERTISING COSTS OF ORDINANCE:

The Grantee herein agrees to pay all advertising costs which are incurred in conjunction with the passage of this Ordinance.

Passed: DEC 4 1984, 1984

Robert R. [Signature]
Vice President of Council

Attest: *William E. [Signature]* Clerk

Approved: *Don W. [Signature]*
Mayor

Date: 12-5, 1984

SCHEDULE A

ASHLAND TENTATIVE CHANNEL SELECTION

We would like to "submit" the following channel selection for the upgrade of the Ashland system. Because we cannot be assured of future availability, quality or cost, any non-"must carry" channel is subject to the right of substitution for a similar type of service when available. We will attempt to provide the best variety of channels available without duplication.

	<u>Channel</u>	<u>City</u>	<u>Must Carry</u>	<u>Type</u>
1.	ACTV	Ashland	No*	Ashland College
2.	WKYC-3	Cleveland	Yes	Network
3.	HBO	New York	No	24-hour Premium
4.	WEWS-5	Cleveland	Yes	Network
5.	CINEMAX	New York	No	24-hour Premium (New)
6.	WUAB-43	Cleveland	Yes	Independent
7.	WJKW-8	Cleveland	Yes	Network
8.	WOR-9	New York	No	Independent (Return)
9.	Nickelodeon	New York	No	13-hour Children's Program (New)
10.	ESPN	Bristol	No	24-hour Sports (New)
11.	WAKR-23	Akron	Yes	Network
12.	WVIZ-25	Cleveland	Yes	PBS
13.	WTBS-17	Atlanta	No**	Independent
14.	USA	New York	No	24-hour Special Interest, Children's, Sports, Women (New)
15.	WEAO-49	Akron	Yes	Educational
16.	CBN	Norfolk	No	24-hour Family and Religious (New)
17.	CNN	Atlanta	No	24-hour In-Depth News (New)
18.	MTV	New York	No	24-hour Rock'N'Roll (New)
19.	Lifetime	New York	No	24-hour Health & Self-Development (New)
20.	CNN-II	Atlanta	No	24-hour News Capsules (New)
21.	Nashville	Nashville	No	18-hour Country Music (New)
22.	PTL	Charlotte	No	Religious
23.	WCLQ-61	Lorain	Yes	Independent
24.	WBNS	Columbus	No	Network (Return)
25.	WLCH	Mansfield	Yes	Independent when available (New)

*Per franchise

**Perhaps required by franchises

November 20, 1984

SCHEDULE B

INSTALLATION & SERVICE CHARGES

Cable (basic)	\$59.95
Cable, HBO, Basic	39.95
HBO	25.00
Other premium station	25.00
Combo	25.00
Extra outlets	25.00
FM, if available	15.00
Relocation same dwelling	15.00
Relocation dwelling to dwelling	25.00
Reconnect non-pay	20.00
Reconnect vacation	15.00
Extra outlet with terminal	49.95
Terminal only on existing extra	39.95
Parental control device	20.00