

ORDINANCE NO. 2007-89

TOWN OF MIAMI LAKES, FLORIDA

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; CREATING A NEW CHAPTER OF THE TOWN OF MIAMI LAKES CODE, ENTITLED "MIAMI LAKES CABLE TELEVISION AND OPEN VIDEO SYSTEM ORDINANCE"; PROVIDING THE TERMS AND CONDITIONS FOR THE OPERATION OF CABLE TELEVISION AND OPEN VIDEO SYSTEMS THAT USE THE TOWN'S RIGHTS-OF-WAY; PROVIDING DEFINITIONS; PROVIDING FOR REQUIREMENTS FOR THE GRANT OF LICENSES; PROVIDING FOR MINIMUM FACILITIES; PROVIDING FOR CONSUMER PROTECTION STANDARDS; PROVIDING FOR ENFORCEMENT AND ADMINISTRATION; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Miami Lakes ("Town Council") has determined it is in the public interest of Town of Miami Lakes ("Town") to permit the operation of one or more cable television systems in the Town; and

WHEREAS, two cable operators are currently occupying the Town's public rights-of-way and operating cable systems pursuant to licenses granted by Miami-Dade County; and

WHEREAS, it is the intent of the Town to exercise its authority as a local franchising authority to the fullest extent allowed by federal Law, the Florida Constitution, and Florida Law; and

WHEREAS, in many areas cable services have expanded currently into bundling cable television with other services, and is a rapidly growing and significant participant in the communications industry offering a wide variety of video programming, pay-per-view movies, two-way interactive programming, digital services, Internet access, local and long distance telephone service, and other broadband communications services; and

WHEREAS, competition among providers of cable services is favored by local governments striving to assure that their residents are given the opportunity to receive higher quality and more services at lower rates; and

WHEREAS, it is in the best interests of the health, safety and general welfare of the citizens and residents of Town of Miami Lakes to enact a comprehensive ordinance governing cable television and open video system licensees and the administration of such licenses, and establishing minimum service requirements, consumer protection, and construction standards that takes into consideration the aforementioned developments in the industry and in the regulatory environment; and

WHEREAS, providers and potential providers of cable television and other broadband services as well as residents of the Town have had an opportunity to provide input with respect to the provisions of this ordinance; and

WHEREAS, to enact this Ordinance, the Town Council of the Town of Miami Lakes deems it in the public interest to create the “Town of Miami Lakes Cable and Open Video Systems” Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, THAT:

Section 1. The foregoing WHEREAS clauses are hereby adopted and incorporated herein as if fully set forth in this Section.

Section 2. Chapter ___ of the Code of the Town of Miami Lakes, Florida, is hereby created to read as follows:

CHAPTER ____
CABLE TELEVISION AND OPEN VIDEO SYSTEMS

ARTICLE. I GENERAL PROVISIONS.

Section ____-1. Short Title.

This Article shall be known and may be cited as the “Town of Miami Lakes Cable and Open Video Systems” Ordinance.

Section ____-2. Intent and Purpose.

A. It is the intent of the Town and the purpose of this Article:

- (1) To promote the public health, safety, and general welfare by providing for the grant of one or more licenses for the construction and operation of a cable system or cable systems and open video systems within the Town;
- (2) To provide for the regulation, to the full extent provided for by law, of each cable system and open video system within the Town in the public interest;
- (3) To provide for the payment of fees and other valuable consideration by a Licensee to the Town for the use of Town’s rights-of-way consistent with Florida and federal law;
- (4) To promote the widespread availability of quality cable services to the Town’s residents and businesses, the Town, and other public institutions;
- (5) To encourage the development of cable and other communications technologies as a means of communication between and among members of the public, businesses, the Town, and other public institutions;
- (6) To promote competition in cable rates and services;
- (7) To promote the safe and efficient use of the Town’s rights-of-way; and

(8) To encourage the provision of a diversity of information sources to residents, businesses, the community, the Town, and other public institutions by cable technology.

B. Recognizing the continuing development of communications technology and uses, it is the policy of the Town to encourage experimentation and innovation in the development of cable system and open video system uses, services, programming, and techniques that will be of general benefit to the community to the extent all such experiments and innovations are consistent with applicable laws.

Section ___-3. Definitions.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined herein or in any License Agreement that might be granted hereunder shall be given the meaning set forth in the Communications Act of 1934, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996, codified at 47 U.S.C., as amended and, if not defined therein, their common and ordinary meaning:

A. **"Access Channel"** means any channel on a cable system set aside without charge by a Licensee for non-commercial, public, educational and/or local governmental use.

B. **"Activated Channel"** means those channels engineered at the headend of a cable system for the provision of services generally available to subscribers of the cable system, regardless of whether such services actually are provided, including any Access Channels.

C. **"Affiliate"** means any person who owns or controls, is owned or controlled by, or is under common ownership or control with a licensee.

D. **"Applicant"** means any person submitting an application within the meaning of this Ordinance.

E. **"Application"** means any proposal, submission or request to (1) construct and operate a cable system or open video system within the Town; (2) transfer a license or control of the Licensee; (3) assign a license; (4) renew a license; (5) modify a license; or (6) seek any other relief from the Town pursuant to this Ordinance, a License Agreement, the Cable Act, or other applicable law.

F. **"Basic Cable Service" or "Basic Service"** means any service tier that includes local television broadcast signals, and Access Channels. "Basic Cable Service" as defined herein shall be consistent with 47 U.S.C. §543(b)(7), as may be amended from time to time.

G. **"Cable Act"** means the Cable Communications Policy Act of 1984, 47 U.S.C. §151 et seq., as that Act has been amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, and the Telecommunications Act of 1996, Pub. L. No. 104-104, codified at 47 U.S.C., and as may be amended from time to time.

H. **"Cable Service"** means the transmission of video or other programming services to subscribers together with any subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services including cable service provided by a cable operator, an Open Video System ("OVS") operator, or another form of video service provider, which utilizes part or all of public rights-of-way.

I. **"Cable System", "Cable Television System", or "System,"** means any facility within the Town of Miami Lakes consisting of a set of closed transmission paths or other

transmission lines or forms of terrestrial transmission and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town. Such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public rights-of-way; (c) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201 et seq., except that such facility will be considered a Cable System to the extent it is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with Section 653 of the Telecommunications Act of 1996, 47 U.S.C. § 573; or (e) any facilities of any electric utility used solely for operating its electric utility systems. The foregoing definition of "Cable System" shall not be deemed to circumscribe the valid authority of the Town to regulate the activities of any other communications system or provider of communications services, including but not limited to telephony and open video systems.

J. **"Channel"** means a portion of the electromagnetic spectrum that is capable of carrying one industry standard video signal, in either analog or digital form.

K. **"Complaint"** means any oral, written or electronic inquiry, allegation or assertion made by a person regarding Service, a licensee or System operations.

L. **"Control of a Licensee or Applicant"** means possessing the ability to direct or cause the direction of the management or policies of a Licensee or Applicant, or the operation of a Licensee's Cable System or Open Video System, whether through operational control in

whatever manner exercised or ownership of voting securities, by contract or understanding, or in any other manner.

M. **"Drop"** means the individual cable or cables that connect the subscribers of the Cable System to the distribution system.

N. **"Equitable Price"** means the fair market value adjusted to account for harm to the Town or subscribers, if any, resulting from a Licensee's breach of its License or violation of this Article, and as further adjusted to account for other equitable factors that may be considered consistent with the Cable Act, 47 U.S.C. §547.

O. **"Fair Market Value"** means the price that a willing buyer would pay to a willing seller for a Cable System or Open Video System valued as a going concern but with no value allocated to the license itself.

P. **"FCC"** means the Federal Communications Commission, or any successor governmental entity.

Q. **"Gross Revenues"** means all revenues recognized in accordance with Generally Accepted Accounting Principles (GAAP) received directly or indirectly by the Licensee and, any Affiliates, subsidiaries or parent of the Licensee from any source whatsoever arising from, attributable to, or in any way derived from the operation of the Cable System to provide Cable Services within the Town. By way of illustration, Gross Revenues include, but are not limited to, fees charged for Basic Service; fees charged for any optional, premium, or any tier of Service other than Basic Service; installation, disconnection, reconnection and change-in-service fees; late fees; leased access fees; revenue from cable Internet service (unless prohibited by applicable law), payments or other consideration from programmers for carriage of programming on the System including, but not limited to Infomercials (excluding marketing support provided for

services on the System to the extent such funds are not considered revenue under GAAP); revenue from converter, remote or any other cable service related equipment rentals or sales; revenues from studio and studio equipment rental; revenues from leases of cable or fiber optic lines and other transmission devices and equipment, transmission of data to the extent used to provide Cable Service; revenues from consumer products including but not limited to cable guides, and advertising revenues allocable to the Town; non-subscriber revenue (including advertising revenue) will be based on a percentage of subscriber base in the Town divided by the subscriber base of the System. Such percentage will then be multiplied by the System's total non-subscriber revenue which is subject to the license fee to determine the allocable Gross Revenue; revenues from home shopping channels or other sources allocable to the Town, provided that where certain home shopping channel or other such revenue is allocable to more than one license authority due to common zip codes, the Licensee will allocate the percentage of revenue to the Town which is equivalent to the percentage of the Town's population divided by the total population for the allocable License Areas in question. Gross Revenues shall be the basis for computing the License Fee imposed pursuant to this Article. Gross Revenues shall not include any taxes on services furnished by the Licensee which are imposed upon any Subscriber or user by the state, Town or other governmental unit and collected by the Licensee on behalf of said governmental unit and which the Licensee passes on in full to the applicable tax authority or authorities. However, it is hereby expressly provided that unless otherwise inconsistent with applicable law, License Fees shall be included in the calculation of Gross Revenues. In no event shall "Gross Revenues" include bad debt and refunds to customers. The definition of "Gross Revenues" contained herein is subject to Florida and federal Law, and shall only apply if the

Town is able to charge and collect License fees, pursuant to this Article and a License Agreement.

R. **"Initial License"** means an initial authorization issued by a franchising authority which authorizes the construction and/or operation of a Cable System and which expressly states that such authorization is intended as a cable License.

S. **"Institutional Network" or "I-NET"** means designated capacity for voice, data and/or video communications network constructed, operated and/or maintained by a Licensee for the Town, the transmissions on which are generally available only to, and intended to be sent and received by, governmental entities .

T. **"Interconnection"** means the electronic connection of two or more Licensed Cable Systems for the purpose of sharing programming on Access Channels.

U. **"Law"** means all federal, Florida, Miami-Dade County and Town laws, ordinances, codes, rules, regulations and orders duly enacted by a government authority having applicable jurisdiction.

V. **"Leased Access Channel"** means a Channel designated in accordance with Section 612 of the Cable Act, 47 U.S.C. §532, for commercial use by persons unaffiliated with the Licensee.

W. **"License"** means the right granted by the Town to a Licensee in a License Agreement to construct, maintain and operate a Cable System or Open Video System under, on, and over streets, roads and any other public ways, rights-of-ways, or easements within the Town. The term does not include any license or permit that may be required by this Ordinance or other laws, ordinances or regulations of the Town for the privilege of transacting and carrying on a business within the Town or for construction or carrying out any work on any street.

X. **"License Agreement"** means a contract entered into in accordance with the provisions of this Ordinance between the Town and a Licensee that sets forth the terms and conditions under which the License will be exercised.

Y. **"Licensee"** means any person granted a License pursuant to this Ordinance who has entered into a License Agreement with the Town.

Z. **"Open Video System" or "OVS"** means a facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, which is provided to multiple subscribers within a community, and which the FCC has certified as compliant with Part 76 of the Rules of the FCC, 47 C.F.R., Part 76, as amended from time-to-time.

AA. **"Overbuild"** means a Cable System or OVS constructed to serve subscribers already served by an existing Cable System or OVS.

BB. **"Person"** means any individual, corporation, partnership, association, joint venture, stock company, organization or legal entity of any kind, and any lawful trustee, successor, assignee, transferee or personal representative thereof, but shall not mean the Town.

CC. **"Public Rights-of-Way"** means the surface, the air space above the surface and the area below the surface of any public street, highway, road, boulevard, concourse, driveway, freeway, thoroughfare, parkway, sidewalk, bridge, tunnel, waterway, dock, bulkhead, wharf, pier, court, lane, path, alley, way, drive, circle, easement, or any other public right-of-way or public place, including public utility easements dedicated for compatible uses, or any other property in which the Town holds any kind of property interest or over which the Town exercises any type of lawful control, and any temporary or permanent fixtures or improvements located thereon, as may be ordinarily necessary and pertinent to construct and operate a Cable System or

OVS. Public Rights-of-Way do not include buildings, parks, or other property owned or leased by the Town.

DD. **"Renewal of a License"** means renewal of an authorization issued by the Town, which authorizes continued operation of a Cable System or OVS for an additional term.

EE. **"Service Interruption"** means the loss of picture or sound on one or more cable channels.

FF. **"Service Tier"** means a category of Cable Service provided by a Licensee and for which a separate charge is made by the Licensee.

GG. **"State of the Art"** means that level of technical performance, Channel capacity, equipment, components and Service (other than specific programming) equivalent to that which has been generally utilized in Cable Systems of equivalent size. In no event shall a System offering less services, including bandwidth, less than that offered generally in Miami-Dade County be considered State of the Art.

HH. **"Subscriber"** means any Person who lawfully receives Cable Service delivered over a Cable System or OVS. However, notwithstanding anything to the contrary, Subscriber shall not mean any homeowner or condominium association or other bulk purchaser unless mandated by FCC rules.

II. **"Subscriber Base"** means the total number of residential and commercial Subscribers within the Town. For purposes of calculating and identifying Subscribers under bulk or multi-user contracts, for determining compliance with this Article, for imposing capital contributions pursuant to this Article and fines for violations of this Article, a Licensee shall count each individual unit or home (e.g., in a multiple family dwelling, a unit will be defined as

each Subscriber unit within the structure) included within a contract as one Subscriber. Licensee shall not use any equivalency measures except as may be required by FCC rules.

JJ. **"Town"** means Town of Miami Lakes, Florida, a municipal corporation of the State of Florida, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

KK. **"Town Council"** means the Town Council of the Town of Miami Lakes, Florida

LL. **"Transfer"** means any transaction in which (1) an ownership or other controlling interest in a Licensee is transferred from one Person or group of Persons to another Person or group of Persons so that Control of a Licensee is transferred; (2) assignment, sale or transfer of more than forty (40%) percent of the ownership of any parent corporation, parent entity or holding company that owns or by ownership of other entities, controls a Licensee; (3) all or a significant portion of a Cable System or its assets or OVS is sold or assigned so that control of the System is transferred; or (4) the rights and/or obligations held by a Licensee under a License Agreement are transferred or assigned to another Person or group of Persons. A Transfer shall be considered "pro forma" when it involves a Transfer to an Affiliate, and that will not result in a change in the Control or ultimate ownership of the Licensee.

MM. **"Two-Way Capability"** means the incorporation into a Cable System or OVS of all appropriate design and engineering characteristics and features so that two-way transmission, including but not limited to addressability, can be implemented and activated.

Section ___-4. Applicability of This Article.

A. This Article shall be applicable to all cable Licenses granted by Miami-Dade County and the Town, renewed, or transferred after the effective date hereof, and shall apply to all cable Licenses in existence prior to the effective date of this Article, to the full extent

permitted by Law. This Article is not intended to impair an existing License Agreement in violation of applicable Law.

B. Any Licensee whose License Agreement predates the effective date of this Article shall continue to operate pursuant to the License Agreement and may notify the Town in writing within forty-five (45) calendar days of the passage of this Article, or any subsequent amendment thereof, of:

(1) Any provision which it believes should not be applicable to it by reason of the pre-existing License Agreement and,

(2) The reason for each such claim of non-applicability.

C. Failure to notify the Town as provided in B above shall constitute a waiver of any right to object.

D. The operator of any Cable System or OVS that requires a License under this Article including all cable licensees granted a cable License by Miami-Dade County, shall have thirty (30) days from the effective date of this Article to file an Application for a License.

E. Applications pending as of the effective date of this Article shall be subject to this Article. A Person with a pending Application shall be provided thirty-(30) calendar days from the effective date of this Article to amend the Application if necessary to comply with the requirements of this Article.

F. Nothing herein requires the Town to apply the provisions of this Article to a government entity if the Town determines that it is not in the public interest to do so. Nothing in this Article shall require a government entity to comply with this Article to the extent that the Town cannot enforce the provisions of this Article with respect to such government entity under applicable Law.

Section ___-5. Reservation of Rights.

A. The Town reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.

B. Any additional regulations adopted by the Town shall be incorporated into this Article and complied with by all Licensees within thirty (30) days of the date of adoption of such additional regulations unless imposition of such regulations would materially impair the terms of a Licensee's License or is otherwise prohibited by applicable Law, or the Town extends the time for such compliance.

C. The Town reserves any right to exercise the power of eminent domain to acquire the property of a Licensee's Cable System or Open Video System, consistent with Law. Notwithstanding anything to the contrary, this Section shall not enlarge or restrict the Town's exercise of eminent domain except to the extent provided by Law.

D. To the full extent permitted by Law, the Town reserves the right to acquire, construct, own, and/or operate a Cable System or Open Video System.

Section ___-6. License Required.

A. The Town may grant one or more non-exclusive Licenses in accordance with this Article. The Town shall not grant a License or Overbuild License on terms or conditions that are more favorable or less burdensome than those contained in an existing License in violation of application Law.

B. Unless expressly permitted by applicable Law, no Person may construct or operate a Cable System, OVS, or communications transmission facilities using the Town's Public Rights-of-Way without a License or applicable authorization granted by the Town, and no

person may be granted a License without having entered into a License Agreement with the Town pursuant to this Article.

C. Unless otherwise authorized by Law, any License granted pursuant to this Article is solely for the provision of Cable Service and shall not be construed to authorize the provision of telephone, non-cable video, or other communications service unless otherwise provided by applicable Law.

D. Any Person who operates a Cable System, Open Video System, or provides Cable Service in the Town without a License or other appropriate authority may be subject to penalties as provided herein and other appropriate sanctions under the Town Code and other applicable Law.

Section ___-7. Characteristics of a License.

A. A License authorizes use of the Public Rights-of-Way for installing cables, wires, optical fiber, underground conduit, ducts, conductors, amplifiers, vaults, and other facilities as necessary and pertinent to operate a Cable System or Open Video System to serve Subscribers within the Town. A License does not authorize, expressly or implicitly, a Licensee to provide Service to, or install cables, wires, lines, underground conduit, or any other equipment or facilities upon other property of the Town or upon private property without owner consent (except for use of compatible easements pursuant to Section 621 of the Cable Act, 47 U.S.C. §541(a)(2) or as otherwise provided by applicable law), or to use publicly or privately owned conduits without a separate agreement with the owners.

B. Any License granted pursuant to this Article shall be nonexclusive, and will not preclude, expressly or implicitly, the issuance of other Licenses within the Town, or affect the Town's right to authorize use of Public Rights-of-way to other Persons to operate Cable Systems

or Open Video Systems or for other purposes as it determines appropriate. All privileges prescribed by a License shall be subordinate to any prior lawful occupancy of the Public Rights-of-Way, and the Town reserves the right to designate where a Licensee's facilities are to be placed within the Public Rights-of-Way. A License does not convey any title, equitable or legal, in the Public Rights-of-Way.

C. A License shall be a personal privilege that is in the public trust. Except in the case of a pro forma transfer for which notice to the Town within ten (10) days of closing the transaction but no consent of the Town shall be required, no Transfer of a License shall occur without the prior consent of the Town, and unless Application is made by the Licensee, pursuant to this Article and a License Agreement.

D. A License granted pursuant to this Article to construct, operate, and maintain a Cable System or OVS within the Town shall be deemed to constitute both a right and an obligation on the part of the Licensee to provide the Services and facilities of a Cable System or OVS as required by the provisions of this Article and the License. The License Agreement shall incorporate by reference all of the provisions of the Licensee's Application for the License that are finally negotiated and agreed upon by the Town and Licensee.

E. To the extent allowed by applicable law, in the event that a Licensee or its Affiliate elects to offer to Subscribers video programming services through any means or method not included within the definition of a Cable System, including but not limited to an Open Video System, the Licensee shall remain subject to all terms and conditions of the License granted pursuant to this Article with respect to its Cable System or OVS.

F. To the extent allowed by applicable law, unless a License Agreement specifically provides otherwise, all Licenses granted pursuant to this Article shall apply to the entire

territorial area of the Town. A License Agreement may provide that a Licensee must provide a certain level of Service to a particular area of the Town, before a Licensee may extend Service to other areas of the Town.

G. The Town may waive the requirement of a License for the construction of a Cable System or OVS that is not constructed to provide Service within the Town and that does not provide such Services within the Town. Reasonable compensation as allowed by the Town Code and other applicable law, for the construction of such facilities and use of the Public Rights-of-Way shall be paid to the Town. If Cable Services are provided within the Town, the provider of Cable Services shall obtain a License and otherwise comply with the requirements of this Article.

Section ___-8. Licensee Subject To Other Laws, Police Power.

A. A Licensee shall at all times be subject to and shall comply with all applicable Law. A Licensee shall at all times be subject to all lawful exercise of the police power of the Town.

B. Subject to applicable Law, except as may be provided specifically in this Article or under the terms of a License Agreement and subject to the Cable Act, the failure of the Town, upon one or more occasions, to exercise a right or to require compliance or performance under this Article or a License Agreement shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance.

C. The provisions of this Article shall be applied to Licensees in addition to the terms of any License Agreement and shall apply to a License Agreement as if fully set forth in the License Agreement to the extent not inconsistent with applicable Law. The express terms of a License Agreement between a Licensee and the Town will prevail over conflicting or

inconsistent provisions in this Article to the extent not inconsistent with applicable Law unless such License Agreement expresses an explicit intent to waive a requirement of this Article.

D. Except as to matters that are governed by federal Law or regulation, a License Agreement will be governed by and construed in accordance with the laws of Florida.

E. In the event of any change in Law which would require the Town to amend this Article, the Town and a Licensee may modify an existing License in a mutually agreed upon manner. Any changes in Florida or federal Law that invalidates any provision of this Article shall not affect any other provisions.

Section ___-9. Applications For Grant, Modification, Renewal, and Transfer.

A. A written Application shall be filed with the Town for:

- (1) Grant of an Initial License
- (2) Renewal of a License under 47 U.S.C. §546, or other applicable Law
- (3) Modification of a License Agreement
- (4) Transfer
- (5) Any other relief pursuant to this Article or a License Agreement.

B. To be acceptable for filing, a signed original of the Application shall be submitted together with five (5) copies, conform to any applicable request for proposals, and contain all reasonably required information. All Applications shall include the names and addresses of Persons authorized to act on behalf of the Applicant.

C. The Town shall make all Applications available for public inspection.

D. An Application for the grant of an Initial License may be filed pursuant to a request for proposals issued by the Town or on an unsolicited basis. The Town, upon receipt of an unsolicited Application, may issue a request for proposals. If the Town elects to issue a

request for proposals upon receipt of an unsolicited Application, the Applicant may submit an amended Application in response to the request for proposals, or may inform the Town that its unsolicited Application should be considered in response to the request for proposals, or may withdraw its unsolicited Application. An Application that does not conform to the reasonable requirements of a request for proposals may be considered non-responsive and denied on that basis.

E. An Application for the grant of an Initial License shall contain, at minimum, the following information:

(1) The name and address of the Applicant and identification of the ownership and control of the Applicant, including: the names and addresses of all Persons with 50% or more ownership interest in the Applicant, including the names and addresses of parents or subsidiaries holding such ownership interests directly or indirectly; the Persons who Control the Applicant; all officers and directors of the Applicant; and any other Cable System ownership or other communication ownership interest of the Applicant .

(2) A demonstration of the Applicant’s technical ability to construct and/or operate the proposed Cable System, including:

- (a) Identification of key personnel for management of the System;
- (b) A description of the Applicant’s prior experience in Cable System ownership including identification of municipalities and counties within Florida in which the Applicant or any Person controlling the Applicant, or currently having more than a 10% ownership interest in Applicant has, or has had, a Cable License or License or controlling interest therein. If an Applicant has no other Licenses in Florida, the Applicant shall provide this information for other states

with respect to Licenses or Licenses that have expired or will expire within two years of the date of its Application;

(c) A description and location of the physical facilities proposed and proposed Channel capacity, performance characteristics, headend and access facilities, and Institutional Network facilities; and upon request, the Applicant shall make information on technical design available for inspection;

(d) Where applicable, a description of the method of construction of the proposed System, including an estimate of plant mileage and location, the proposed construction schedule, a description, where appropriate, of how services will be converted from existing facilities to new facilities, and information on the availability of space in conduits including, where appropriate, an estimate of the cost of any necessary rearrangement of existing facilities.

(3) A demonstration of the Applicant's financial qualifications, including

(a) A statement prepared by a certified public accountant or duly authorized financial officer regarding the Applicant's financial ability to complete the construction and operation of the Cable System proposed;

(b) For informational purposes, the proposed rates for Subscribers and proposed discounts for bulk Subscribers, including projected charges for each Service tier, installation, converters, and other equipment or services, and the Applicant's ownership interest in any proposed programming to be delivered over the Cable System.

(c) Pro forma financial projections for five years including a statement of projected revenues or revenues to be submitted to the Florida Department of

Revenue for providing services within the Town in accordance with state Law, and a schedule of planned capital additions, with all significant assumptions explained in notes or supporting schedules.

(4) To the extent that the Applicant is relying on the financial or technical resources of another Person, including an Affiliate, the proofs required pursuant to subsections (2) and (3) above should be provided for that Person.

(5) A demonstration that the Applicant is legally qualified including:

(a) Whether the Applicant or any Person controlling the Applicant, or any officer, or director or Person with 50% or more ownership interest in the Applicant, has been adjudged bankrupt, had a Cable License or License revoked, has been fined by a license authority, or been found by any court or administrative agency to have violated any Law; and, if so, identification of any such Person and a full explanation of the circumstances;

(b) Whether the Applicant has received, or is in a position to receive, necessary authorizations from state and federal authorities;

(c) Whether the Applicant has engaged in conduct (fraud, racketeering, or violation of antitrust, consumer protection, or similar Laws) that would lead the Town to conclude the Applicant cannot be relied upon to comply with requirements of a License or provisions of this Article;

(d) Whether the Applicant is a convicted vendor pursuant to Chapter 287, Florida Statutes, or was removed from the convicted vendor list pursuant to Section 287.133, Florida Statutes, 36 months or fewer prior to the date of the Application;

- (e) Whether the Applicant is willing to enter into a License, to pay required compensation and to abide by the provisions of applicable Law, including those relating to the construction, operation or repair of its System, and has not entered into any agreement that would prevent it from doing so; and
 - (f) Whether the Applicant had a request for an initial or renewal OVS License denied by any local license authority within 36 months of the Application;
 - (g) Whether the Applicant had a request for an initial or renewal cable License denied by any local license authority based upon past performance, or for failing to propose a License that reasonably met the cable-related needs and interests of the community in light of the costs thereof, within 36 months of the Application; and
 - (h) Whether the Applicant has a pending Application for an OVS License applicable for the Town.
- (6) An Applicant may provide information that it would be inappropriate to deny it a License for any information submitted pursuant to subsection (5) above, by virtue of the particular circumstances surrounding the matter and the steps taken by the Applicant to cure all harms flowing there from and prevent their recurrence, the lack of involvement of the Applicant's principals, or the remoteness of the matter from the operation of a Cable System.
- (7) A demonstration of how the Applicant's proposal will reasonably meet the future cable-related needs and interests of the community, including a description of how the proposal will meet the needs described in any recent community needs assessment conducted by or for the Town.

(8) A summary of any services other than Cable Services offered by the Applicant or an Affiliate and Applicant's plan with respect to the availability of such services in the Town.

(9) Identification of the area of the Town to be served and the proposed License area boundaries. If an Applicant proposes to provide Cable Service to an area already served by an existing Licensee, the identification of the area where the Overbuild would occur, the potential number of Subscribers in the area which would encompass the Overbuild, and the ability of the Public Rights-of-Way to accommodate the proposed System.

(10) Any other information as may be reasonably necessary to demonstrate compliance with the requirements of this Article and information that the Town may request of the Applicant that is relevant to the Town's consideration of the Application.

(11) An affidavit or declaration of the Applicant or authorized officer certifying the truth and accuracy of the information in the Application, acknowledging the enforceability of Application commitments, and certifying that the proposal meets all requirements of applicable Law.

F. The Town may, in its sole discretion, waive any or all of the above Application requirements for Applicants operating in the Town pursuant to licenses granted by Miami-Dade County, unless such requirements are determined to be a requirement of applicable Law.

G. An Application for modification of a License Agreement shall include, at a minimum, the following information:

(1) The specific modification requested.

(2) The justification for the requested modification, including the impact of the requested modification on Subscribers and others, and the financial impact on the Applicant if the modification is approved or disapproved.

(3) A statement whether the modification is sought pursuant to Section 625 of the Cable Act, 47 U.S.C. §545, and, if so, a demonstration that the requested modification meets the standards set forth in 47 U.S.C. §545.

(4) Any other reasonable information requested by the Town to make an informed determination on the Application for modification.

(5) An affidavit or declaration of the Applicant or authorized officer certifying the truth and accuracy of the information in the Application, and certifying that the Application is consistent with all requirements of applicable Law.

H. An Application for renewal of a License shall comply with the requirements of Section ___-12 herein.

I. An Application for approval of a Transfer of a License shall comply with the requirements of Section ___-13 herein.

J. Application Fees.

(1) To the extent allowed by applicable law, the Town Council may adopt by resolution a nonrefundable fee, which may be amended from time to time by the Town Council, to accompany every Application including, but not limited to, subsections A(1) through A(5) herein.

(2) The purpose of the filing fee is to defray a portion of the Town's cost in processing an Application. Such fee may be credited against amounts due under Section

___-10 herein. The filing fee is therefore intended to be a charge incidental to the awarding or enforcing of a License within the meaning of §622(g)(2)(D) of the Cable Act, 47 U.S.C. §542(g)(2)(D), and may not be deducted from the License fee imposed in a License Agreement, unless required by federal Law. To the extent federal Law authorizes the deduction of filing fees from License fees, the Licensee shall deduct the fees over the entire term of the License. Such application fees shall not be deducted from communications services taxes paid pursuant to Florida law unless such law authorizes such deduction.

Section ___-10. Grant Of A License.

- A. The Town may grant a License for a period not to exceed ten (10) years.
- B. The Town may make the grant of a License conditioned upon the completion of reasonable construction, upgrades, or rebuilds of a Cable System or OVS within a reasonably prescribed time or upon the performance of other specific obligations which are to be set forth in the License Agreement, specifying that failure to comply with the condition may cause the License to be terminated or may require the Licensee to pay liquidated damages to the Town as specified in the License Agreement.
- C. In evaluating an Application for an initial License, the Town may consider, among other things, the following factors: the Applicant's technical, financial, and legal qualifications to construct and operate the proposed System; the adequacy of the proposed construction methods, facilities, equipment, and Cable Services based on the public convenience, safety, and welfare; the Applicant's experience in constructing and operating Cable Systems and providing Cable Service in other communities, if any; the ability of Public Rights-of-Way to accommodate the proposed System; the potential disruption to users of the Public Rights-of-Way

and any resultant inconvenience to the public; the Applicant's Cable Service under any existing License or prior experience with the Town; whether approval will impact competition in the delivery of Cable Service in the Town; and whether the proposal will meet reasonably anticipated needs, including adequate Access Channels and support, Channel capacity, and will serve the public interest. Evaluation by the Town shall not be based on the programming the Applicant proposes to provide.

D. The Town Council shall hold one or more public hearings to consider any Application. The Applicant shall be notified of the hearing and shall be given an opportunity to be heard. Based upon the Application, the testimony presented at the public hearing, any recommendations of the Town or staff, and any other information relevant to the Application, the Town shall decide by resolution whether to grant or deny a License Application and decide the terms and conditions of any License granted. If the Town Council denies a License, it shall issue a written decision setting forth its reasons.

E. After complying with the above requirements, as determined by the Town, the Town Council shall approve or disapprove the proposed License Agreement by resolution and in accordance with applicable Law.

F. To the extent allowed by applicable Law, the Licensee shall reimburse the Town for all reasonable expenses incurred by the Town in considering and processing the Application, including, but not limited to, consulting and legal costs, less only the amount of the Application fee. The Town shall bill the Licensee for the amount of the processing fee and describe its method of calculation, and the Applicant shall pay such processing fee within thirty (30) days of the date of the bill. If the fee is not received by the Town within 30 days of the date of the bill, the Town shall notify such Licensee and the Licensee shall pay a late fee at the rate of 18% per

annum of the amount of the unpaid or underpaid fee provided, however, that such rate does not exceed the maximum amount allowed under applicable Law. If the Town does not receive said fee in total within 60 days of the date of the bill, the Town shall notify such Licensee and the Town may revoke the License or pursue other remedies as appropriate. This processing fee is intended to be a charge incidental to the awarding or enforcing of a License within the meaning of §622(g)(2)(D) of the Cable Act, 47 U.S.C. §542(g)(2)(D), and may not be deducted from the License fee imposed in a License Agreement or the Communications Services Tax paid to the Florida Department of Revenue, and shall not be passed through to Subscribers. To the extent federal Law authorizes a Licensee to deduct the processing fee from License fees, a Licensee shall deduct such over the entire term of the License.

Section ___-11. Compensation for Use of Rights-of-Way

A. This Section and any License fee provision in a License Agreement, shall not apply during such time as Florida Law prohibits the Town from collecting License fees or similar compensation. During the period Florida Law prohibits the Town from collecting License fees, a Licensee shall pay the tax required by Florida Law to the State of Florida. If the Town is legally entitled to charge License fees or similar fees, a Licensee will pay the highest fee legally authorized or as provided in a License Agreement.

B. License Fees For Operators of Cable Systems. A Licensee, as compensation for the privilege granted under a License for use of the Public Rights-of-Way to construct and operate a Cable System, shall pay to the Town a License fee:

- (1) In an amount up to a maximum of either five percent (5%) of the Licensee's Gross Revenues during the term of its License; or,

(2) In the event the Cable Act or other applicable Law is amended to permit the Town to assess a fee of a greater amount or on a broader revenue basis than that specified in (1) above, the Licensee agrees to pay to the Town the new amount after a public hearing in which the public and Licensee are given an opportunity to comment on the impact of the higher fee.

C. License Fees For Operators of Open Video Systems. To the extent that an OVS is used to provide Cable Service, an operator of an OVS shall pay the Town a fee in lieu of a License fee. This fee will be based on the Gross Revenues derived from the operation of the Open Video System to provide Cable Services. To prevent evasion of License fees, any revenues from activities performed by an Affiliate that could have been performed by the Licensee of the OVS, including but not limited to selling advertisements and selling Services to Subscribers, will be treated as revenues of the operator. The amount of the fee shall be equal to the percentage rate of the License fee imposed on Licensees of Cable Systems pursuant to this Section.

D. General Rules for Payment of Fees.

(1) A Licensee shall pay fees due to the Town on a calendar-year, quarterly basis. Payment for each quarter shall be made to the Town not later than forty-five (45) calendar days after the end of each calendar quarter.

(2) A Licensee shall file with the Town, on a quarterly basis with the payment of the License fee, a financial statement setting forth the computation of Gross Revenues used to calculate the fee for the preceding quarter and a detailed explanation of the method of computation.

(3) The statement shall be certified by a certified public accountant or the Licensee's chief financial or other duly authorized officer. The Licensee will bear the cost of the preparation of such financial statements.

(4) Subject to applicable Law, no acceptance by the Town of any fee or payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Town may have for additional sums payable.

(5) The License fee or other fee payment is not a payment in lieu of any other tax, fee, or assessment, except as provided in this Section or applicable law. By way of example and not limitation and to the extent consistent with applicable law, the Town does not waive and may still require permit fees and business license taxes that may be established from time to time by the Town. Nothing in this Section shall alter the effect of any election the Town has made with respect to permit fees and taxes pursuant to Florida law.

(6) To the extent allowed by applicable Law, within ninety (90) calendar days following the end of the calendar year in which a Licensee pays license fees directly to the Town, a Licensee shall submit a statement, attested to by a certified public accountant or chief financial officer, or other duly authorized officer setting forth the Gross Revenues of the Cable or OVS for the previous calendar year and describing what revenues were included and what revenues, if any, derived from the operation of the system, were excluded in the fee calculation, and any adjustments made to Gross Revenues.

E. Audit. Unless prohibited by applicable Law, the Town may, from time to time, but not more frequently than every year, upon reasonable written notice, inspect and audit any and all books and records of a Licensee relevant to the determination of Gross Revenues and the computation of License fees due, and may recompute any amounts determined to be payable under the License, subject to the applicable statute of limitations. The reasonable cost of the audit will be borne by the Licensee if, as a result of the audit, the Town determines that the Licensee has underpaid the License fees owed in an amount equal to or exceeding five percent (5%) of the License fees actually paid. A Licensee shall make all books and records necessary to perform the audit readily available to the auditors in Miami-Dade County for inspection and copying or in the alternative, the Licensee shall pay all costs necessary for the Town to perform the audit at a location outside of this area.

F. In the event that a License fee or other payment required by this Section is not received by the Town on or before the due date set forth herein, or is underpaid, the Licensee will pay interest at a rate of eighteen percent (18%) per annum of the amount of the unpaid or underpaid fee payment, provided however that such rate does not exceed the maximum amount allowed under Florida law. Any interest charges paid by the Licensee is intended to be a charge incidental to the enforcing of a License within the meaning of §622(g)(2)(D) of the Cable Act, 47 U.S.C. §542(g)(2)(D), and may not be deducted from the fee imposed by this Article or any License Agreement. In addition to interest on unpaid amounts, if a regular payment is late forty-five (45) days or more, a Licensee shall pay a penalty equal to ten (10) percent of the amount due to defray the Town's costs of collecting the delinquent payment.

G. When a License terminates for any reason, if Licensee is paying license fees directly to the Town, then the Licensee shall file with the Town, within ninety (90) calendar days

of the date on which its operations in the Town cease, a financial statement, certified by a certified public accountant or the Licensee's chief financial officer or other duly authorized officer, showing the Gross Revenues received by the Licensee since the end of the previous fiscal year. Adjustments will be made at that time for License fees due to the date that the Licensee's operations ceased.

H. The payment of a fee pursuant to this Section on Cable Service provided over a Cable or Open Video System does not excuse an operator from any requirements that may exist to pay fees or other payments on services other than Cable Services provided over the facilities. As an example and not as a limitation of the foregoing, a cable operator that pays a License fee on revenues derived from the provision of Cable Services shall, if required under applicable law, pay the fees imposed upon providers of communications services to the extent that it provides such services.

Section ___-12. Renewal of License.

Renewal shall be conducted in a manner consistent with §626 of the Cable Act, 47 U.S.C. §546. To the extent such additional requirements are not prohibited by applicable Law, the following requirements shall apply:

A. Upon completion of the review and evaluation process set forth in §626(a)(1)(2) of the Cable Act, 47 U.S.C. §546, should that process be invoked, the Town shall notify the Licensee that it may file a renewal Application including a renewal proposal. The notice shall specify the information to be included in the renewal Application and the deadline for filing the Application, which shall be no earlier than thirty (30) calendar days following the date of the notice.

(1) The Application shall comply with the requirements of Section ___-9(A), (B), (C) and (J), herein and provide the specific information requested in the notice. If the Licensee does not submit a renewal Application by the date specified in the Town's notice to the Licensee pursuant to this subsection, the Licensee will be deemed not to be seeking Renewal of its License.

(2) Upon receipt of the renewal Application, the Town shall publish notice of its receipt and make copies available to the public. The Town, following prior public notice, may hold one or more public hearings on the renewal Application.

B. The Town Council shall consider the renewal Application at a public hearing at which the Town Council will either:

(1) Pass a resolution agreeing to renew the License, subject to the negotiation of a License Agreement satisfactory to the Town and the Licensee; or

(2) Pass a resolution that makes a preliminary assessment that the License should not be renewed.

C. If a preliminary assessment is made that a License should not be renewed, at the request of the Licensee or on its own initiative, the Town will commence a proceeding in accordance with §626(c) of the Cable Act, 47 U.S.C. §546(c), to address the issues set forth in §626(c)(1)(A)-(D) of the Cable Act, 47 U.S.C. §546(c)(i)(A)-(D). Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of §546 shall be based on one or more adverse findings made with respect to the factors described in §546(c)(1)(A)-(D), pursuant to the record of proceedings under §546(c). The Town shall not base a denial of renewal on a failure to substantially comply with the material terms of the License under §546(c)(1)(A) or on events considered under §546(c)(1)(B) unless the Town has provided the

Licensee with notice and opportunity to cure, or in any case in which it is documented that the Town has waived its right to object, or the Licensee gives written notice of a failure or inability to cure and the Town fails to object within a reasonable time after receipt of such notice.

D. Any request to initiate a renewal process or proposal for renewal not submitted within the time period set forth in §626(a) of the Cable Act, 47 U.S.C. §546(a), shall be deemed an informal proposal for renewal and shall be governed in accordance with §626(h) of the Cable Act, 47 U.S.C. §546(h). The Town Council may hold one or more public hearings or implement other procedures under which comments from the public on an informal proposal for renewal may be received. Following such public hearings or other procedures, the Town Council shall determine whether the License should be renewed and the terms and conditions of any renewal.

E. If the Town Council grants a renewal Application, the Town and the Licensee shall agree on the terms of a License Agreement, pursuant to the procedures specified in this Article, before such renewal becomes effective.

F. If Renewal of a License is lawfully denied, the Town may acquire ownership of the Cable System or require a Transfer of the System upon approval of the Town Council subject to 47 U.S.C. §541. The Town may not acquire ownership of the System or approve a Transfer while an appeal of a denial for renewal is pending in any court pursuant to 47 U.S.C. §546(e).

G. If renewal of a License is lawfully denied and no appeal to a court is pending, and the Town does not purchase the Cable System or approve or require a Transfer of the Cable System to another Person, the Town may require the former Licensee to remove its facilities and equipment at the former Licensee's expense. If the former Licensee fails to do so within a reasonable period of time, the Town may have the removal done at the former Licensee's and/or surety's expense.

Section ___-13. Transfer Of A License.

A. Except in the case of a pro forma transfer for which notice but no consent of the Town shall be required, no Transfer of a License shall occur without prior approval of the Town Council which shall not be unreasonably withheld. Notwithstanding any other provision of this Article, pledges in trust or mortgages of the assets of a Cable System or OVS to secure construction, operation or repair of the System and the sale of a portion of the assets of the System that will not substantially affect the System's operations may be made without Application and without the Town's prior consent; except that no such arrangement may be made if it would in any respect under any condition prevent the Cable System or OVS operator or any successor from complying with the License and applicable Law, nor may any such arrangement permit a third party to succeed to the interest of the Licensee, or to own or control the Cable System or OVS without the prior consent of the Town. Any mortgage, pledge or lease shall be subject and subordinate to the rights of the Town under this Article or other applicable Law.

B. All Applications for a Transfer of a License shall be filed at least 120 calendar days prior to the effective date of the Transfer, shall meet the requirements of this Article, and shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee, and on the potential impact of the Transfer on Subscriber rates and Services. Except in the case of a Pro Forma Transfer, the Application shall contain, at a minimum, the information required in Section ___-9(E)(1)-(5), (8), (10), (11) with respect to the proposed transferee. If the information to be provided in response to these items will not change as a result of the Transfer, the transferee may so indicate in its response. The information required in Sections ___-9(E)(7),(9)&(10) shall also be provided

whenever the proposed transferee expects material changes to occur in those areas as provided in Federal regulations. The following information must be included in the Application, provided that a Licensee is not required to duplicate information that it submits to the Town to comply with its obligations under federal or state Law:

- (1) All information and forms required under federal Law;
- (2) Upon request, any contracts or other documents that relate to the proposed transaction, and all documents, schedules, exhibits, or the like referred to therein to the extent that such documentation is required by the FCC or is to be provided to local franchising authorities by the FCC;
- (3) Any shareholder reports or filings with the Securities and Exchange Commission that discuss the transaction;
- (4) Other information reasonably deemed necessary by the Town to provide a complete and accurate understanding of the financial position of the Transferee;
- (5) Complete information regarding any potential impact of the Transfer on Subscriber regulated rates and Service;
- (6) If requested, a brief summary of the proposed transferee's plans for at least the next two (2) years regarding line extension, plant and equipment upgrades, Channel capacity, or expansion of Cable Services, and any other changes affecting or enhancing the performance of the Cable System or OVS. If the transferee deems information to be provided pursuant to this Section to be proprietary, the transferee may make the information available for the Town's review, but will not be required to provide copies of the information to the Town unless the Town can maintain such information as confidential.

C. In making a determination on whether to grant an Application for a Transfer, the Town Council shall consider the legal, financial, and technical qualifications of the transferee to operate the System; whether the incumbent Licensee is in substantial compliance with the material terms of its License Agreement and this Article and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transferee has agreed to comply with the license; and, to the extent allowed in the Cable Act, whether the Transfer may reduce competition in Cable Services within the Town; and whether operation by the transferee would adversely affect Subscribers or the Town, or otherwise be contrary to the public interest.

D. No Application for a Transfer shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this Article and the License Agreement, and that it will assume the obligations and liabilities, of the previous Licensee under this Article and the License Agreement.

E. Approval by the Town of a Transfer of a License does not constitute a waiver or release of any of the rights of the Town under this Article or the License Agreement, whether arising before or after the date of the Transfer.

F. The Transferee shall notify the Town that the Transfer is complete within five (5) business days of the date the Transfer is complete.

Section ___-14. Revocation or Termination of License.

A. The Town Council may revoke a License for a Licensee's material failure to construct, operate, or maintain the Cable System as required by this Article or the License Agreement, or for any other material violation of this Article or material breach of the License Agreement or material violation of applicable Law. To invoke the provisions of this Section, the Town shall give the Licensee written notice by certified mail at the last known address that

Licensee is in material violation of this Article or in material breach of the License Agreement. The notice shall describe the nature of the alleged violation or breach with specificity and demand correction within thirty (30) calendar days or, within a reasonable time period stated in the notice, which shall not be less than thirty (30) calendar days. If within thirty (30) calendar days following receipt of such written notice from the Town the Licensee has not cured such violation or breach, or has not commenced corrective action and such corrective action is not being actively and expeditiously pursued, the Town may give written notice to the Licensee of its intent to revoke the License, stating its reasons.

B. Prior to revoking a License under subparagraph A hereof, the Town Council shall hold a public hearing, upon ten (10) calendar days notice, at which time the Licensee and the public shall be given an opportunity to be heard. Following the public hearing, the Town Council may determine whether to revoke the License based on the evidence presented at the hearing, and other evidence of record. If the Town Council makes a determination to revoke a License, it shall direct that a written decision setting forth the reasons for its decision shall be transmitted to the Licensee.

C. Notwithstanding paragraphs A and B hereof, any License may, at the option of the Town Council following a public hearing before the Town Council, be revoked 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the Licensee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding, unless within that 120 day period:

- (1) Such assignment, receivership, or trusteeship has been vacated; or

(2) Such assignee, receiver, or trustee has fully complied with the terms and conditions of this Article and the License Agreement and has executed an agreement, approved by a court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of this Article and the License Agreement.

D. In the event of foreclosure or other judicial sale of any of the facilities, equipment, or property of a Licensee, the Town may revoke the License, following a public hearing before the Town Council, by serving notice upon the Licensee and the successful bidder at the sale, in which event the License and all rights and privileges of the License will be revoked and will terminate thirty (30) calendar days after serving such notice, unless:

- (1) The Town has approved the Transfer of the License to the successful bidder; and
- (2) The successful bidder has covenanted and agreed with the Town to assume and be bound by the terms and conditions of the License Agreement and this Article.

E. If the Town revokes a License, or if for any other reason a Licensee abandons, terminates, or fails to operate or maintain Service to its Subscribers for a period of six months, the following procedures and rights are effective:

- (1) The Town may require the former Licensee to remove its facilities and equipment at the former Licensee's expense. If the former Licensee fails to do so within a reasonable period of time, the Town may have the removal done at the former Licensees and/or surety's expense.
- (2) The Town, by resolution of the Board, may acquire ownership pursuant to this Article, or effect a Transfer of the Cable System.
- (3) If a Cable System is abandoned by a Licensee, the Town may sell, assign, or transfer all or part of the assets of the System subject to the operation of Licensee's

facilities in compliance with the Town Code, specifically Ordinance No. 05-69, as amended.

F. The Town may revoke the License if the Licensee commits or participates in an act of fraud or deceit upon the Town.

G. Where the Town has issued a License specifically and reasonably conditioned in the License Agreement upon the completion of construction, System upgrade, or other specific obligation by a specified date, the Town may, after compliance with the procedures set forth herein, revoke a License by resolution for failure of the Licensee to complete such construction or upgrade, unless the Town, at its discretion and for good cause demonstrated by the Licensee, grants an extension of time.

H. The foregoing provisions shall not be deemed to preclude the Town from obtaining any other available remedies for repeated violations, of the same general type, whether remedied or not.

I. Except as provided in paragraph G, the Town shall not take action against a Licensee pursuant to this Section except after a noticed public hearing at which the Licensee is given an opportunity to participate.

Section ___-15. Effective Date of A License.

A License Agreement shall set forth its effective date.

Section ___-16. Reserved.

ARTICLE II – INSTALLATION AND OPERATIONS

Section ___-17. Use of Public Rights-of-Ways.

A Licensee shall install and maintain its facilities in the Public Rights-of-Way in a manner consistent with the Town Code, specifically Ordinance No. 05-69, as amended.

Section ___-18. Suspension of Permits.

A. Subject to this Article, the Town may suspend a permit issued or deny an Application for a subsequent permit to a Licensee for work in the Public Rights-of-Way for one or more of the following:

- (1) Failure to satisfy permit conditions, or conditions set forth in this Article or other generally applicable Town codes, regulations or orders governing the Public Rights-of-Way, including without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any Public Rights-of-Way;
- (2) Failure to remit payments to the Town for use of the Public Rights-of-Way;
- (3) Misrepresentation or fraud by Licensee;
- (4) Failure to have applied or been granted a valid License in accordance with this Article;
- (5) Failure to relocate or to remove facilities as may be required by the Town.

B. After the suspension or denial of a permit pursuant to this Section, the Town shall provide notice of the reason to the Licensee. Upon correction of any grounds that gave rise to a permit suspension or denial, the Town may lift the suspension or denial.

Section ___-19. Construction Bond.

A. Prior to any construction, upgrade, rebuild, or other work in the Public Rights-of-Way, the Town may require a Licensee to establish in the Town's favor a construction bond in

an amount specified in the License Agreement, permit, or other authorization as necessary to ensure the Licensee's faithful performance of restoration of the rights-of-way. The amount of the construction bond shall be based on the nature of the construction to be performed.

B. In the event a Licensee subject to such a construction bond fails to complete the construction in a safe, timely, and competent manner in accord with the provisions of the License Agreement, permit, or other requirement of the Town, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Licensee, or the cost of completing or repairing the construction, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond. The Town may also recover against the bond any amount recoverable against the Security Fund pursuant to this Article where such amount exceeds that available under the Security Fund.

C. The License Agreement, permit, or other authorization from the Town may specify that upon completion of the System construction, upgrade, rebuild, or other work in the streets and payment of all construction obligations of the Cable System to the satisfaction of the Town, the Town will eliminate the bond. In the absence of any provision in a License Agreement, permit or other authorization, the Licensee shall maintain the construction bond until said construction work is completed and for a period of six (6) months thereafter. The Licensee shall notify the Town in writing when it believes the construction has been completed and the bond may be eliminated. However, the Town may subsequently require an increase in the bond amount for any subsequent significant construction, upgrade, or other work.

D. The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the Town Attorney; and shall provide that:

"This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the Town, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

E. The rights reserved by the Town with respect to any construction bond established pursuant to this Section are in addition to all other rights and remedies the Town may have under this Article, the License Agreement, or at Law or equity.

Section ___-20. Minimum Facilities and Services.

A. The following minimum requirements for facilities and services apply to all Licensees or cable operators granted a cable license by Miami-Dade County operating a Cable System within the Town. Any Licensee whose License Agreement predates the effective date of this Article or cable operator granted a cable license by Miami Dade County shall continue to operate pursuant to the License Agreement or County cable license, but is subject to the minimum requirements contained herein upon grant of a renewal or Initial License by the Town Council. The Town may require in a License Agreement that a Licensee exceed these minimum requirements where, under circumstances existing at the time of the Application, the additional requirements are necessary to meet the Town's future cable related needs and interests taking into account the costs thereof.

(1) Any Cable System lawfully providing service to Subscribers within the Town as of the effective date hereof shall upgrade or rebuild its System if necessary to comply

with the "State of the Art" as defined in this Article and the terms and conditions of a License Agreement. Such upgrade or rebuild shall be completed by the deadline established in such agreement.

B. A Licensee shall provide Access Channels, facilities, and other support for public; educational and/or governmental use as required in a License Agreement and this Article. A Licensee shall provide Access Channels dedicated to the use of the Town on a shared basis with other units of government and such other support for public, educational and/or governmental use as required in a License Agreement.

C. A Cable System shall provide commercial leased Channels as required by Law.

D. A Licensee shall, upon request, provide at least one Cable Service outlet to each floor of each Town building or portion of a building leased by the Town with the landlord's consent and public school (K-12) which it can serve by a standard installation at no cost to the Town or school involved, and shall charge no more than its time and material costs for any additional outlets to such facilities. At a minimum, Basic and enhanced Basic Service and Service offered on migrated and new product tiers will be provided to all such free outlets in connected Town facilities free of charge.

E. A Licensee shall comply with FCC regulations regarding the Emergency Alert System.

F. At a minimum, to the extent not inconsistent with applicable Law, the Town may, require in a License Agreement that a Licensee provide a free modem and free unlimited cable internet service for one computer to all connected schools. At a minimum, Basic and enhanced Basic Service and Service offered on migrated and new product tiers will be provided to all connected public and private schools free of charge. The Licensee will provide a free monthly

educational program listing to each connected school to the extent such program listing is available. The Town may request Licensee sponsor local workshops on use of the cable modem Service.

G. As required by FCC regulations, a Licensee shall make available to its Subscribers equipment capable of decoding closed circuit captioning information for the hearing impaired. A Licensee may impose a reasonable charge for such equipment.

H. Unless otherwise provided in a License Agreement, a Licensee shall make Cable Service available to all dwelling units within its License Area not otherwise passed by an existing Cable System, unless prohibited by a private property owner from doing so, provided that such dwelling unit is in an area of density of at least thirty (30) dwelling units or business entities per mile of underground cable. A Licensee shall provide a Standard installation at the request of a Subscriber within its License Area. Standard installation shall consist of a Drop, not exceeding 125 feet from the cable plant to the nearest entry point of a Subscriber's residence or commercial building. A Licensee may charge for Subscriber Drops in excess of 125 feet according to the Licensee's rate schedule.

I. At the request of the Town, a Licensee shall interconnect its Cable System with adjacent Cable Systems operating within the Town pursuant to a Town License as necessary to allow Subscribers throughout the Town to view educational, and government access programming, and, to the extent required by law, with other providers of video programming (i) through independent interconnection or (ii) through connection to a central facility designated by the Town. Said interconnection shall be competed and activated no later than three (3) months after the date of receipt of notice by the Town unless the Town has extended the deadline or waived this obligation upon a showing by a Licensee of non-feasibility. Any application for an

Initial License or a License Renewal that has not interconnected with other Cable Systems shall include a proposal for Interconnection. The cost of such Interconnection shall be equitably distributed among the Licensees that interconnect their Systems based on the benefits received by each affected Licensee and its Subscribers. If the Licensees are unable to agree on the distribution of expenses for interconnection, they shall notify the Town and the Town shall then determine the amount of expense to be borne by each Licensee. The Licensees shall pay to the Town equally the costs incurred by the Town in making such a determination, and such payments shall not be deducted from taxes or license fees otherwise paid by the Licensees to the extent allowed by applicable Law.

J. Institutional Network.

Applications for an initial or renewed Licensee may, and at the Town's requests, shall, include a plan for the provision of an Institutional Network ("I-NET") or an alternative communications network, with the capability of transmitting voice, video and data signals between Town facilities, educational institutions, and/or other public facilities

K. A License Agreement may specify the construction schedule that will apply to any required construction, upgrade or rebuild. The schedule shall provide for prompt completion of the project, considering the amount and type of construction required, as well as for liquidated damages if the schedule is not met.

Section ___-21. Technical Standards.

A. Any Cable System within the Town shall at minimum meet the technical standards of the FCC or other applicable federal or state technical standards, including any such standards as hereinafter may be amended or adopted. Specifically, all Cable Systems shall satisfy the FCC's technical standards contained in 47 C.F.R. §76.605, as such standards may be

amended. All television signals transmitted on a Cable System shall include any closed circuit captioning information for the hearing impaired in accordance with FCC regulations. Antennas, supporting structures, and outside plant used in the System shall be designed to comply with all generally accepted industry practices and standards and with all federal, state, Town, and/or utility laws, ordinances, rules, and regulations.

B. All construction, installation, and maintenance shall comply with the National Electrical Safety Code, the National Electric Code, and all Laws and accepted industry practices, and as hereinafter may be amended or changed.

C. As required by FCC rules, the Licensee shall perform at its expense proof of performance tests designed to demonstrate compliance with FCC requirements. The Licensee shall provide, upon written request, the results of the proof of performance test required by FCC rules to the Town within thirty (30) days after completion. The Town shall have the right to inspect the Cable System facilities and a Licensee's records during reasonable business hours to ensure compliance with the requirements of the License Agreement, this Article, FCC and other applicable standards. The Town may pursue appropriate remedies, including fines pursuant to this Article, to enforce the FCC's technical standards.

D. The Town may require any other tests as specified in a License Agreement or allowed by applicable Law to be performed at the expense of the Licensee. Upon request, the Licensee shall provide the test results to the Town within thirty (30) days of completion of such other tests.

E. Upon request, the Licensee shall provide the Town ten (10) days advance written notice when a proof of performance or test required in C and D above is scheduled so that the Town may have an observer present.

F. A Licensee shall not design, install, or operate its facilities in a manner that will interfere with the signals of any broadcast station, the facilities of any public utility, the Cable System of another Licensee, or individual or master antennas used for receiving television or other broadcast signals in accordance with FCC standards.

Section ___-22. Access Channels and Facilities.

A. Town Access Channels.

(1) Licensees and cable licensees granted a cable License by Miami-Dade County operating in the Town shall provide at least one Access Channel, unless otherwise specified in a License Agreement, for the Town's sole use capable of showing Town Council meetings and educational and governmental access programming to Subscribers within the Town within sixty (60) days of the effective date of this Article or as provided in a License Agreement provided an Application for an Initial License is submitted in accordance with this Article.

(2) Applications for an Initial or renewed License may, and at the Town's request, shall include proposals for the provision of at least one educational, and governmental Access Channel, which shall contain programming as authorized solely by the Town.

(3) At any time the initial Access Channel provided to the Town by a Licensee is programmed during at least twelve (12) hours per day with non-duplicative programming (i.e., bulletin board messages will not be considered programming for purposes of this Section), Monday through Friday, for six (6) consecutive weeks, the Licensee shall, without charge, at the request of the Town, provide the Town with a second Access Channel within six (6) months of receipt of written request that includes information demonstrating that usage of the initial Access Channel has met the criteria set forth

above. If at any time the first two (2) Access Channels provided to the Town by a Licensee are programmed with non-duplicative programming during at least twelve (12) hours per day, Monday through Friday, for six (6) consecutive weeks, the Licensee shall, without charge, at the written request of the Town, provide the Town with a third Access Channel at no charge within six (6) months of receipt of written request that includes information demonstrating that usage of the previously provided Access Channels have met the criteria set forth above. In the event the programming on the Access Channels falls below the amount specified above, then a Licensee shall have the right to deactivate the subsequently provided Access Channels. The Town may by resolution adopt rules and regulations concerning use of the Access Channels.

(4) The Town may require in a License Agreement that a Licensee provide live cablecasting of Town Council meetings in their entirety to all of Licensee's Subscribers located within the Town. The Town may require the replay of such meetings at times specified by the Town.

B. Facilities to Support Programming on the Access Channels

(1) A License Agreement may provide for the use of the Licensee's studio facilities, equipment, and personnel for the production of live and videotaped Town programs, subject to reasonable availability and to scheduling requirements of the Licensee.

(2) A Licensee may provide, at the request of the Town, use of the Licensee's studio equipment and technical services for character generation and cablecasting of such character generation on the Access Channels, subject to reasonable availability and scheduling requirements of the Licensee.

(3) A License Agreement may provide that upon the Town's request, the Licensee shall provide at its cost, trained personnel and necessary equipment for:

(a) Live cablecasting of events at the location of Town Council meetings and other specified locations within the Town; and

(b) The production of videotapes of civic and government programs and events that take place at locations other than the locations capable of offering live programming. Such videotapes shall be played and replayed on the Access Channels at times specified by the Town.

(c) Live cablecasting may be facilitated with the Interconnection among Licensees pursuant to this Article. A License Agreement may provide that at the time of the Town's request for live cablecasting of Town Council meetings, the Licensee serving the largest number of Subscribers at the location of the Town Council meetings shall be responsible for live cablecasting production of professional quality, including all necessary equipment and trained personnel. If requested by the Licensee so responsible, all other Licensees shall share in the cost of producing and delivering the live cablecasting to all Subscribers on a pro-rata per Subscriber basis.

(d) In the event that the Town changes the location of Town Council meetings and desires to change the location where live cablecasting of the Town Council occurs, the Town may extend a Licensee's License Agreement to allow the Licensee to recover the incremental costs of the construction of the additional plant required to provide the live cablecasting from the new location.

C. At the Town's discretion, a License Agreement may provide for a financial grant in lieu of some or all of the facilities, equipment, and services referenced in this Article.

D. Annual Capital Contribution. The Town may establish an annual budget and an amount for an annual contribution from Licensees for capital expenses associated with producing programming for the Access Channels to be specified in a License Agreement.

E. All facilities, equipment, and other capital support to be provided by a Licensee pursuant to this Article or a License Agreement constitute capital costs consistent with applicable Law to be incurred by the Licensee for public, educational, or governmental access facilities within the meaning of §622(g)(2)(c) of the Cable Act, 47 U.S.C. §542(g)(2)(c). Such capital support does not constitute a License fee or tax within the meaning of the Cable Act, state Law, this Article, or any License Agreement.

Section ___-23. Insurance and Indemnification.

A. A Licensee shall maintain, and by its acceptance of a License specifically agrees that it will maintain, throughout the entire term of the License including any renewals thereof, the following liability insurance coverage insuring the Licensee and naming the Town as an additional insured: worker's compensation and employer liability insurance to meet all requirements of state Law, automobile liability insurance, and general comprehensive liability insurance with respect to the construction, operation, and maintenance of the Cable System or OVS, and the conduct of the Licensee's business in the Town, in the minimum amounts of:

- (1) \$1 million for property damage in any one accident;
- (2) \$1 million for personal bodily injury to any one Person; and
- (3) \$3 million for personal bodily injury in any one accident.

B. All insurance policies shall be with sureties qualified to do business in Florida and shall be with sureties with a minimum rating of A- in Best's Key Rating Guide, Property/Casualty Edition. The Town may require coverage and amounts in excess of the above minimums where necessary to reflect changing liability exposure and limits or where required by Law.

C. A Licensee shall keep on file with the Town certificates of insurance which certificates shall indicate evidence of payment of the required premiums and shall indicate that the Town, its officers, council, council members, agents, and employees are listed as additional insureds. In the event of a potential claim such that the Town claims insurance coverage, the Licensee shall immediately respond to all reasonable requests by the Town for information with respect to the scope of the insurance coverage.

D. All insurance policies shall further provide that any cancellation or reduction in coverage shall not be effective unless thirty (30) days prior written notice thereof has been given to the Town. A Licensee shall not cancel any required insurance policy without submission of proof that the Licensee has obtained alternative insurance that complies with this Article.

E. A Licensee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Town, its officials, Board members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses arising out of the construction, maintenance, or operation of its Cable System or Open Video System, the conduct of Licensee's business in the Town, or in any way arising out of the Licensee's enjoyment or exercise of a License, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Article or a License Agreement. This provision includes, but is not limited to, the Town's reasonable attorneys' fees incurred in

defending against any such claim, suit, or proceedings; and claims arising out of copyright infringements or a failure by the Licensee to secure consents from the owners, authorized distributors, or providers of programs to be delivered by the Cable System or Open Video System, claims arising out of Section 638 of the Cable Act, 47 U.S.C. §558, and claims against the Licensee for invasion of the right of privacy, defamation of any Person, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person. The Town agrees to notify Licensee, in writing, within ten (10) days of the Town receiving notice of any issue it determines may require indemnification. Nothing in this Article shall prohibit the Town from participating in the defense of any litigation by its own counsel and at its own cost.

Section ___-24. Security Fund.

A. The Town shall require in a License Agreement that the Licensee post with the Town a security fund. Such fund may be in the form of a cash deposit, letter of credit, or bond as agreed to in the License Agreement. The security fund will be used to ensure the Licensee's faithful performance of and compliance with all provisions of this Article, the License Agreement, and other applicable Law, and the payment by the Licensee of any claims, liens, fees, or taxes due the Town which arise by reason of the construction, operation, or maintenance of the Cable System or OVS. The amount of the security fund shall be the amount that the Town determines, under circumstances existing at the time, that is necessary to protect the public, to provide adequate incentive to the Licensee to comply with this Article and the License Agreement, and to enable the Town to enforce effectively compliance therewith, and in no event shall be less than Fifty Thousand Dollars (\$50,000). The License Agreement shall provide for the procedures to be followed with respect to the security fund. Neither the posting of the cash

deposit or filing of an indemnity bond or any form of surety bond with the Town, nor the receipt of any damages recovered by the Town thereunder, shall be construed to excuse faithful performance by the Licensee or limit the liability of the Licensee under the terms of its License for damages, either to the full amount of the bond or otherwise.

B. The rights reserved to the Town with respect to the security fund are in addition to all other rights of the Town, whether reserved by this Article or authorized by other Law or the License Agreement, and no action, proceeding, or exercise of a right with respect to such security fund will affect any other right the Town may have.

Section ___-25. Records and Reports.

A. No later than June 30, of each year, and, for items that are to be submitted upon request of the Town, no later than thirty (30) days following such request, a Licensee shall provide the Town an annual report concerning the previous calendar year that includes, at a minimum, the following information:

- (1) Upon request of the Town, a summary, including all reasonably available information, of the previous calendar (January 1 through December 31) year's activities in development of the State of the Art of Cable Systems, which may be satisfied by submitting the response to the FCC's annual survey to cable systems submitted by the Licensee or by the Affiliate that controls the Licensee, and activities in development of the System serving the Town, including, but not limited to, Services and products initiated or discontinued, new technologies, number of Subscribers, homes passed, and miles of cable distribution plant in service. The summary shall also include a comparison of any construction, including System upgrades, during the year with any projections previously provided to the Town, as well as rate adjustments. Upon the Town's request,

it is the obligation of the Licensee to include within this report information necessary to evaluate Licensee's System as compared to the State of the Art as defined in this Article.

(2) Upon request, if license fees are paid directly to the Town, a statement of revenues for the previous calendar year. The statement shall be audited if the Licensee has such an audited statements prepared in its normal course of business. If not, the Licensee's chief financial officer or other duly authorized financial officer shall certify the statement. The statement shall include notes that specify all significant accounting policies and practices upon which it is based to the extent required by GAAP.

(3) Upon request, a summary of written Subscriber or resident Complaints identifying the number and nature of Complaints and their disposition. More detailed information concerning Complaints shall be submitted upon request of the Town.

(4) Upon request, if the Licensee is a corporation, a list of officers and members of the Board of directors and the officers and members of the Board of directors of any parent corporation.

(5) Upon request, if the Licensee is a partnership, a list of the partners, including any limited partners, and their addresses; and where the general partner or its parent corporation's ownership interests are publicly traded, a copy of its most recent annual report.

(6) Upon request, a list of all Persons who at the time of filing control or hold five percent (5%) or more ownership or otherwise cognizable interest in the Licensee pursuant to 47 CFR 76.501.

(7) Upon request, copies of a Licensee's standard form of subscriber agreements.

(8) A full schedule and description of Cable Services, office and telephone hours, and location of the Licensee's customer service offices available to Subscribers, and a schedule of all rates, fees, and charges for all Cable Services.

(9) A report on the number of total Subscribers served by the Licensee in the Town.

B. A Licensee shall provide the following documents to the Town as received or filed, without regard to whether the documents are filed by the Licensee or an Affiliate:

(1) Upon the Town's request, the annual report of the Licensee or any Affiliate of the Licensee that controls the Licensee and issues an annual report;

(2) Upon the Town's request, copyright filings reflecting the operation of the System;

(3) Upon the Town's request, FCC Forms 325 and 395A for the System, or their successor forms;

(4) Upon the Town's request, any and all pleadings, petitions, applications, communications, reports, and documents (collectively referred to as "filings") submitted by or on behalf of the Licensee to any state or federal agency, court, or regulatory board which filings concern the Licensee's operations in the Town or that concern the Town's rights or obligations under this Article or a License Agreement and any and all responses, if any, to the above mentioned filings.

(5) Upon the Town's request, any and all notices of deficiency, forfeiture, or documents instituting any investigation or civil or criminal proceeding issued by any state or federal agency regarding the Licensee, or any Affiliate of the Licensee, provided, however, that any such notice or documents relating to an Affiliate of Licensee need be provided only to the extent the same concern the Licensee's operations in the Town. For example, a notice that an Affiliate, which has a management contract for the System in

the Town, was not in compliance with FCC EEO requirements with respect to the System in the Town would be deemed to affect operations in the Town.

(6) Upon the Town's request, any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.

(7) Upon the Town's request, any document that adversely impacts Licensee's compliance with its License or this Article.

C. A Licensee shall make records available in Miami-Dade County for inspection and audit by the Town, for purposes of ascertaining compliance with requirements of this Article and the License Agreement. Such inspection and audit shall be upon reasonable notice and during normal business hours.

D. Licensees shall at all times make available for inspection and copying by the Town, records that demonstrate compliance with the customer service standards contained in this Article.

E. Upon request of a Licensee, any materials submitted to the Town that a Licensee deems proprietary and confidential shall not be made available to the public to the extent permitted by applicable Law, including, but not limited to, the Florida public records law. To the extent the Town cannot maintain the confidentiality of such materials, the Town may inspect such materials at a Licensee's premises, but shall not copy or remove such materials.

Section ___-26. Reserved.

ARTICLE III -- CONSUMER PROTECTION STANDARDS

Section ___-27. Compliance With Consumer Protection Standards.

A. Transition Period. To provide Licensees and cable operators granted a cable license by Miami-Dade County operating in the Town a reasonable opportunity to make necessary changes to their operations, the customer service provisions contained within this Article will be enforced beginning ninety (90) days after adoption in accordance with the Cable Act. Until such time, cable operators granted a cable license by Miami-Dade County operating in the Town shall comply with consumer protection standards contained in the Miami-Dade County Code.

B. General Applicability. A Licensee or cable operator granted a cable license by Miami-Dade County operating in the Town shall comply with the consumer protection standards contained in this Article during normal operating conditions. "Normal operating conditions" means those service conditions that are within the control of the Licensee. Those conditions that are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak and seasonal demand periods, a reasonable amount of time after a power or telephone network outage is restored and maintenance or upgrade of the Cable System. In addition, each Licensee shall at all times satisfy any additional or stricter requirements established by applicable Law including, without limitation, FCC customer service standards and consumer protection laws.

C. Application to Open Video Systems. The customer service standards contained in this Article apply to Open Video Systems to the extent permissible by applicable law. A Licensee providing Cable Service via an Open Video System or a cable operator that enters into

an agreement to comply with the customer service standards applicable to Cable Systems may be certified by the Town as "Consumer Friendly" if the Town determines that the Person is complying with the requirements contained herein. The Town may revoke the certification for failure to comply with the standards, or if the Town is unable to determine whether the Person is in compliance.

D. Maintenance Generally. A Licensee shall maintain all parts of its System in good condition and in accordance with standards generally observed by the cable television industry. Sufficient employees shall be retained to provide safe, adequate, and prompt service for all of its customers and facilities.

E. Customer Issues Received By the Town and Referred to a Licensee.

A Licensee shall maintain designated representatives responsible for resolving customer issues received by the Town from residents. A Licensee shall provide the Town with current direct telephone numbers, direct facsimile numbers and email addresses of representatives and their supervisors designated to resolve customer issues received by the Town for referral to the Licensee. A Licensee shall provide the Town with current direct contact telephone numbers, facsimile numbers, and email addresses for the general manager or equivalent employee with responsibility for operations within the Town and for management level personnel with responsibility for customer installation, repair, and billing. Such telephone numbers shall generally be answered by a live person capable of resolving customer issues referred by the Town. A Licensee shall respond to customer issues referred by the Town within 24-hours, and shall notify the Town of the resolution or of its efforts to resolve the customer issue within five (5) business days. The Town

may develop a form for use by a Licensee in responding to customer issues referred to a Licensee.

Section ___-28. Business office.

Upon providing Cable Service to a minimum of Two Hundred Fifty (250) Subscribers in its License area, A Licensee shall maintain at least one conveniently located business office and service center within Town limits under the name in which it does business within the Town. Consumers may make payments, obtain information, return, pick up and exchange equipment, or conduct other business regarding Cable Service at the business office. This business office shall be open at minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, and at least four (4) weekend and four (4) evening hours. However, where a Licensee makes available equipment pick-up and delivery service to Subscribers at no charge to the Subscriber, and where the Licensee provides for payment of Subscriber bills via credit card, via telephone, or via a check depository within the Town, such Licensee's obligation pursuant to this Section shall be to maintain the business office within five (5) miles of the Town limits. The Town may waive a Licensee's obligation to have an office within the Town if Licensee provides other methods for providing convenient services to its customers.

Section ___-29. Toll-Free Telephone Number.

A. Each Licensee shall maintain a telephone system with a publicly listed toll free telephone number under the business name familiar to subscribers and employ a sufficient number of telephone lines and answering equipment or service to allow reasonable access by subscribers and members of the public to contact the licensee on a full time basis at any time twenty-four (24) hours a day, each day of the year.

B. Knowledgeable, qualified company representatives will be available to answer customer telephone inquiries twenty-four (24) hours per day, seven (7) days per week

including holidays. A company supervisor will be available to a customer upon request. If a supervisor is not available, the supervisor will call back the customer no later than the first three (3) hours of the next normal business day.

C. Under Normal Operating Conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed thirty (30) seconds. Licensees that utilize automated answering and distributing equipment will limit the number of routine rings to five (5) or fewer. Licensees not utilizing automated equipment shall make every effort to answer incoming calls as promptly as the automated systems. Percent of abandoned telephone calls out of total calls received shall not exceed ten percent (10%), average, and Subscribers shall receive a busy signal less than three percent (3%) of the time. These standards shall be met at a minimum, ninety (90) percent of the time measured on a quarterly basis. To the extent feasible, these standards should be measured with respect to telephone calls coming from the Town.

D. Violation. (1) If a Licensee violates the telephone answering standards contained herein for two consecutive quarters, the Town may require the Licensee to provide the Town with a communication traffic study within sixty (60) days of notice. The study will be conducted on all customer service trunk lines and must include information on the efficiency of the communications system measured from the telephone company's central office, as well as other performance information available from the Licensee's communication equipment. The study must provide information that confirms the Licensee's communications system is properly trunked and staffed to meet the requirements of this Article using generally accepted telephonic engineering standards.

(2) Based upon the findings of the traffic study that additional personnel or equipment is needed and other relevant considerations, the Town may require the Licensee to staff a minimum specified number of customer service representatives or to add particular equipment to handle telephone calls to the extent permitted by applicable law. If the Town

requires staffing or additional equipment, the Town and the Licensee shall determine the minimum number of customer service representatives and equipment necessary to allow the Licensee to meet the telephone answer standards contain in this Section. For purposes of this calculation, the number of calls received daily shall be the median number of calls received on a daily basis for the two (2) consecutive quarters during which the standards were not met. If, following a Town order for minimum staffing requirements, the Licensee's performance meets the required telephone standards for any two (2) consecutive quarters, the Town may rescind its minimum staffing order provided the Licensee continues to conform to the required telephone standards.

Section ___-30. Installation and Service Standards.

A.. The Licensee must meet each of the following standards no less than 95% percent of the time under normal operating conditions as measured on a quarterly basis:

(1) Standard installation work shall be performed within seven (7) calendar days after an order has been placed except in those instances where a Subscriber specifically requests an installation date beyond the seven (7) calendar day period. "Standard" installations are up to 125 feet from the existing distribution system. Installation requests shall be completed within 120 days of a request where an extension of over 125 feet and up to one-half mile is required and within 180 days where an extension of over one-half mile is required. If scheduled installation is neither started nor completed as scheduled, unless due to the customer's fault, an employee of the Licensee will telephone the Subscriber the same day. Evening personnel shall also attempt to call Subscribers at their homes between the hours of 5:30 and 8:00 p.m. If the call to the Subscriber is not answered, an employee of the Licensee shall telephone the Subscriber the next day.

(2) Excluding those situations beyond the control of the Licensee, the Licensee will respond to Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. Other service problems will be responded to promptly and in no event later than 24 hours during the normal work week. All Service Interruptions and Service problems within the control of the Licensee will be corrected within 72 hours after a Complaint.

(3) The appointment window alternatives made available for installations, Service calls, repairs, and other installation activities will be either a specific time, a four-hour or less block of time. The Licensee's scheduling options shall be clearly explained to Subscribers at the time of the scheduling.

(4) The Licensee may not cancel an appointment with a Subscriber after 5:00 pm on the business day prior to the scheduled appointment.

C. Delayed service. If at any time an installer or technician is running late for a scheduled appointment, an attempt to contact the customer will be made and the appointment rescheduled as necessary at a time which is convenient for the customer. In such circumstances the Licensee will use its best efforts to inform the customer of the delay before the scheduled time of the appointment. Additionally, based on community needs, Licensee will schedule supplemental hours during which an appointment can be set. Subscribers who have experienced one (1) missed installation or Service appointment due to the fault of Licensee shall receive standard installation free of charge. If the installation was to have been provided free of charge or if the appointment was for Service or repair, the Subscriber shall receive a credit of not less than twenty dollars (\$20).

D. Services to Persons with Disabilities. With regard to Subscribers with disabilities as defined by applicable Law, upon Subscriber request, a Licensee will arrange for pickup and/or replacement of converters or other equipment at the Subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer), without a special charge.

Section ___-31. Disconnection and Downgrades.

A. Voluntary Termination

(1) A Subscriber may terminate or downgrade Cable Service at any time. A Licensee will disconnect from the Licensee's Cable System or downgrade any Subscriber who so requests within seven (7) business days. No charges for Cable Service may be made after the Subscriber requests disconnection or downgrade. No period of notice before voluntary termination or downgrade of Cable Service may be required of Subscribers. There will be no charge for disconnection, except for a collection fee authorized by applicable Law, and any downgrade charges will conform to applicable Law. This section does not apply to promotional contracts or bulk contracts where a Subscriber received an actual discount from standard service rates for a multi-month contract, so long as (a) the disconnect fee plus the amount paid by the customer is no higher than the amount the customer would have paid for Service actually received before the disconnect request at the Licensee's prevailing rates for the Service; (b) the disconnect fee was stated prominently and in writing, and provided to the customer before the customer began taking Service; and (c) the Subscriber was given the option of disconnecting without a disconnect fee within the first fifteen (15) days after Subscriber began receiving the discounted Service.

(2) Any security deposit and/or other funds, including interest, due a Subscriber that disconnects or downgrades Service will be returned to the Subscriber within forty-five (45) days from the date disconnection or downgrade was requested except in cases where the Subscriber does not permit the Licensee to recover its equipment, in which case the amounts owed will be paid to Subscribers within forty-five (45) days of the date the equipment was recovered.

(3) A Subscriber that requests to terminate a promotional offer or requests to return to the prior level of Service after the promotion ends, shall be able to do so without paying any additional charges or being required to obtain additional equipment at the Subscriber's cost.

B. Involuntary Disconnection.

(1) A Licensee may not disconnect a Subscriber's Service for non-payment unless:

(a) The Subscriber is delinquent in payment for Cable Service;

(b) A written notice of impending disconnection, postage prepaid, has been sent to the Subscriber after the due date of the bill, and at least ten (10) days before the date on which Cable Service may be disconnected, at the premises where the Subscriber requests billing, which notice must identify the name and address of the Subscriber whose account is delinquent, state the date by which disconnection may occur if payment is not made, and the amount the Subscriber must pay to avoid disconnection, and a telephone number of a representative of the Licensee who can provide additional information concerning and handle Complaints or initiate an investigation concerning the Cable Services and charges in question;

- (c) The Subscriber fails to pay the amounts owed to avoid disconnection by the date of disconnection; and
 - (d) No pending inquiry exists regarding the bill that the Subscriber has failed to pay to which Licensee has not responded in writing, if the Subscriber inquiry was in writing, or via telephone or in writing if the Subscriber inquiry was via telephone.
- (2) A Subscriber is not delinquent in payment for a bill until after the date a late fee could be imposed on that bill.
 - (3) Service may only be disconnected on days in which the Subscriber can reach a representative of the Licensee either in person or by telephone to make a payment on the account.
 - (4) After disconnection, upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any, the Licensee will reinstate Cable Service within seven (7) business days, except as otherwise provided in this Article below.

C. Immediate Disconnection. A Licensee may immediately disconnect a Subscriber if:

- (1) The Subscriber is damaging, destroying, or unlawfully tampering with or has damaged or destroyed or unlawfully tampered with the Licensee's Cable System;
- (2) The Subscriber is not authorized to receive Cable Service and is receiving it and/or is facilitating, aiding or abetting the unauthorized receipt of Service by others; or
- (3) Subscriber-installed or attached equipment is resulting in signal leakage in violation of FCC rules.

D. Other disconnection. Nothing in this Article shall be construed to prevent the Licensee from removing its property from a Subscriber's premises upon the termination of Service consistent with FCC rules and any other applicable Law. At the Subscriber's request, a Licensee shall remove all of its facilities and equipment from the Subscriber's premises within thirty (30) calendar days of the Subscriber's request. Where removal is impractical, such as with buried cable or internal wiring, facilities and equipment may be disconnected and abandoned rather than removed, unless there is a written agreement stating otherwise, provided, however, that such agreement must be consistent with applicable Law and FCC rules. Notwithstanding anything to the contrary, a Licensee shall comply with all FCC rules as now or hereafter may be amended with respect to Subscribers' rights and interests including, but not limited to, right to purchase and determination of ownership of cable wiring and equipment.

Section ___-32. Service Interruptions.

A. Intentional. The Licensee shall intentionally interrupt service only for good cause and for the shortest time possible. The Licensee shall use its best efforts to ensure that such interruptions shall occur during the least inconvenient times for Subscribers which shall be the period between 1:00 A.M. and 6:00 a.m., if practicable. The Licensee shall maintain and make available to the Town a written log for all intentional Service Interruptions.

B. Notification to Town. The Licensee shall notify the Town immediately if a Service Interruption is major, i.e. affects 100 or more Subscribers for a time period greater than three (3) hours. The Town may establish procedures for such notification after normal business hours.

Section ___-33. Licensee Identification.

A. Employee badges. The Licensee shall cause all its field employees and field contract workers to wear a picture identification badge indicating that they work for the Licensee. This badge shall be clearly visible to the public. Upon request, employees must provide a supervisor's name and telephone number for members of the public to contact.

B. All company vehicles shall prominently display the name under which the Licensee is doing business, and logo, if any, in a manner clearly visible to the public. Contractor vehicles shall prominently display the contractor name, contractor license number, if applicable, and the Licensee's name. There must be a listed local telephone number for the names displayed.

C. When any work is performed by or on behalf of the Licensee in the Public Rights-of-Way where the work involves cutting or trenching, or requires more than one hour to perform, each Licensee will post a sign that prominently displays the name under which the Licensee is doing business in the Town, and Licensee's telephone number.

D. The telephone number posted must be a local or toll free number. The phone must connect to Persons trained to receive and respond to calls regarding employees, construction and problems (including repair problems) associated with construction.

Section ___-34. Complaint procedures.

A. A Licensee shall develop written procedures for the investigation and resolution of all Subscriber or Town resident Complaints, including, but not limited to, those regarding the quality of Service and equipment malfunction, which procedures shall be subject to the review and approval by the Town. A Subscriber or Town resident who has not been satisfied by following the Licensee's procedures may file a written Complaint with the Town, which will investigate the matter and, in consultation with the Licensee as

appropriate, attempt to resolve the matter. The Town shall consider a Licensee's good faith or lack thereof in attempting to resolve Subscriber and resident Complaints in a fair and equitable manner in connection with the Licensee's renewal Application. The Licensee shall maintain a complete list of all Complaints not resolved within seven (7) days of receipt and the measures taken to resolve them. This list shall be compiled in a form to be approved by the Town. It shall be compiled on a monthly basis. The list for each calendar month shall be supplied to the Town upon the Town's request no later than the 15th day of the next month. The Licensee shall also maintain a list of all Complaints received, the number and duration of outages, number of planned outages, and number of outages during prime viewing hours (8:00p.m.- 11:00p.m.) for a period of 24 months, which list will be available to the Town upon the Town's request.

B. A Licensee may not prohibit a Subscriber from pursuing any lawful remedy, including filing an action in an appropriate court, available under any applicable Law.

Section ___-35. Communications with Customers, Bills, and Refunds.

The Licensee shall abide by the following requirements governing communications with customers, bills, and refunds:

A. Each Licensee shall provide to Subscribers written information about each of the following at the time of installation, at least once annually, and thereafter at any future time upon request of a Subscriber:

- (1) How to use the Cable Service;
- (2) Installation and Cable Service maintenance policies;
- (3) The products and Cable Services offered;
- (4) Prices and Cable Service options;

- (5) Channel positions of programming carried on the System;
- (6) Licensee's procedures for the receipt and resolution of Complaints;
- (7) Licensee's address of all business offices within Miami-Dade County and telephone number to which Complaints may be reported, and the hours of operation;
- (8) The telephone number and address of the office designated to handle cable television Complaints and inquiries from Subscribers in the Town shall be printed on the back of the bill;
- (9) The availability of a parental control device and Cable Services or specialized equipment available to Subscribers with disabilities, and the conditions and costs to obtain such devices and/or Cable Services;
- (10) Licensee's information collection and disclosure policies for the protection of Subscribers' privacy.

B. At the request of the Town, a Licensee shall provide written notice to all Subscribers of any Town meeting regarding the Licensee's renewal, Transfer, or modification of its License. The Town shall make such a request in writing, no less than sixty (60) days prior to the mailing of any billing by the Licensee. Said notices shall be made at the Licensee's expense and said expense shall not be considered part of the License fee assessed pursuant to this Article and shall not be regarded as a License fee, as the term is defined in §622 of the Cable Act, 47 U.S.C. §542.

C. Licensee's bills to Subscribers will be clear, concise, and understandable. All charges shall be separately itemized on the bill.

D. Refund checks and credit for Service will be issued promptly, but no later than the earlier of forty-five (45) days or the Subscriber's next billing cycle following the resolution of a

refund request, determination that a credit is warranted, or the return of the equipment supplied by the Licensee if Service is terminated.

E. A Licensee shall provide Subscribers and the Town with at least thirty (30) days advance written notice of any changes in rates, charges, Channel lineup, changes in Subscriber policies, or initiations or discontinuations or changes of Cable Service or Cable Services offered over the Cable System within the control of the Licensee. Notice to Subscribers and the Town of such changes not within the control of the Licensee shall be provided as quickly as practicable.

F. Service Credits for Outages.

(1) A Licensee shall credit a Subscriber's account a minimum of 1/30th of the monthly charge for Cable Service, upon request if a Subscriber is without Cable Service or if Cable Service is substantially impaired under normal operating conditions, except caused by the Subscriber, for a minimum of two (2) to less than twenty-four (24) hours. In the event of a Service interruption for twenty-four (24) hours or longer, except where caused by the Subscriber, upon a Subscriber's request, a Licensee shall credit the Subscriber's account a minimum of twenty percent (20%) of a Subscriber's monthly bill, whichever is higher. For the purpose of this Section, service interruption includes the loss of picture or sound on one or more cable Channels, or to the extent allowed by applicable Law, the loss of cable Internet service, under normal operating conditions. A Licensee shall not be required to provide credits in one month in excess of a Subscriber's monthly bill. For purposes of computing time of interrupted service, the time shall begin when a Complaint for a Service Interruption is received by the Licensee or when the

Licensee has actual or constructive notice of the Service Interruption, whichever occurs first.

(2) A Subscriber shall be deemed to have requested a credit if the Subscriber requests in writing or verbally a credit or complains about a Service Interruption within forty-five (45) days of the outage.

(3) A Subscriber shall also be deemed to have requested a credit unless at least quarterly the Licensee sends each Subscriber a notice with the following text, prominently displayed: "WE ARE REQUIRED TO GIVE YOU A CREDIT IF YOUR SERVICE WAS OUT OR IMPAIRED FOR THREE HOURS OR MORE DURING ANY DAY. YOU MUST CALL US OR WRITE US TO REQUEST THIS CREDIT WITHIN 45 DAYS OF THE DATE OF THE SERVICE OUTAGE OR IMPAIRMENT."

G. Billing.

(1) The Licensee's first billing statement after a new installation or service change shall be pro-rated as appropriate and shall reflect any security deposit.

(2) The Licensee's billing statement must be fully itemized, with itemizations including, but not limited to, basic and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(3) The Licensee's billing statement must show a specific due date not earlier than fifteen (15) ten days after the date the statement is mailed or ten (10) days after the beginning of the Cable Service period. If the Licensee charges a late fee or administrative fee, the bill must show the date after which such fees will be imposed and the amount. Any balance not received within twenty-five (25) days after the due date may be assessed

an administrative charge as a late fee. Any administrative charge imposed as a "late fee" must be reasonable and must be limited to a fair approximation of the actual cost of handling and collecting the customer bill. Licensees shall use late fees for cost recovery only and not as a tool of profit for the collection of additional revenues, or as a penalty or deterrent. Any late fee charged to Subscribers in excess of five dollars (\$5) per billing period is presumed to be unreasonable, and the Licensee shall bear the burden of proving that any such late fee is reasonable.

(a) Any administrative charge applied to unpaid bills shall be subject to regulation by the Town consistent with applicable Law.

(b) Subscribers shall not be charged an administrative fee or a late fee, or be otherwise penalized for any failure by the Licensee, its employees, or contractors, to bill the Subscriber timely and correctly or to properly credit the Subscriber for a payment timely made.

(c) The calendar day prior to the date a late fee is imposed must be a day on which the Licensee's business office closest to the Subscriber's residence is scheduled to be open and on which mail will be delivered.

(4) The Licensee must notify the Subscriber that he or she can remit payment in person at the Licensee's office and must inform the Subscriber of the address of that office.

Section ___-36. Alteration of Service.

A Licensee may not substantially alter the Cable Service being provided to a Subscriber (including by re-tiering, restructuring a tier, or otherwise) without the express permission of such Subscriber, unless it complies with this subsection.

A. Any time a Licensee alters the service being provided to a Subscriber (including by re-tiering, restructuring a tier, or otherwise) in such a way that the Subscriber will no longer be able to obtain the same package of services in the same manner and at the same cost, the Licensee must provide the Subscriber with thirty (30) days written notice of such alteration. The notice shall explain the substance and the full effect of the alteration and provide the Subscriber the right, within the 30-day period following notice, to opt to receive any combination of services offered by the Licensee. A Subscriber that requests to terminate a promotional offer or requests to return to the prior level of Service after the promotion ends, shall be able to do so without paying any additional charges or being required to obtain additional equipment at the Subscriber's cost.

B. Negative Option Prohibited. Except as provided herein or under applicable Law, no charge may be made for any Cable Service or product which the Subscriber has not requested affirmatively by name, in a manner separate and apart from payment of the regular monthly bill, that the Subscriber wishes to receive. A Subscriber's request may be made orally in writing, or via any electronic means, but it is the Licensee's burden to show that an affirmative request was made.

Section ___-37. Duty of Licensee To Maintain Adequate Staff and Equipment.

A. Adequate Staff. The failure of the Licensee to hire sufficient staff or to properly train its staff will not justify a Licensee's failure to comply with any provision hereof.

B. Adequate Equipment. Licensee must have sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and the trained and skilled personnel required so that Licensee complies with each and every requirement of applicable

Law, including applicable customer service requirements, technical standards, maintenance standards and requirements for responding to System outages. This includes the facilities, equipment and staff required to: (i) properly test the System and conduct an ongoing and active program of preventive maintenance and quality control; and (ii) be able to quickly respond to customer Complaints and resolve system problems.

C. Measurement. The Licensee must install and maintain equipment necessary to measure its performance with applicable customer services standards that the Town may adopt from time to time after providing the Licensee the opportunity to comment; except that Licensee may obtain relief temporarily from this requirement if it shows that (i) it has a high level of Subscriber satisfaction; (ii) there are alternative, adequate ways to review its performance; or (iii) for other good cause shown.

D. Trained Staff. Knowledgeable, qualified representatives shall be available to respond to customer telephone inquiries, in, at a minimum, English and Spanish languages. Any automated answering equipment will provide at least English and Spanish-language alternatives. When a customer speaking Spanish schedules Service calls, Licensee shall offer to have the Service call made by a person speaking Spanish.

Section ___-38. Subscriber Privacy.

A Licensee shall at all times protect the privacy of all Subscribers to the full extent required by §631 of the Cable Act, 47 U.S.C. §551 and applicable Law. The Licensee shall comply with all applicable Law regarding collecting, storing and disseminating of individual Subscriber information, and shall operate the System in a manner that protects against invasions of any person's privacy and protects the privacy of data services and data signals distributed over the System.

Section ___-39. Discrimination Prohibited.

A. A Licensee shall not deny Service nor discriminate in its rates or charges or in the availability of the Cable Service or facilities of its System, or in any other respect, or make or grant undue preferences or advantages to any Subscriber, potential Subscriber, or group of Subscribers or potential Subscribers, nor subject any such Persons or group of Persons to any undue prejudice or any disadvantage. A Licensee shall not deny, delay, or otherwise burden Cable Service or discriminate against Subscribers or users on the basis of age, race, creed, religion, color, sex, sexual orientation, handicap, national origin, marital status, or political affiliation, except for discounts for senior citizens, the economically disadvantaged, or handicapped that are applied in a uniform and consistent manner. A Licensee may also offer promotional discounts to Subscribers and bulk discounts to multiple dwelling buildings and property owners' associations to the extent such discounts are otherwise permissible by Law.

B. Redlining and Discrimination Prohibited. A Licensee shall not deny Cable Service, offer a different number of channels, offer different or advanced Cable Services, or charge different rates to any Subscribers or potential Subscribers because of the household income of the residents of the local area in which such Subscribers reside, or because of the age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation of the Subscribers or potential Subscribers .

C. . The Licensee shall comply with applicable Law governing equal employment opportunities, as the same may be from time to time amended.

Section ___-40. Continuation of Service Mandatory.

A. It is the right of all Subscribers obtaining Cable Service legally to receive all available Services requested from the Licensee as long as their financial and other obligations to the Licensee are satisfied in accordance with this Article.

B. In the event of a termination of a License for whatever reason, the Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service regardless of the circumstances. The Licensee shall cooperate with the Town to continue the operation of the System for a period following termination as necessary to maintain continuity of Service to all Subscribers. The period shall not exceed six (6) months without the Licensee's written consent. During such period, the Cable System shall be operated under such terms and conditions as the Town and the Licensee may agree, or such other terms and conditions that will continue, to the extent possible, the same level of Service to Subscribers and that will provide reasonable compensation to the cable operator.

C. In the event a Licensee fails to operate the System for seven (7) consecutive days without prior approval of the Town or without just cause, the Town may, at its option, operate the System or designate another Person to operate the System until such time as the Licensee restores Service under conditions acceptable to the Town or until a permanent new Licensee is selected. If the Town is required to fulfill this obligation for the Licensee, the Licensee shall reimburse the Town for all costs or damages resulting from the Licensee's failure to perform that are in excess of the revenues from the System received by the Town. Additionally, the Licensee will cooperate with the Town to allow Town employees and/or Town agents free access to the Licensees' facilities and premises for purposes of continuing System operations as described herein.

Section ___-41. Rates.

A. Nothing in this Article shall prohibit the Town from regulating rates for Cable Services to the full extent permitted by applicable Law.

B. Any rate or charge established for Cable Service, equipment, repair, and installation shall comply with applicable Law. Upon written request from the Town or its agent, the Licensee shall provide all requested data, records, and documentation to show the compliance of the rates with applicable Law. Where such information is designated proprietary and confidential, it shall not be copied or removed or otherwise subject to public inspection, to the extent the Town is permitted to protect such information from public inspection under applicable Law.

Section ___-42. Exclusive Contracts.

A License shall not require a Subscriber, property owner, or property manager to enter into an exclusive contract as a condition of obtaining or continuing Cable Service. Notwithstanding this Section, a Licensee may enter into an exclusive contract with a Subscriber, property owner, or property manager, provided such contract is mutually desired and not prohibited under applicable Law.

Section ___-43. Disaster Recovery Planning.

A. Disaster Recovery. Each Licensee shall develop a Hurricane Preparedness Plan (“HPP”) to address disasters that result in a major Service Interruption. A Licensee shall undertake diligent efforts, including but not limited to, allocating employees and equipment from other areas, having employees work overtime, and hiring contractors, to restore service as promptly as possible to affected Subscribers. A Licensee shall use diligent efforts to restore

service within a reasonable time after electric service is restored to affected plant and Subscribers. The HPP shall at a minimum contain procedures to provide for maintenance of service to Licensee's headend including at least twenty-four (24) hour backup power supply and shall contain procedures to restore service in the field in the event of disaster as quickly as possible.

B. Each Licensee as of the effective date of this Article shall provide the HPP to the Town within ninety (90) days of the passage of this Article. If a Licensee updates or revises the HPP, Licensee shall submit the revised HPP to the Town.

Section ___-44. Certification of Compliance.

The Licensee shall certify in writing to the Town on February 1 and August 1 of each year that, based upon internal due diligence by the Licensee and to the best of the Licensee's knowledge, it is in substantial compliance with the consumer protection standards set forth in this Article. At the request of the Town, the Licensee shall submit such documentation as may be required to demonstrate the Licensee's compliance with this Article. This documentation shall be submitted within forty-five (45) days of the Licensee's receipt of the Town's request.

Section ___-45. Administration of Consumer Protection Standards.

A. Town Manager Authority. The Town Manager or his or her designee (when used herein "Town Manager" shall mean the Town Manager or his or her designee) shall have the responsibility for the administration of the Consumer Protection Standards contained in this Article. Such responsibility shall include the resolution of all Complaints against a Licensee

regarding the quality of Cable Service, billing matters, equipment malfunctions, and all other customer matters. The Town Manager's authority includes the authority to order refunds or fines. The Town Manager may settle or compromise any controversy arising from operations of the Licensee, either on behalf of the Town, the Licensee, or any Subscriber, in accordance with the best interests of the public.

B. Notice of Decision. Any decision made by the Town Manager shall be provided to the Licensee in writing. The Licensee shall have (10) ten days from receipt of such written decision to respond in writing to such decision.

C. Authority to Require Service. In cases where requests for Service have been ignored or where the Service provided is unsatisfactory for any reason, the Town Manager shall have the power to require the Licensee to provide Service if in the opinion of the Town Manager, such request for Service is reasonable.

D. Appeal of Town Manager's Decision. Any Person aggrieved by a decision of the Town Manager, including the Licensee, may appeal the matter to the Town Council. The aggrieved Person shall have ten (10) days from receiving the written decision of the Town Manager to file a written appeal to the Town Council. No interest or late charge shall accrue during the pendency of such appeal. The Town Council may accept, reject, or modify the decision of the Town Manager, based upon a review of the information provided. No adjustment, settlement, or compromise, whether instituted by the Town Manager or by the Town Council, shall be contrary to the provisions of this Article or any License Agreement issued pursuant to this Article, and neither the Town Manager nor the Town Council, in the adjustment, settlement, or compromise of any controversy, shall have the right or authority to add to, modify, or delete any provision of this Article or of the License Agreement, or to interfere with any rights of

Subscribers or any Licensee under applicable Law or private contract. Any Person aggrieved by a decision of the Town Council may appeal the matter to a court of competent jurisdiction.

Section ___-46. Enforcement of Consumer Protection Standards.

Nothing herein shall prevent the Town from taking action to protect the health, safety or welfare of the public or to prevent eminent danger of damage to property. Enforcement of the consumer protection standards contained herein shall be governed by the following:

A. In addition to the powers delegated in Section ___-45 above, the Town Manager shall have the authority to order refunds from a Licensee to individual Subscribers who have submitted a written Complaint to the Town and to assess fines against a Licensee for any violation of this Article or any License, which fines will be paid to the Town.

B. Refunds. In ordering refunds to Subscribers, the Town Manager shall be governed by the schedule set out below in which the refund indicated is expressed as a percentage of the Subscriber’s monthly bill. The refunds listed are to be made on a per violation basis with each day of a continuing violation constituting a separate violation. The refund ordered by the Town Manager pursuant to this division shall not exceed 100% of a Subscriber’s monthly bill, unless a violation has continued at least thirty (30) days.

SCHEDULE OF REFUNDS TO SUBSCRIBERS	
Single violation of:	Maximum Refund (Percent of Subscriber’s monthly bill)
Failure to Provide a Local Business Office -- Section ___-28	10%
Failure to Satisfy Telephone Standards -- Section ___-29	10%
All Other Consumer Protection Standards, Including Repair and Installation	50%

C. Fines. In assessing fines against a Licensee for violation of the Consumer Protection Standards, the Town Manager may assess a fine up to \$250 per violation. Fines are to be assessed on a per violation basis with each day of a continuing violation constituting a separate violation, or each occurrence of a violation constituting a separate violation, whichever is appropriate given the nature of the violation. The fines shall accrue on the first business day after the thirty (30) day cure period has terminated.

D. Notice and Opportunity to Cure. Prior to ordering a refund or assessing a fine, the Town Manager shall provide the Licensee with notice of the Town's intention to assess a refund and/or fine, which notice shall contain a description of the alleged violation. Following receipt of such notice, the Licensee shall cure or commence to cure such violation. Final cure of a violation shall toll the accrual of assessed fines and refunds. Where a specific consumer protection provision does not contain a specific amount of time for a Licensee to cure a violation or provide a satisfactory plan to cure the violation, the Licensee shall have thirty (30) calendar days from the date of receipt of the written notice to file a written response with the Town Manager. The Town and the Licensee shall make good faith reasonable efforts to resolve the dispute in question. A management level employee of the Licensee shall sign the Licensee's written response and all statements contained therein will be regarded as material representations to the Town.

E. Prior to ordering a refund and/or assessing a fine, the Town Manager shall consider any justification or mitigating factor advanced in the Licensee's written response, including but not limited to rebates or credits to the Subscriber or the Licensee's good faith efforts to cure the violation. The Town Manager may, after consideration of the response of the Licensee, waive or reduce any proposed refund or fine. In the case of a violation of this Article or any License, the Town Manager may not assess any fine if the Licensee has reasonably

resolved the Complaint, cured the violation or provided a satisfactory plan to cure the violation within a reasonable time frame not to exceed ten (10) days. Such time period may be extended for good cause shown. However, an affected Subscriber may be entitled to a credit or refund as provided herein. It is the intent of the Town to determine refunds and/or fines as a reasonable estimate of the damages suffered by the Town and/or the Subscribers.

F. Subsequent to the notice of proposed refund and/or fine to Licensee and consideration of the Licensee's response, if any, the Town Manager may issue an assessment of refund or fine. The refund and/or fine shall be paid within thirty (30) days of written notice to the Licensee. The Town may enforce payment of the refund or fine in any court having jurisdiction or by drawing down any security fund submitted by the Licensee.

Section ___-47-48. Reserved.

ARTICLE IV -- SPECIAL RULES REGARDING OPEN VIDEO SYSTEMS

Section ___-49. Written Applications.

A written Application shall be filed with the Town for grant of an Initial OVS License; Renewal of an OVS License; or for a Transfer.

A. Applying for an Initial Open Video System License.

(1) Any Person may file an Application for an Open Video System License on its own initiative, or in response to a request for proposals.

(2) To be accepted for filing, an original and five (5) copies of a complete Application must be submitted to the Town. All Applications shall be available for public inspection.

(3) Every Application shall be accompanied by a nonrefundable fee in the amounts established herein.

(4) An Applicant that is awarded a License shall pay to the Town a sum of money sufficient to reimburse it for all expenses incurred by it in connection with the granting of a License pursuant to the provisions of this Article. Such payment shall be made within thirty (30) calendar days after the Town furnishes the Licensee with a written statement of such expenses.

B. Contents of Application for An Initial or Renewal License. An Application for an Initial or Renewal Open Video System License must contain the following information, and such information as the Town may from time to time require.

(1) Identity of the Applicant; the Persons who exercise working control over the Applicant and the Persons who control those Persons, to the ultimate parent;

- (2) A proposal for construction of the Open Video System that sets forth at least the following:
- a. A description of the Services that are to be provided over the OVS.
 - b. The location of proposed facility and facility design, including a description of the miles of plant to be installed, where it is to be located, and the size of facilities and equipment that will be located in the Public Rights-of-Way.
 - c. Identification of the area of the Town to be served by the proposed System, including a description of the proposed License Area's boundaries.
- (3) A description of the manner in which the System will be installed, and the time required to construct the OVS, and the expected effect on usage of the Public Rights-of-Way, including information on the ability of the Public Rights-of-Way to accommodate the proposed System, including, as appropriate given the System proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities.
- (4) A description, where appropriate, of how Services will be converted from existing facilities to new facilities, and what will be done with existing facilities.
- (5) Proof in the form of financial statements, attested to by a certified public accountant, that the Applicant has the financial resources to complete the proposed project, and to construct, operate and repair the proposed facility over the term of the License. It is not the intent of the Town to require an Applicant to prove that the Services it proposed to offer will succeed in the marketplace.
- (6) Proof that Applicant is technically qualified to construct, operate and maintain the proposed System. At a minimum, the Applicant must show that it has experience or

resources to ensure that work is to be performed adequately, and can respond to emergencies during and after construction is complete.

(7) Proof that the Applicant is legally qualified, which proof shall include that the Applicant:

(a) Has received, or is in a position to receive, necessary authorizations from state and federal authorities;

(b) Has not engaged in conduct (fraud, racketeering, violation of antitrust, consumer protection or similar laws) that allows the Town to conclude the Applicant cannot be relied upon to comply with requirements of a License, or provisions of this Article;

(c) Is not a convicted vendor thirty-six (36) months or fewer prior to the date of the Application pursuant to Chapter 287, Florida Statutes, or was removed from the convicted vendor list pursuant to Section 287.133, Florida Statutes;

(d) Is willing to enter into a License, to pay required compensation and to abide by the provisions of applicable Law, including those relating to the construction, operation or maintenance of its facilities and has not entered into any agreement that would prevent it from doing so;

(e) Does not hold a Cable License and does not have a pending Application for an Initial or Renewal Cable License;

(f) Did not have a request for an initial or renewal OVS License denied within 36 months of the Application (or, where Applicant challenged the denial, Applicant must show more than 36 months has passed since the final adjudication of that challenge); and

(g) Did not have a request for an initial or renewal Cable System License denied based upon past performance, or because Applicant failed to propose a License that reasonably met the cable-related needs and interests of the community, in light of the costs thereof within 36 months of the Application (or, where Applicant challenged the denial, Applicant must show more than 36 months has passed since the final adjudication of that challenge).

(8) Additional Information Regarding Affiliates. To the extent that the Applicant is in any respect relying on the financial or technical resources of another Person, including an Affiliate, the proofs required by this Section should be provided for that Person.

C. Applications for Transfer. An Application for a Transfer of a License must contain the same information required in this Section as to the transferee, except that, if the transferor submitted a License Application pursuant to this Article, to the extent information provided by the transferor remains accurate, the transferee may simply cross-reference the earlier Application.

D. Town Review of Applications. The Town may request such additional information as it finds necessary, and require such modifications to the Application as may be necessary in the exercise of the Town's authority over Open Video Systems. Once the information required by the Town has been provided, the Town shall promptly review the Application and the Town Council shall grant the Application if it finds the following:

(1) The Applicant has the qualifications to construct, operate and maintain the System proposed in conformity with applicable Law. The Town shall provide a reasonable opportunity to an Applicant to show that it would be inappropriate to deny it a License on the grounds that it is not legally qualified, by virtue of the particular circumstances

surrounding the matter and the steps taken by the applicant to cure all harms flowing there from and prevent their recurrence, the lack of involvement of the Applicant's principals, or the remoteness of the matter from the operation of an Open Video System. An Application for a License Area shall not be granted if the Applicant has no plans to construct a System within the entire area for which the License is sought.

(2) The Applicant accepts the modifications required by the Town to its proposed System, to the extent applicable Law does not prohibit such modifications.

(3) The Applicant is willing to enter into a License Agreement that the Town determines complies with the requirements of this Article and applicable Law.

(4) Whether issuance of a License is in the public interest considering the immediate and future effect on the Public Rights-of-Way and private property that would be used by the Open Video System, including the extent to which installation or maintenance as planned would require replacement of property or involve disruption of property, public services, or use of the Public Rights-of-Way; and the comparative superiority or inferiority of competing applications.

E. In the case of a Transfer, the Town must also determine that:

(1) There will be no adverse effect on the public interest or the Town's interest in the License;

(2) Transferee agrees to be bound by all the conditions of the License and to assume all the obligations of its predecessor; and

(3) Any outstanding compliance and compensation issues are resolved or preserved to the satisfaction of the Town.

F. The Town shall not award an Applicant a License if the Applicant files, or in the previous three (3) years, filed materially misleading information in a License Application; or intentionally withheld information that the Applicant lawfully is required to provide.

Section ___-50. Minimum OVS Requirements for Public, Educational and Government Use of System.

A. A License Agreement for an Open Video System Licensee may provide that the OVS Licensee shall pay to the Town, at a time directed by the Town, an amount equal to the highest amount contributed by a Cable Licensee under its License for and in support of public, educational and government use (including use of the System for an Institutional Network) of its Cable System.

B. To the extent that a Cable Licensee is providing other in-kind support, whether in the form of facilities, equipment, or Services, a License Agreement for an OVS may contain the equivalent support within a time and in a manner directed by the Town, or provide a cash equivalent acceptable to the Town.

C. In applying this Section, the Town shall ensure that the obligations borne by the Open Video System operator in a License Agreement are no greater or lesser than the obligation imposed upon Cable Licensees, taken as a whole, as the Town determines will provide the greatest benefits to the community.

D. The Town may increase the support required under this Section or specified in a License Agreement with an Open Video System operator as the support that Cable Licensees are required to provide increases.

Section ___-51. Reserved.

ARTICLE V -- ADMINISTRATION AND ENFORCEMENT

Section ___-52. Administration and Appeals.

A. The Town Manager, either directly or through his or her designee, shall have the responsibility for overseeing the day-to-day administration of this Article and License Agreements. The Town Manager and Town Attorney shall be empowered to take all administrative actions on behalf of the Town, except for those actions specified in this Article that are reserved to the Town Council. The Town Manager and Town Attorney may recommend that the Town Council take certain actions with respect to a Licensee. The Town Manager shall keep the Town Council apprised of developments in Cable Systems and provide the Town Council with assistance, advice, and recommendations as appropriate.

B. Subject to applicable Law, the Town Council shall have the sole authority to grant a License, authorize the entering into of a License Agreement, modify a License Agreement, renew or deny renewal of a License, revoke a License, and approve the Transfer of a License.

Section ___-53. Performance Evaluations.

The Town may conduct periodic performance evaluations of a Licensee as the Town determines to be necessary. A Licensee shall cooperate with these evaluations reasonably and in good faith.

Section ___-54. Notices.

All written notices required by this Article between the Town and a Licensee shall be delivered via hand delivery via overnight courier, or certified mail. Notice to the Licensee shall be deemed effective upon receipt. Notice to the Town shall be effective upon receipt by the Town Manager and the Mayor.

Section ___-55. Force Majeure.

In the event a Licensee's performance of or compliance with any of the provisions of this Article or a License Agreement is prevented by a cause or event not within the Licensee's control, such inability to perform or comply shall be deemed excused and no fines shall be imposed as a result thereof, provided, however, that the Licensee uses all practicable means to cure or correct expeditiously any such inability to perform or comply. For purposes of this Article and any License Agreement, causes or events not within a Licensee's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within the Licensee's control, and thus not falling within this Section, shall include, without limitation, the Licensee's financial inability to perform or comply, a reasonable amount of time after a power outage is restored, economic hardship, and misfeasance, malfeasance, or nonfeasance by any of the Licensee's directors, officers, employees, contractors, or agents.

Section ___-56. Enforcement and Penalties.

A. False Complaints Against Licensees. It shall be a violation of this Article to intentionally file a false Complaint with the Town against a Licensee. The Town may fine any Person who intentionally files a false Complaint against a Licensee in the amount of Fifty Dollars (\$50) for the first violation and One-Hundred Dollars (\$100) for each subsequent violation. The Town may pursue further penalties pursuant to the Town Code.

B. Intentional misrepresentation by a Licensee in any response to a notice of violation or notice of proposed refund or fine, or to the Town's request for other information shall be grounds for License revocation or other action by the Town.

C. Effect of Violations on License Agreement. To the extent consistent with applicable Law, the Town expressly reserves the right to consider violations of consumer protection standards or submitting any false information in evaluating any Application for renewal, modification, or Transfer of any License Agreement.

D. Enforcement.

(1) In addition to any other remedies available at Law or equity or provided in this Article, or in any License Agreement, the Town may impose a fine in the amount of \$250 per violation of this Article with each day of a continuing violation constituting a separate violation of this Article.

(2) Before imposing a fine pursuant to this Section, the Town shall give the Licensee written notice of the violation and its intention to assess such fine, which notice shall contain a description of the alleged violation. Whenever practicable, the Licensee shall have thirty (30) calendar days after notice to cure the violation and the Town shall make good faith reasonable efforts to assist the Licensee in resolving the violation. If the violation is not cured or a satisfactory plan had not been provided within that thirty (30) day period, the Town may collect all fines owed, beginning with the first business day after the cure period as determined by the Town has terminated, either by removing such amount from the security fund or through any other means allowed by Law.

(3) In addition to any other remedies available at Law or equity or provided in this Article or in any License Agreement, the Town may apply any one or combination of the following remedies in the event a Licensee materially violates this Article, its License Agreement, or applicable Law:

(a) If after thirty (30) days notice of a violation, a Licensee has failed to cure such violation or taken such steps as may be reasonably possible to cure in the

time period, the Town may revoke a License by vote of the Town Council at a public hearing of which Licensee has been given thirty (30) days notice and at which Licensee has a right to be heard pursuant to the procedures specified in this Article.

(b) In addition to or in lieu of any other remedy, the Town may seek legal or equitable relief from any court of competent jurisdiction.

(4) In determining which remedy or remedies are appropriate, the Town shall take into consideration the nature of the violation, the Persons bearing the impact of the violation and the effect of such violation, the nature of the remedy required to prevent further violations, and such other matters as the Town determines are appropriate to the public interest.

(5) Failure of the Town to enforce any requirements of a License Agreement or this Article shall not constitute a waiver of the Town's rights under a License Agreement or this Article, and shall not constitute a waiver of the Town's right under a License Agreement or this Article to pursue remedies with respect to a violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(6) In any proceeding wherein there exists an issue with respect to a Licensee's performance of its obligations pursuant to this Article or a License Agreement, the Licensee has, throughout any such proceedings and appeals thereof, the burden of proving that said Licensee is in compliance with the terms of this Article or a License Agreement. The Town Council may find a Licensee that does not demonstrate compliance with the terms and conditions of this Article in default and apply any one or combination of the remedies otherwise authorized by this Article.

(7) Nothing in this Article shall affect or limit the remedies the Town has available under applicable Law.

Section ___-57. Removal of Facilities.

A. In the event the use of any part of a Cable System or OVS is discontinued for any reason for a continuous period of 12 months, or in the event such System or facilities have been installed in any Public Rights-of-Way without complying with the requirements of this Article or a License Agreement, or the License has been terminated, canceled, or expired, the Licensee, within thirty (30) days after written notice by the Town, shall commence removal from the Public Rights-of-Way of all such facilities as the Town may require.

B. The Town may extend the time for the removal of Licensee's equipment and facilities for a period not to exceed 180 days, and thereafter such equipment and facilities may be deemed abandoned.

C. In the event of such removal or abandonment, the Licensee shall restore the area to at least as good a condition as prior to such removal or abandonment.

Section ___-58. Municipal Cable System Ownership and Acquisition.

A. If a Renewal of a License is denied and the Town acquires ownership of a Cable System or requires a Transfer of ownership of the Cable System or OVS to another Person, any such acquisition or Transfer shall be:

(1) At Fair Market Value, determined on the basis of the Cable System valued as a going concern but with no value allocated to the License. Factors to be considered in determining the Fair Market Value include, but are not limited to, System cash flow, existing and potential good will, and existing arrangements with programmers and Subscribers; or

(2) At a price determined in accordance with the License Agreement if such License Agreement contains provisions applicable to such an acquisition or Transfer.

B. If a License is revoked for cause and the Town acquires ownership of the Cable System or OVS or requires a Transfer of ownership to another Person, any such acquisition or Transfer shall be:

(1) At an Equitable Price. Factors to be considered in determining equitable price include, but are not limited to, damages to the Town resulting from the Licensee's breach of the License; or

(2) In the case of any License existing on the effective date of this Article, at a price determined in accordance with the License Agreement if such License Agreement contains provisions applicable to such an acquisition or Transfer.

C. Nothing in this Section shall prevent the price of the Cable System (whether Fair Market Value or Equitable Price) from being affected by related matters subject to local control.

Section 3. **Repeal of Conflicting Provisions.** All provisions of the Code of Miami-Dade County as made applicable to the Town by Article VIII, Section 8.3 of the Town Charter, which are in conflict with this Ordinance are hereby repealed.

Section 4. **Savings.** All fees and other dollar amounts owed to the Town under any contract, Agreement, or other provisions of the Town Code as of the effective date of this Ordinance, whether known or unknown, shall not be affected by the adoption of this Ordinance and the Town expressly reserves its rights with respect to such amounts.

Section 5. **Severability.** It is declared to be the intent of Town Council of the Town of Miami Lakes, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of the this Ordinance shall be construed as not

having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

Section 6. **Inclusion in Code.** It is the intent of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Miami Lakes Code, and that the sections of this Ordinance may be renumbered or re-lettered and the word “Ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. Effective Date. That this Ordinance shall become effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember Nancy Simon, who moved its adoption on first reading with conditions. The motion was seconded by Councilmember Mary Collins and upon being put to a vote; the vote was as follows:

Mayor Wayne Slaton	yes
Vice Mayor Mary Collins	yes
Councilmember Roberto Alonso	yes
Councilmember Robert Meador	yes
Councilmember Michael Pizzi	yes
Councilmember Richard Pulido	yes
Councilmember Nancy Simon	yes

PASSED AND ADOPTED on first reading this 13th day of February 2007.

The foregoing Ordinance was offered by Councilmember Nancy Simon, who moved and seconded by Robert Meador.


Mayor Wayne Slaton	yes
Vice Mayor Mary Collins	yes
Councilmember Roberto Alonso	absent
Councilmember Robert Meador	yes
Councilmember Michael Pizzi	yes
Councilmember Richard Pulido	yes
Councilmember Nancy Simon	yes


PASSED AND ADOPTED on second reading this 10th day of April, 2007.



Wayne Slaton, Mayor

ATTEST:


DEBRA EASTMAN, MMC TOWN CLERK
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR USE ONLY BY THE
TOWN OF MIAMI LAKES:


WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.
TOWN ATTORNEY