ORDINANCE NO. C-2-98

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 8.8± ACRES LOCATED ON THE SOUTHWEST CORNER OF HOOVER ROAD AND STATE ROUTE 665 IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 8.8 acres, more or less, in Jackson Township was duly filed by Kenneth A. Snyder; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on October 1, 1997; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on October 20, 1997.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Kenneth A. Snyder being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on July 11, 1997 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on October 1, 1997, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6115. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be C-2, Retail Commercial, as approved by Ordinance C-18-98. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Michael Milovich, Jr., President of Council

Passed: 5-4-98
Effective: 6-3-98

Cheryl L. Grossman, Mayor

Attest:

Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this ordinance is correct as to form.

Thomas Clark, Director of Law

C-2-98

PROPOSED ANNEXATION OF 8.8 ACRES

EXHIBIT "A"

TO: THE CITY OF GROVE CITY

FROM: JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, Township of Jackson, being located in Virginia Military Survey No. 6115, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning at a point in the westerly right-of-way line of Hoover Road (60 feet in width), said point being in the southerly line of the Kenneth A. Snyder tract, the northerly line of the Rosemary C. McDonald 1.5 acre tract;

thence westerly, along said northerly line of the Rosemary C. McDonald 1.5 acre tract and the northerly line of the Concord Cemetery Association, Inc. 15.854 acre tract, a distance of approximately 749 feet to a point at the northwesterly corner of said 15.854 acre tract and being in the easterly line of the Jack D. and Ruth E. Strader 10.0 acre tract, the existing City of Grove City corporation line, as established by Ordinance No. C-36-93 and of record in Official Record 22652C16;

thence northerly, along said existing corporation line and along said easterly line of the Jack D. and Ruth E. Strader 10.0 acre tract, a distance of approximately 489 feet to an angle point in said corporation line and being in the northerly right-of-way line of State Route 665;

thence easterly, continuing along said corporation line (being 50 feet northerly from and parallel with the centerline of State Route 665), a distance of approximately 1313 feet to an angle point in said corporation line and being in the easterly line of the White Oak Communities, Inc. 37.44 acre tract;

thence southerly, crossing State Route 665, a distance of approximately 80 feet to a point in the southerly right-of-way line of State Route 665;

thence westerly, along said right-of-way line of State Route 665 (being 30 feet southerly from and parallel with the centerline of State Route 665), a distance of approximately 580 feet to the intersection of said right-of-way line with the westerly right-of-way line of Hoover Road;

thence Southerly, along the westerly right-of-way line of Hoover Road, a distance of approximately 374 feet to the point of beginning, containing approximately 8.8 acres.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

By Thomas D. Sibbalds

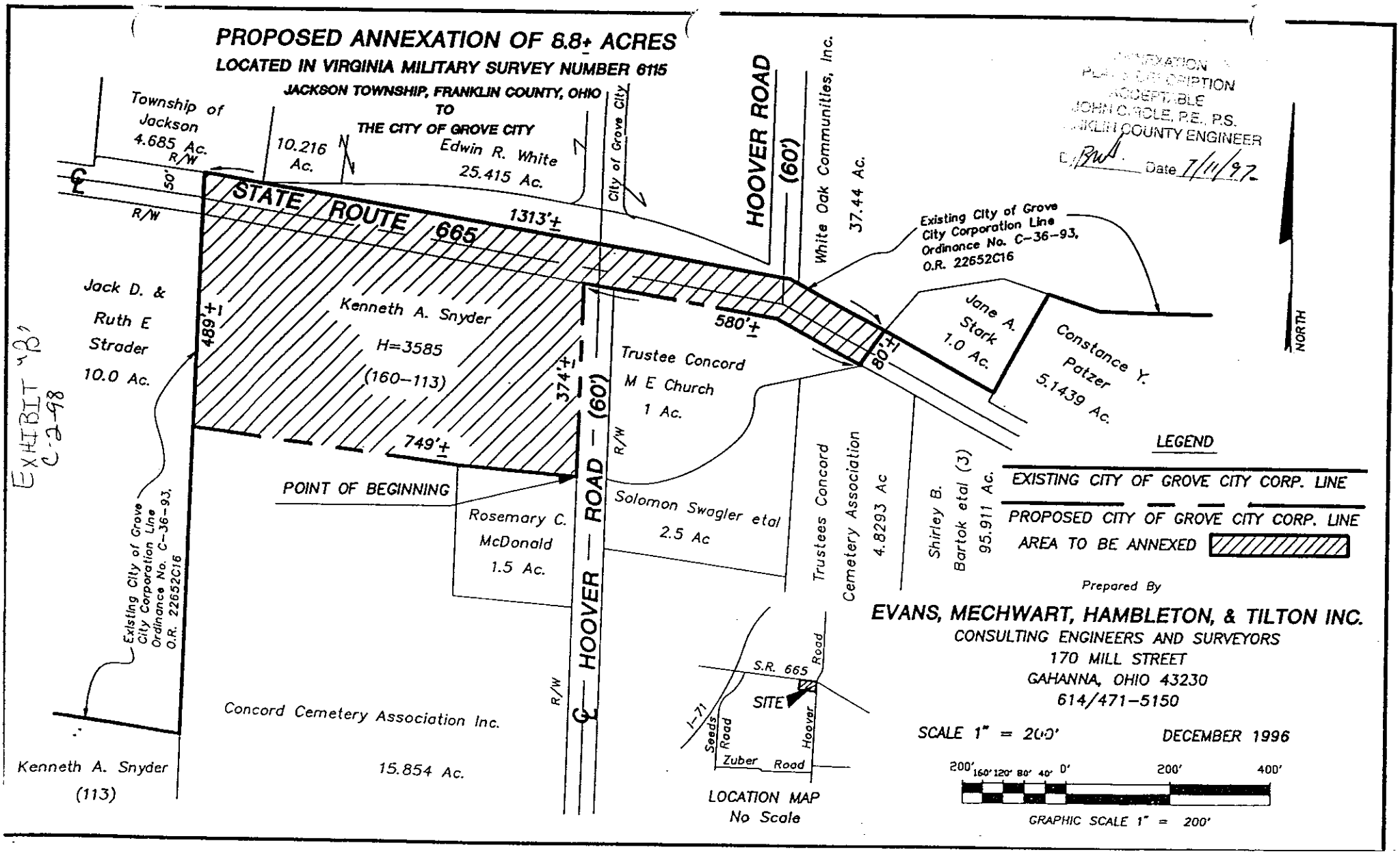
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS/mf

PROPOSED ANNEXATION OF 8.8± ACRES

LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 6115

JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO
TO
THE CITY OF GROVE CITY



Prepared By

EVANS, MECHWART, HAMBLETON, & TILTON INC.
CONSULTING ENGINEERS AND SURVEYORS
170 MILL STREET
GAHANNA, OHIO 43230
614/471-5150

SCALE 1" = 200' DECEMBER 1996

the City and Grantee and its predecessors. In the event of a conflict between the terms of this Agreement and those of the Ordinance, the terms of this Agreement shall control.

AGREED AND ACCEPTED:

AMERITECH NEW MEDIA, INC.

By:_____

Its:_____

11.5.03 The Grantee may disconnect installations, discontinue or deny service to a subscriber who operates or attempts to operate a television set on an installation for which no service fees are being paid (including the operation of more than one television set when the subscriber is paying for only one outlet), or permits any else to do the same, or who threatens the safety of any Grantee employee.

12. SERVICE AND PROGRAMMING PARITY

After the Completion of Construction, Grantee agrees to program at least substantially the same number of channels as it programs in other communities in Franklin County. Grantee also agrees to provide cable television service with substantially the same programs to Grove City, as it provides to other communities in Franklin County, except that in no event shall this Section be construed to require:

(1) The carrying in Grove City of another communities' Public, Educational or Governmental channels.

(2) The carrying of an Experimental Channel. For purpose of this Section, "Experimental Channel" shall mean a channel which is carried in Franklin County by Grantee but is carried for less than six (6) months.

(3) In the even the City has regulatory control over Grantee's rates, the City may enforce this Section only if the rates and charges in Grove City are the same or higher than another community with more channels of programming.

13. AGREEMENT CONTROLLING

From and after the Effective Date hereof, this Agreement shall supersede and replace all of the terms and conditions of any prior Agreement or understanding between

Federal laws, rules and regulations. Such rules, regulations, terms and conditions which affect service provided to subscribers shall be provided to the City upon their request.

11.4 Tenant Rights. Grantee shall be required to provide to tenants in individual units of a multiple housing facility all service offered to other subscribers within the service territory. However, the City shall waive this requirement to provide service if Grantee submits written evidence that the landlord of the multiple housing facility has demanded unreasonable conditions for installation, inspection and/or maintenance of the Grantee's system. Unreasonable conditions shall include but not be limited to demands for payments to the landlord or his agents.

11.5 Discontinuance of Service.

11.5.01 Disconnection Service. Grantee shall provide disconnection service for customers wishing to discontinue service. Grantee shall not charge for disconnection service. Grantee shall pro-rate subscriber's final bill from the day after the disconnect order is placed. Grantee shall restore cable service to customers wishing restoration, provided customer shall first satisfy any previous obligation owed including any additional deposit and/or penalty assigned.

11.5.02 The Grantee may disconnect installations and discontinue service to a subscriber upon failure by the subscriber to pay his/her bill within forty-five (45) days of rendition; provided, however, the Grantee shall give at least ten (10) days written notice to such delinquent subscriber, delivered either by mail or served in person, stating that service will be disconnected unless arrearages are paid before the expiration of the forty-five (45) day period.

to renew this Franchise, Grantee shall act so as to insure continuous, uninterrupted service.

In the event of a change of Grantee, or in the event a new operator acquires the system, Grantee shall cooperate with the City and new Grantee operator in maintaining continuity of service to all subscribers. During each period, Grantee shall be entitled to the revenues for any period during which it operates the system.

11.2.02 In the event Grantee fails to operate the cable television system for seven (7) consecutive days without prior approval of the City or without just cause, the City may, at its option, operate the system or designate an operator until such time as Grantee restores service to the City or a permanent operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform which are revenues the City received from the cable television system. If the City and Grantee cannot agree as to whether the failure to operate the cable television system was with just cause, the issue or just cause shall be submitted to a court with appropriate jurisdiction pursuant to Section 14 of this Agreement.

11.3 Grantee Rules and Regulations. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Grantee to exercise its right and perform its obligations under this Agreement, and to assure uninterrupted service to each and all of its customers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable City, State and

the City in writing within thirty (30) days of this discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strike.

11. SUBSCRIBER AND RESIDENT RIGHTS

11.1 Rights of Individuals.

11.1.01 Equal Employment Procedures. Grantee shall comply at all times with all applicable federal, state and local laws and regulations, and all executive and administrative orders relating to non-discrimination which are hereby incorporated and made a part of this Agreement.

11.1.02 Subscriber Information. The City and Grantee agree that any matter pertaining to the protection of subscriber privacy shall be governed by and comply with the provision of the Cable Act.

11.1.03 Fairness of Accessibility. The entire cable television system of Grantee shall be operated in a manner consistent with the principal of accessibility of its facilities, studios and other services to all citizens, businesses, public agencies and other entities having a legitimate use for the network; and no one shall be arbitrarily excluded from its use; allocation of use of said facilities shall be made according to the rules or decisions of Grantee and any regulatory agencies affecting the same.

11.2 Continuity of Service Mandatory.

11.2.01 It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to Grantee are honored. In the event Grantee elects to rebuild, modify or sell the system, or the City gives notice of intent to terminate or fails

The City shall have the right to inspect and audit the compilation of Grantee's Standard reports. The City may also retain independent reports for the purpose of analyzing and auditing Grantee's Standards reports.

8.2 Underlying Obligation. It is agreed between the parties that the payment of any liquidated damages by Grantee under this provision shall be deemed as adequate compensation to the City for the damages incurred in the delay in the performance or payment of the obligations indicated, and shall in no way be construed as relieving Grantee of the underlying obligations themselves.

9. SEPARABILITY

If this Agreement or any material Section thereof is determined by an appropriate government agency or judicial authority to be invalid or preempted by federal state or local regulations or laws, all of the provisions of the Agreement shall remain in effect and the City shall have the right to modify such invalid or pre-empted Section; provided, however that no such modification shall be materially inconsistent with the original intent of the invalid or pre-empted Section and shall not impose upon Grantee total financial obligations in excess of those imposed upon Grantee under this Agreement.

10. FORCE MAJEUR: GRANTEE'S INABILITY TO PERFORM

In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to any cause beyond its reasonable control and which could not reasonably have been anticipated at the time of execution of this Agreement, such inability to perform shall be deemed to be excused and no remedies for delay shall be imposed as a result thereof, provided Grantee has notified

(6) The providing of any services and programming and the staff and equipment necessary to activate them as required in this Agreement.

(7) Compliance with construction requirements unrelated to construction schedules.

8.1.02 Customer Service Standard Penalties. Grantee shall comply with the Customer Service "Standards" set forth in Exhibit C. At the request of the City, Grantee shall report its performance against the Standards.

In the event Grantee's performance falls below the Standards, then Grantee must report what steps are being taken to meet the Standards or why corrective action is not necessary (e.g. outages because of severe storm). Grantee will then report on a quarterly basis, its performance against any Standard which was not previously met until the Standard is met. Each quarterly report shall state what corrective steps are being taken.

In the event that Grantee fails to meet any Standard for two consecutive quarterly reports, liquidated damage of One Hundred Dollars ($100.00) per day may be assessed by the City. Prior to assessment, Grantee shall be afforded an opportunity to petition the City to waive the applicable customer service standard or to waive the assessment of liquidated damages. If liquidated damages are assessed, then such damages shall not commence until fifteen (15) days after the City's decision to deny Grantee's petition. The liquidated damage shall continue to be assessed at the rate of One Hundred Dollars ($100.00) per day until the Standards are met.

8. LIQUIDATED DAMAGES

8.1 Assessment of Liquidated Damages. Recognizing the difficulty in calculating the actual monetary damages which would be sustained by the City in the event of default by Grantee in certain provisions of this Agreement, the City and Grantee agree that the following shall constitute the liquidated damage amount to be assessed against the Letter of Credit that would reasonably compensate the City for said defaults. The assessment of these amounts against Grantee shall be at the sole option of the City and in addition to any other remedies available to the City, as specifically enumerated in this Agreement, and shall not be construed as penalties.

a. The failure to do, or cure any of the following within thirty (30) days after written notice to the Grantee that performance or payment is due, the sum of One Hundred Dollars ($100.00) per day, per occurrence from the date said performance or payment is due:

(1) The payment of any Franchise Fee or other payments required under this Agreement to the City.

(2) Providing equipment or the performance of any public service commitments provided in Section 7 of this Agreement.

(3) The performance of any testing, inspection or maintenance requirements or the providing of any reports with regard to such responsibilities as required by this Agreement.

(4) The providing of any data, documents, reports or information.

(5) Compliance with operational or maintenance standards.

ownership or to room units within hotels or motels; or to commercial establishments engaged in the sale of television receivers.

7.2.03 Grantee may for competitive or promotional purposes and its own discretion, waive, reduce or suspend connection or monthly fees for specific or undeterminate periods.

7.3 Rate Regulations.

7.3.01 To the extent that Federal or State law or regulation may now, or as the same may be hereafter be amended, authorize the City to regulate the rates for any particular service tiers, service packages, equipment or any other services provided by Grantee, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City.

7.3.02 If and when exercising rate regulation, the City shall consider, along with any other information it deems necessary or appropriate, the following factors in approving or disapproving a rate increase request: the ability of the Grantee to render system services and to derive a reasonable profit therefrom under the existing rate schedule and under the proposed rate schedule; the revenues and profits derived from system services; the efficiency of the Grantee; the quality of the service offered by the Grantee; the fair value cost of the system less depreciation; a fair rate of return over the life of the Agreement with respect to Grantee's investment; fairness to City residents, subscribers and users. The City may retain rate consultants as it deems appropriate.

6. SERVICES AND PROGRAMMING

Grantee shall make a good faith effort to provide a broad range of basic services and premium services and all necessary equipment for the reception of such services in the programming categories set forth in Exhibit A attached hereto, and as otherwise required by this Agreement.

7. RATES AND CHARGES

7.1 Fee Schedule. The rates and charges to be initially charged by Grantee for basic service, as well as all other rates and charges, are those set forth in Exhibit B, which is incorporated herein by reference and which shall be provided to the City not less than fourteen (14) days prior to system activation. The Grantee shall give notice to the City of any modifications to its rates and charges or additional charges thirty (30) days prior to the effective date thereof.

7.2 Subscriber Rates - Conditions.

7.2.01 Grantee shall publish and make available to each potential subscriber and the City a schedule of all applicable fees and charges for providing cable television service.

7.2.02 Unless specifically authorized by law, Grantee shall not, with regard to fees, discriminate or grant any preference or advantage to any person on the basis of race, sex or age; Grantee may, however, negotiate fees with groups of subscribers as follows: Fees may be negotiated between Grantee and the subscribers, or a committee acting in behalf of subscribers, for basic service provided to multiple dwelling units within an apartment building, condominium, garden apartment, to townhouse complex under common

evaluation by City, Grantee shall fully cooperate with the City in providing such information and documents as City may reasonably need to perform the review.

5.12.04 Topics which may be discussed at any scheduled or special evaluation session may include, but shall not be limited to, future needs assessment, state of the art, system performance, services provided, programming offered, customer complaints, privacy, amendments to the Franchise Agreement, judicial and FCC rulings, line extension policies, Grantee's ascertainment of community needs and use of the system, insurance requirements and Grantee or City rules. Either the City or the Grantee may select additional topics for review.

5.12.05 The log, which may be in the form of computer records, maintained by Grantee regarding subscriber complaints, records of performance tests and other relevant operation and service information may be reviewed. In addition, any subscriber may submit complaints during the review meetings, either orally or in writing and these shall also be considered. Grantee shall fully cooperate with the City in providing such information and documents as the City needs to perform the review. Grantee shall be represented by its general manager or appropriate designee.

5.12.06 Within thirty (30) days after conclusion of the system performance review meetings, the City shall issue written findings with respect to the adequacy of system performance and quality of service under this Agreement. If inadequacies are found, the City may exercise its enforcement powers under this Agreement and applicable law.

performance of the system. The City may require, for good cause. that the tests be supervised by a professional engineer or an engineer with proper training and experience approved by the City, not on the permanent staff of the Grantee. The City's right to require Grantee to perform such additional tests shall include requiring tests, analysis and reports covering specific subjects and characteristics based on complaints or other evidence giving the City reasonable grounds to believe that the complaint or evidence require tests to be performed to protect the public.

5.12 Performance Evaluation Session/Future Needs Assessments.

5.12.01 To evaluate technological, economical and regulatory changes in the state of the art of cable communications, to facilitate renewal procedures, to promote the maximum degree of flexibility in the cable system and to plan for a continuing advanced modern system, the City and Grantee shall comply with the following system and services review provisions set forth in this Section.

5.12.02 The City may require, upon each fifth anniversary of the system, performance evaluation sessions or at any time during the terms of the Franchise or as required by federal or state law.

5.12.03 Each session shall be open to the public with notice of the date, time and locations of all hearings given by the City at least thirty (30) days prior to the session. Members of the public shall be afforded an opportunity to comment at the sessions. Any materials required by the City shall be filed in preparation for the session. Copies of all materials filed with the City Administrator in conjunction with this review shall be matters of public record unless deemed otherwise under applicable law. During a review and

a qualified registered professional engineer or an engineer with proper training and experience.

5.11.02 System monitor test points shall be established at or near the output of the last amplifier in the longest feeder line, at or near the trunk line extremities, and at no fewer than eight (8) widely scattered locations. At least once each month. the following data shall be obtained and recorded for each monitor test point along the rebuilt potion of the system, made available for inspection by the City, and retained in Grantee's files until the relevant portion of the system has been either substantially rebuilt or replaced:

a. Visual and aural carrier levels on each active channel.

b. Carrier-to-noise ratio of at least (four) 4 frequencies distributed across the passband (to avoid interrupting service, these measurements may be approximate and will be used only to detect significant changes).

c. Any other data which the City may reasonably require.

5.11.03 At any time after expansion of the subscriber network to 77 channels, the City may perform technical tests of the cable system during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the cable system in order to determine whether Grantee is in compliance with this Agreement. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than ten (10) business days, and providing a representative of Grantee an opportunity to be present during such tests.

In addition to the City's authority to perform technical tests, the City shall have the right and authority to require the Grantee to periodically test, analyze and report on the

(8) Difference gain NA

(9) Differential phase NA

In addition, Grantee shall use its best efforts to meet or exceed the following specifications at the mean system temperature of sixty-eight (68) degrees Fahrenheit. However, in the event Grantee's best efforts fail to meet these standards, no liquidated damages shall apply. This shall include the effects of dropcables, interior splits and any terminal equipment such as descramblers and set top converter.

(1) Second order beat ratio -60dB

(2) Hum 2%

(3) Composite triple beat ratio (CW) -51.5dB

(4) Cross modulation ratio (NCTS) -51.5dB

(5) Carrier to noise ratio -43.5dB

(6) Envelope delay (chrominance and luminance delay inequality) 200 ns max.

(7) Difference gain + - 5%

(8) Differential phase + - 5%

5.11 Tests and Performance Monitoring.

5.11.01 No later than thirty (30) calendar days after a request from the city when any new portion of the cable television system is made available for service to subscribers, technical performance test shall be conducted by Grantee to demonstrate full compliance with the technical standards of the FCC, this Agreement, the Grantee's renewal proposal and applicable local law. These tests shall be performed by, or under the supervision of,

link shall be the responsibility of Ameritech New Media. The coaxial cable link shall be constructed within sixty (60) days of the issuance of the necessary permits.

5.9.01 In lieu of complying with the provisions of paragraph 5.9 hereof, Grantee may make a one-time election to provide the City the following fees:

1. For each year after the effective date of this Agreement, a payment of one half of one percent (.5%) of Gross Revenues, which fee shall not be a Franchise Fee hereunder. This payment will be made within forty-five (45) days after the end of each calendar year during the term of the Franchise.

5.10 Technical Standards. The Federal Communications Commission (FCC) Rules and Regulations, Part 76, Subpart K (Technical Standards), shall apply. The combined forward trunk and distribution system shall deliver signals to each subscriber's TV receiver that will meet or exceed the following FCC specifications at the mean system temperatures of sixty-eight (68) degrees Fahrenheit. This shall include the effects of dropcables, interior splits and any terminal equipment such as descramblers and set top converter.

(1) Second order beat ratio	-46dB
(2) Third order beat ratio	-46dB
(3) Hum	5%
(4) Composite triple beat ratio	-46dB
(5) Cross modulation ratio	-46dB
(6) Carrier to noise ratio	-36dB
(7) Envelope delay (chrominance and luminance delay inequality)	NA

5.6 Emergency Override. Grantee shall comply with the applicable FCC Rules and Regulations regarding the Emergency Alert Systems (EAS) by providing the system capability to transmit an emergency alert signal, in the event of disaster or public emergency.

5.7 Standby Power. Grantee shall provide standby power generating capacity at the cable communications system control center and at all hubs. If necessary, Grantee shall maintain standby power system supplies at various locations along the trunk routes. The locations will be determined by the Grantee based on historic operating power to the cable. Grantee shall provide standby power for critical system elements for a minimum of two (2) hours of continuous operation at zero (0) degrees Fahrenheit in the event of commercial power failure. Since battery efficiency is a function of temperature, the specification is therefore rated at nine (9) degrees Fahrenheit.

5.8 Parental Control Lock. Grantee shall make available to subscribers a device that will allow them to restrict viewing of any channel(s).

5.9 Service to Public Building. The Grantee shall provide one free installation to the subscriber network and free monthly basic service to one outlet in all public and state chartered schools, City government buildings, fire stations, police stations and libraries which are passed by Grantee's cable. Installation of additional outlets shall be provided at cost. Grantee shall construct and maintain for the City a coaxial cable link between the City Hall, located at 4035 Broadway, and City Safety Building, located at 3360 Park St. Any electronics necessary at either site shall be the responsibility of the City including, but not limited to acquisition, repair and replacement. Any maintenance of the coaxial cable

service described in this Agreement within thirty-six (36) months of the date of this Agreement.

5.2 Channel Capability. Grantee shall construct the cable television system to deliver signals at frequencies not less than 550 Megahertz (MHz), and be capable of delivering 77 video channels and be programmed to at least 45 channels.

5.3 Addressability. The Grantee shall make available to subscribers technology which will, among other things, enable subscribers to receive pay-per-view programming. Such technology shall also feature, at no additional charge, a built-in parental control device. Using the addressable converter technology, programming changes may be accomplished without waiting for a cable technician to be dispatched.

5.4 Sale of Equipment. Grantee shall not sell, lease or repair television sets and video cassette recorders.

5.5 Interconnection. Grantee will fully cooperate with any regional interconnection authority or city, county, state or federal agency which may be established for the purpose of providing for the interconnection of cable systems beyond the boundaries of the communities presently served by the Franklin County cable television system.

Upon request by the City, Grantee shall negotiate in good faith to interconnect the cable television system with other cable television systems within the City and in neighboring jurisdictions to distribute access, local origination and institutional services. Within six (6) months of a request by the City, Grantee shall report in writing to the City the results of the negotiations. Grantee shall provide its fair share of the costs required to interconnect with other cable systems on the monthly basic service rate.

4.2 Service Area. Grantee shall have the right and obligation to serve all dwelling units in the service area. Notwithstanding the above Grantee shall not be required to serve any area where the number of homes per cable mile is less than thirty-five (35) homes per mile.

4.2.01 Installation/Extension. Grantee agrees to install conduit and/or cable, to the reasonable extent possible, at the same time, and in conjunction with, the installation of other utility facilities in new housing developments or other unserved areas located in the Service Area.

4.3 Right of Inspection of Construction. The City shall have the right to inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

4.4 Right to Ascertain Technical Performance.

4.4.01 In order to ascertain the continuing technical performance of the cable system, the City shall conduct technical evaluations whenever it determines it necessary.

4.4.02 The City retains the right at all times to conduct technical and/or operational evaluations of the system if the City believes that reasonable justification exists to warrant said evaluation. The City shall bear the total expense for said evaluation.

5. SYSTEM DESIGN AND PERFORMANCE REQUIREMENTS

5.1 System Configuration and Construction Schedule. The cable television system shall consist of a subscriber network. This network shall have bi-directional communication capability in its configuration. The cable television system shall offer the

City within seven (7) days of the City's request. Confidential data exempt from public disclosure shall be retained in confidence by the City and its authorized agents and shall not be made available for public inspection unless required by law.

3.13 Form of Notice. Unless otherwise specified, any notice required to be given by either the City or Grantee shall be in writing and shall be sent by certified mail. Grantee's System manager and the City Administrator shall be the recipient of any notice issues pursuant to this Agreement.

3.14. Supervision of the Franchise. It shall be the right of the City at all times to be kept fully informed as to all matters in connection with or affecting the construction, reconstruction, maintenance, operation and repair of the properties of the Grantee, and the conduct of the Grantee's business in the City and of service being rendered by the Grantee. Grantee shall use its best efforts to keep the city, through the City, fully informed of any pending or effective changes in Federal or State law affecting the operation of cable communications systems.

4. CONSTRUCTION AND SERVICE REQUIREMENTS

4.1 General. Grantee agrees to construct, operate and maintain the cable television system subject to supervision and inspection by the City and in full compliance with the regulations, including applicable amendments, of the Federal Communications Commission and all other applicable federal or local laws and regulations, including the latest editions of the National Electrical Safety Code and the National Fire Protection Association National Electrical Code.

adopted as Grantee's policy in connection with its subscribers, shall be filed with the City upon request of the City. Grantee shall maintain work orders for service calls including all material subscriber complaints received, corrective actions completed and all performance tests undertaken, and shall file with the City upon request a semi-annual summary of such work orders.

3.12.03 Within thirty (30) days after the close of Grantee's fiscal year, the Grantee shall submit a written annual report, including, the information in a. below, and, if requested by the City, the information in b. and c. below:

a. A summary of the previous year's (or, in the case of the initial reported year, the initial year's) activities in development of the cable system, including, but not limited to, services begun or discontinued during the reporting year, and the number of subscribers;

b. A list of stockholders or other equity investors holding ten percent (10%) or more of the voting interest in the Grantee, as well as the percentage interest held by each investor;

c. Any annual shareholders reports of the company or its parent companies.

3.12.04 Reports. The Grantee, upon request of the City, shall submit to the City copies of all pleadings and applications submitted by the Grantee to, as well as copies of all non-routine decisions, correspondence and actions by, any Federal, State and local courts and State or Federal regulatory agency or commission specifically relating to its Franklin County cable television operations. Grantee shall submit such documents to the

City, upon request of the City, in preparing the Study of such future cable-related needs and interests. The City may determine that the study should be conducted by an independent consultant.

3.12 Business/Operations Records and Reports.

3.12.01 The Grantee shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books and records shall be consistent with generally accepted accounting practices and such information shall be made available for inspection by the City or its designee for purposes of ensuring compliance with the terms of the Franchise. All such books and records shall be retained in Grantee's files not less than three (3) years.

The City or its designee shall have the authority to examine, review, audit and obtain copies of papers, books, revenue records, documents, plans and other records of the Grantee at reasonable time and for reasonable purposes to enforce this Agreement. Such information shall be made available during normal business hours and upon reasonable notice to Grantee. In addition, the City shall have the right to reasonably inspect the plant, equipment and other property of the Grantee within its jurisdiction. Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. City shall preserve the confidentiality of information disclosed to it by the Grantee to the extent permissible by law.

3.12.02 Copies of Grantee's schedule of charges, contract or application forms for basic service, policy regarding the processing of subscriber complaints, delinquent subscribers, disconnect and reconnect procedures and any other terms and conditions

however, that judicial rules of evidence shall not apply to either party with regard to evidence or material which may be considered at the hearing. Notice of the hearing shall be published at least ten (10) days prior to the hearing in a newspaper of general circulation within the City, and such notice shall include a statement of opportunity for public comment at the hearing.

Upon completion of the hearing the City shall, within a reasonable time, take action on the issue of whether to terminate the Franchise.

3.11.04 Grantee's Termination Obligation. Should the City decide to terminate the Franchise, Grantee shall continue to operate the cable television system under the terms of his Franchise until the City has selected a new operator, but in no event longer than three (3) months.

3.11.05 Renewal. The City and Grantee agree that any proceedings undertaken by the City relating to the renewal or extension of the Franchise shall be governed by and comply with the provisions of the Cable Act in effect at the time of the renewal request. In the event the procedures and substantive protections set forth therein are preempted and/or superseded by the provisions of any subsequent federal or state law, or such renewal provisions are deemed inapplicable or null and void, the City retains the right to establish substantive and procedural rights, governing any request by the Grantee for renewal or extension of the Franchise, to the extent permitted by law.

Concurrent with a request for renewal of the Franchise under the provisions of this Franchise and the Cable Act, the Grantee shall undertake a study of future cable-related community needs and interests at the request of either party. The Grantee shall assist the

(1) Notice. For those acts of non-compliance set forth in Section 3.11.02 of this Agreement, the City shall notify Grantee in writing of the nature and facts of the non-compliance and shall advise Grantee that it must correct such non-compliance within:

a. Thirty (30) days after receipt for failure to pay and/or provide to the City any Franchise Fee, financial obligation or benefit to be provided under Section 7 of this Agreement, or any damages, costs or expenses which the City is compelled to pay by reason of any act or default of Grantee in connection with this Franchise;

b. Thirty (30) days after receipt of notice for any other violations set forth in Section 3.11.02 of this Agreement.

The City may at its discretion, extend the period for correction if it determines that correction cannot be accomplished within the applicable time period specified above due to the inherent nature of the non-compliance.

(2) Actions by City. Upon a finding by the City Administrator that Grantee has materially breached the terms and conditions of this Agreement for one or more grounds set forth in Section 3.11.02 and that Grantee has and previously been given notice and has failed to take corrective actions as required by the City, the City may terminate the Franchise. Prior to action by the City to terminate this Franchise, Grantee shall be afforded an opportunity to appear before the City Council at a hearing which shall be open to the public. At least ten (10) days prior to such hearing, the City shall notify Grantee of the time and place of hearing and shall provide Grantee with a written statement of documents, testimony or other evidence expected to be considered at the hearing. Grantee shall be afforded an opportunity to present evidence on its behalf at such hearing; provided,

3.11.02 Termination After Opportunity to Correct. The following constitutes grounds for termination of the Franchise after completion of the procedures set forth in Section 3.11.03(b):

(a) Failure, refusal, or neglect to construct, conduct, operate or maintain the cable television system to comply substantially with the material terms of this Agreement;

(b) Failure, refusal or neglect to comply substantially with the conditions of street occupancy;

(c) Arbitrary or capricious discontinuance of cable service to subscribers;

(d) Insolvency or inability of Grantee to pay its debts; or,

(e) Failure to pay and/or provide to the City any Franchise Fees, financial obligation or benefits provided under Section 7 of this Agreement, to pay any damages, costs or expenses which the City is compelled to pay by reason of any act or default of Grantee in connection with this Franchise.

3.11.03 Procedures for Termination.

(a) Non-Compliance Under Section 3.11.01. Upon a preliminary finding by the City of grounds under Section 3.11.01, written notice shall be given to the Franchisee of intent to terminate the Franchise, stating the reasons; and a public hearing will be held and Grantee shall be afforded an opportunity to present evidence on its behalf at such hearing. Upon completion of the hearing the City shall, within a reasonable time, take action on the issue of whether to terminate the Franchise.

(b) Non-Compliance Under Section 3.11.02.

(b) If a public hearing is deemed necessary, such hearing shall be conducted within thirty (30) days of such a determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof.

(c) Within thirty (30) days after the closing of the public hearing, the City shall approve or deny in writing the transfer request. Such approval shall not be reasonably withheld.

3.10.04 The proposed assignee must be able to provide proof of financial. legal, technical, and, as to controlling persons, character qualifications, as well as, for non-public companies, a complete disclosure of all those persons holding an ownership interest in the proposed assignee.

3.10.05 In no event shall consent to transfer be required in the event of a transfer or assignment to an entity Controlling, Controlled by or under the same Control as Grantee. In any proceeding pursuant to this Section, Grantee must demonstrate that the transfer or assignment is to an entity Controlling, controlled by or under the same Common Control as Grantee or prior approval of the City is required.

3.11 Franchise Termination and Renewal.

3.11.01 Termination. In addition to any grounds for termination provided in the Cable Act, the following constitutes grounds for termination of the Franchise in accordance with Section 3.11.03(a):

(a) Bankruptcy of Grantee;

(b) Practice of any fraud or willful misrepresentation of any material fact upon the City or subscribers by Grantee.

(e) Existence of necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;

(f) Existence of the necessary production construction and technical equipment and facilities or the ability to obtain them;

(g) Qualification and eligibility to receive this Agreement under applicable laws and regulations; and,

(h) Grantee's material compliance with this Agreement and all existing laws and regulations of the City of Grove City, the State of Ohio, the Federal Communications Commission and the United States of America.

3.10.02 No person who has a Controlling Interest in the Grantee shall transfer, sell, assign or otherwise dispose of its or his interest so that control of the Grantee is transferred without the prior consent of the City which consent shall not be unreasonably withheld. The City may take legal or equitable action to set aside, annul, revoke or cancel the transfer of the ownership interest, if the transfer is not made according to this Agreement. A transfer which violates any such provision shall be deemed a material breach of this Agreement and may be grounds for termination pursuant to Section 3.11.02.

3.10.03 Any sale, transfer or assignment proposed by Grantee shall be preceded by formal written notification, referring to this Section, which shall be filed with the City at least ninety (90) days prior to any proposed sale, transfer or assignment.

(a) The City shall reply in writing within thirty (30) days of the request and shall indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on the City or its customers.

expense of the temporary changes, including standby time, shall be paid by the permit holder and the Grantee shall have the authority to require payment in advance.

3.9.09 Provided reasonable notice is given to the City, Grantee shall have the authority to trim trees on public property and within utility easements at its own expense as may be reasonably necessary to protect its wire and facilities, subject to the supervision and direction of the City. Trimming of trees on private property shall require consent of the property owner. The Grantee shall reasonably compensate the City or property owner for any damages caused by such trimmings.

3.10 Sale, Transfer or Assignment.

3.10.01 The Agreement granted hereunder shall be a privilege to be held in personal trust by Grantee. It shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise by forced or involuntary sale, without the prior consent of the City, which shall not be reasonably withheld. The City may consider the following factors in determining whether to grant or withhold consent:

(a) Adequacy of financial resources ro perform the contract, or the ability to obtain them;

(b) Ability to perform in timely manner, considering all existing commitments;

(c) Existence of satisfactory performance records;

(d) Existence of satisfactory record of integrity and business ethics;

Section shall be construed to supersede any provisions of existing laws or regulations with respect to the prohibition of the installation of overhead wiring in certain areas of the City.

3.9.06 All transmission lines, equipment and structures shall be so installed and located as to cause minimum interferences with the rights. appearance and reasonable convenience of property owners who adjoin on any public way and at all times Grantee's transmission lines, equipment and structures shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ ordinary care and shall install and maintain in due commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisance to the public. Any pole or other fixtures placed in any public way shall be placed in a manner so as not to interfere with the usual travel on the public way.

3.9.07 Grantee shall, at its own expense and in a manner approved by the City, restore to reasonable City standards and specifications, on a permanent basis, any damage or disturbance caused to the public way as a result of its operations or construction of its operations on its behalf. If restoration is not performed to the City's reasonable satisfaction, restoration may be performed by the City after reasonable notice and opportunity to correct and the costs associated therewith shall in that event be billed to Grantee for the full width of the permanent improvement.

3.9.08 At the request of any person holding a valid permit issued by the City to remove a building, and upon at least fourteen (14) days notice, Grantee shall temporarily raise, lower or cut its wires as may be necessary to facilitate the move. The actual

said public way, or any part thereof is ordered closed, The City shall review all applications to close all or part of a public way, and where such applications effect the rights and privileges granted hereunder shall, as appropriate, make such recommendations regarding the proposed closing to protect and promote the public interest in cable television.

3.9.03 All excavation work performed by Grantee in any public way shall be subject to all applicable laws, rules and regulations of the City or any agency thereof. Unless otherwise provided, nothing in this Agreement shall be deemed to relieve Grantee of the Obligation to obtain all permits, licenses, authorizations and approvals, or to meet any condition or requirement of any law, rule or regulation of general applicability in respect to the use, installation, construction, repair, removal or maintenance of Grantee's facilities in, on, under or above the public ways within the City.

3.9.04 Grantee shall utilize existing poles, conduits and other facilities whenever practicable. and shall not construct or install any new, different or additional poles. conduits or other facilities until the written approval of the City is obtained.

3.9.05 Where electrical, telephone utility and cable television wiring are located underground, either at the time of initial construction or subsequent thereto, and there is adequate capacity in the existing utility conduits for television cable, the cable shall be located underground. If there is not adequate capacity in the existing underground conduits, the City shall determine whether cable wiring should be located underground or overhead after considering, among other matters, economic factors impacting upon Grantee's operations. The decision of the City respecting this matter shall be binding on Grantee, provided the decision is not unreasonable, arbitrary or capricious. Nothing in this

3.8.03 The City may withdraw funds from the Letter of Credit only if the Grantee fails or refuses to pay the City the amount of any liquidated damages due and owing to the City under this Agreement within ten (10) days after receipt of written demand from the City.

3.8.04 The Letter of Credit shall be maintained in the amount of Four Thousand Five Hundred Dollars ($4,500.00) on an annual basis. Within thirty (30) days of any withdrawal of funds, Grantee shall re-establish the fund in the full amount. Failure to do so shall be deemed a material breach of this Agreement and may be grounds pursuant to Section 3.11.02 of this Agreement.

3.9 Occupancy of Public Ways.

3.9.01 Nothing in this Agreement shall abrogate the right of the City to the extent required or permitted by law to perform any public works or public improvement of any description. In the event the cable television system interferes with the construction, operation, maintenance or repair of such public projects access to which is granted to Grantee under the terms of this Agreement, Grantee shall, upon the granting of its request for access, protect or promptly alter or relocate the cable television system, or any part thereof, as directed by the City Engineer or the City Administrator at Grantee's own expense.

3.9.02 Nothing in this Agreement shall be construed as a waiver or release of the right of the City in or to public ways within the City. In the event that all or part of a public way is eliminated, discontinued and closed, all rights and privileges granted pursuant to this Agreement with respect to said public way, or any part thereof so eliminated, discontinued and closed, shall cease upon the Effective Date of the ordinance in which

damage insurance required by this Section shall indemnify, defend and hold harmless Grantee and the City and the respective committee members, officers, boards, commissions, agents and employees of each from and against all claims made by any person for property damage caused by the operation of Grantee under the Franchise herein granted or alleged to have been so caused or alleged to have occurred.

(b) Commercial General Liability - Five Million Dollars ($5,000,000.00) per occurrence with a Five Million Dollar ($5,000,000.00) aggregate. Commercial General Liability insurance required by this Section shall indemnify, defend and hold harmless Grantee and the City and the respective board members, officers, boards, commissions, agents and employees of each from any and all claims made by any person on account of injury to, or death of a person or persons caused by the operations of Grantee under the Agreement herein granted or alleged to have been so caused or alleged to have occurred.

(c) Worker Compensation. Grantee shall meet all requirements of all applicable Ohio Worker Compensation laws and submit to the City proof that satisfactory Worker Compensation policies or self insurance is in force if requested.

3.8 Letter of Credit.

3.8.01 Upon the Effective Date of the Franchise, Grantee shall establish an irrevocable Letter of Credit in the amount of Four Thousand Five Hundred Dollars ($4,500.00), and in a form reasonably acceptable to the City Attorney. This security fund may take other forms mutually agreed upon between Grantee and the City Attorney.

3.8.02 The Letter of Credit shall be available to the City for the payment of any liquidated damages assessed against the Grantee pursuant to Section 8.1.

Indemnified expenses under this Section shall include, but not be limited to, all out-of-pocket expenses, such as attorney fees. The indemnity contained herein is conditioned upon the City or other indemnified party giving Grantee adequate notice of the receipt of notice of suit, i.e., service upon the City or other indemnified party of any suit or action covered by the terms of this Section and reasonably prior to settlement of any claim, suit or action.

The City shall:

1. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding;

2. Fully cooperate in the defense of such claim and make available to Grantee all pertinent information under its control relating thereto.

3.7 Insurance.

3.7.01 At all times during the term of this Agreement, including any time for removal of facilities or management, Grantee shall obtain, maintain and pay all premiums for all insurance policies described in this Section. Within sixty (60) days of the Effective Date of the Agreement granted hereunder, Grantee shall file with the City certificates of insurance naming Grantee as an additional insured. Such policies shall designate the City as an additional named insured. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and may be grounds for termination pursuant to Section 3.13 of this Agreement.

(a) Property Damage Liability - Three Million Dollars ($3,000,000.00) per occurrence with a Five Million Dollar ($5,000,000.00) umbrella policy. The property

such event neither the City nor any agent thereof shall be liable to Grantee for any damage caused to Grantee's facilities other than to the extent permitted or provided by law.

3.6.04 Other than to the extent permitted or provided by law, the City shall not be liable to Grantee for any damage or loss caused to any facility under the control of Grantee, as a result of protection, breaking though, movement, removal, alteration or relocation of any part of the cable television system by or on behalf of Grantee or the City in connection with any emergency, public work or public improvement. Except for any emergency, the City shall provide reasonable notification to Grantee prior to breaking through, movement, removal, alteration or relocation of any part of the cable system, and, except for any emergency, the City shall also provide Grantee with the opportunity to perform such action on behalf of the City.

3.6.05 Other than to the extent permitted or provided by law, the City, its officers, employees and agents shall not be liable to Grantee for any damages that may be incurred by Grantee as a result of the City's lawful exercise of any right vested pursuant to this Agreement, or other applicable laws.

3.6.06 Grantee shall, at its sole cost and expense, indemnify and hold harmless the City, its committee members, officers, boards, commissions, contractors, and employees acting in their official capacity against any and all claims, suits, causes of action, proceedings and judgments for damages and costs and expenses related thereto, arising out of other services delivered by Grantee, or arising out of any failure by Grantee or licensees of programs and other services to be delivered by Grantee, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement.

acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid to the City shall be subject to audit and recomputation by the City.

3.5 Form of Payment. Unless otherwise provided in this Agreement, all payments required by this Agreement to be made payable to the City shall be made payable by check to the order of City of Grove City, c/o the Finance Director.

3.6 Liability and Indemnity.

3.6.01 As between the City and Grantee, Grantee shall be responsible for any damage or loss to any real or personal property, and for injury to or death of any person arising our of or in connection with the construction, operation, maintenance, repair or removal of the cable television system, or in respect to any of its activities or the activities of any of its subcontractors within the scope of the provision of cable television services. Unless the City is solely responsible for any loss of or damage to property, Grantee shall replace, repair or restore all such property to its prior condition within a reasonable time and at its own expense.

3.6.02 Except as caused solely by its own actions or omissions or those of its officers, agents or employees, the City, its officers, employees and agents shall not be liable for any loss or damage to any person, arising out of or in connection with the construction, operation, maintenance, repair or removal of the cable television system, or in respect to any activity within the scope of the provision of cable television service.

3.6.03 The City may remove or damage Grantee's facilities in the case of fire, disaster or other emergency as determined by the City Administrator or the Fire Chief. In

3.2.01 The City shall have the right to audit and to recompute any amounts determined to be payable in satisfaction of the annual Franchise Fee. Any additional amount due the City as a result of the audit shall be paid by Grantee within 30 days after Grantee receives a written notice from the City. The notice which the City sends to Grantee shall include a copy of the audit report. Grantee shall pay the reasonable cost of the audit if the City determines that the annual payment to the City for the preceding year is thereby increased by more than five percent (5%).

3.2.02 In the event that payment of any Franchise Fee amount which has been recomputed pursuant to Section 3.2.01 of this Agreement is not made on or before the expiration of thirty (30) days following written notice by the City, Grantee shall be charged and shall pay, in additional to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred (200) basis points of interest compounded daily from the due and recomputed amount. The prevailing prime rate shall be the prime rate of Bank One in Columbus, Ohio.

3.3 Reimbursement of City Expenses. Within (thirty) 30 days after the Effective Date of the Franchise, Grantee shall reimburse the City for all reasonable expenses, including consultants in awarding this Agreement. This payment shall be non-refundable. Fees paid by the Grantee under this Section shall not be deducted from the Franchise Fee paid to the City, and shall not be considered part of such Franchise Fee. Notwithstanding the above, the total amount reimbursed herein shall not exceed $25,000.

3.4 Payment to City. No acceptance by the City of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such

2.6 Rights Reserved to the City. The City shall have the right to exercise its governmental powers to the full extent that the powers, now or hereafter, may be vested in or granted to the City. The Grantee acknowledges that its rights hereunder are subject to the power of the City to enact or enforce any consumer protection laws of general applicability not inconsistent with other laws or this Franchise.

2.7 Incorporation by Reference or Exhibits. Exhibits A, B and C attached hereto or to be provided to City by Grantee (fourteen) 14 days prior to system activation, are hereby incorporated and made a part of this Agreement.

3. GENERAL REQUIREMENTS

3.1 Governing Requirements.

3.2 Franchise Fee. Grantee shall pay to the City an annual Franchise Fee equal to five percent (5%) of annual gross revenues. The annual Franchise Fee shall be payable quarterly. Grantee's fiscal quarters for payment of the annual Franchise Fee shall extend from January 1 to March 31 for the 1st quarter; from April 1 to June 20 for the 2nd quarter; from July 1 to September 30 for the 3rd quarter; and from October 1 to December 31 for the 4th quarter. Commencing with the Effective Date of the Agreement, Grantee shall file with the City within (thirty) 30 days after the expiration of each of the quarters stipulated herein, a revenue statement clearly showing the gross revenues of Grantee during the preceding quarter. Grantee shall pay to the City at the time the statement is filed a sum equal to the 4th quarter, an annual report, prepared and certified by an authorized officer showing the yearly total gross revenues.

Construction does not occur prior to the end of the third year from the Effective Date then the term shall be three years.

2.2 Right of the City to Issue Franchise. Grantee acknowledges and accepts the right of the City to issue a Franchise.

2.3.01 Duration. The term of the Agreement shall be fifteen (15) years from the Effective Date of the Franchise unless terminated sooner as hereinafter provided.

2.4 Consent Not Exclusive. The Consent granted hereunder is expressly conditioned upon the reservation by the City of the right through its proper officers, to grant to other persons or corporations, rights, privileges or authority similar ro the rights, privileges and authority herein set forth, in the same or other streets and public ways. All such future grants shall be on similar, but not necessarily identical terms and conditions except that channel capacity may be different.

2.5 Franchise Acceptance.

2.5.01 Grantee, by executing this Agreement, accepts the Franchise granted herein, and agrees to be bound by, and guarantees the performance of all the terms and conditions contained herein.

2.5.02 Grantee, by accepting the Franchise, acknowledges that it has not been induced to accept the same by any promise, oral or written, by it on behalf of the City or by any third person regarding any term or condition imposed by law or this Agreement, not contained herein. Grantee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding receipt of the Franchise.