

ORDINANCE 2024-23

**AN ORDINANCE TO AMEND CHAPTER 5, BUSINESS REGULATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF IRONDALE, ALABAMA
AND TO GRANT A FRANCHISE AGREEMENT TO SPECTRUM
SOUTHEAST, LLC**

BE IT ORDAINED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled with a quorum present, as follows:

Section 1. **AMENDMENT TO CHAPTER 5, BUSINESS REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF IRONDALE, ALABAMA.** Chapter 5, Business Regulations, of the *Municipal Code of the City of Irondale, Alabama* is hereby amended to add “Article XII. – Franchises” as follows:

Chapter 5 – Business Regulations

Article XII. Franchises

Section 5-300. – Franchise: SPECTRUM SOUTHEAST, LLC, a foreign limited liability company, locally known as CHARTER COMMUNICATIONS

(a) **Definitions.** The words “the City” as used herein mean the City of Irondale in the State of Alabama, as it is now constituted and as it may hereafter be extended or enlarged. The words “Franchisee” as used in this division shall mean Spectrum Southeast, LLC.

(b) **Franchise Granted; Term.** There is hereby granted to SPECTRUM SOUTHEAST, LLC, locally known as CHARTER COMMUNICATIONS, the non-exclusive and limited authority to construct, maintain, and operate cable system in, over, under, across, and through the public rights-of-way in the City of Irondale and any future additions thereto. The grant of this non-exclusive franchise is for the use by the Franchisee for the purpose of providing cable services, within the City of Irondale. Franchisee is permitted to operate a cable system as defined by the Cable Communications Policy Act of 1984 (47 USCA §521 et seq., as amended).

This franchise is granted to SPECTRUM SOUTHEAST, LLC a foreign limited liability company, locally known as CHARTER COMMUNICATIONS for an initial term of ten (10) years, unless such franchise is lawfully revoked or terminated as provided in the Franchise Agreement between the City, and may be renewed thereafter upon mutual agreement of the Franchisee and the City, provided that statutory authority exists for the City of Irondale to

renew this franchise. This franchise shall take effect on the later of the date of publication of the franchise ordinance authorizing the franchise or the date of execution of the franchise agreement by all parties thereto.

(c) **Limitations of Franchise.**

(1) **Non-Exclusive Franchise Granted Herein.** Nothing in this Section shall be construed as granting to the Franchisee an exclusive franchise for the purpose set forth in this Section. Identical or similar franchises may be granted by the City to more than one person or entity, within all or any portion of the City.

(2) **Subject to exercise of the City's police power.** The Franchisee shall, at all times during the life of the franchise, be subject to the lawful exercise of the City's police power, and must strictly adhere to the City's laws, ordinances and such reasonable regulations as the City Council may subsequently promulgate thereunder. The City reserves the right to make reasonable rules, regulations and restrictions for the protection of persons using the streets, avenues, alley and/or other public places in the City from injury.

(3) **Prior lawful occupancy of the streets.** Any privileges prescribed by this Section shall be subordinate to any prior lawful occupancy of the City's right-of-ways.

(d) **Franchise Terms.** The specific terms of this franchise shall be set forth in a separate franchise agreement to be executed between the City and the Franchisee.

(e) **Execution of a Franchise Agreement with Franchisee.** The granting of this franchise is contingent upon the execution by Franchisee of a franchise agreement with the City for a fiber-based communications system. The Mayor is hereby authorized to execute a Franchise Agreement with Franchisee in substantially the form attached hereto as Exhibit A.

Section 2. AMENDMENT TO ORDINANCE 2022-08 PREVIOUSLY ADOPTED. The provisions of Ordinance 2022-08 are hereby renumbered as Section 5-301 in the *Municipal Code of the City of Irondale, Alabama* as follows:

Chapter 5 – Business Regulations

Article XII. Franchises

Section 5-301. – Franchise: TELEPAK NETWORKS, INC., a Mississippi corporation, individually and through its wholly owned subsidiary, TEKLINKS, INC., a Delaware corporation, both doing business as C SPIRE BUSINESS

(a) **Definitions.** The words “the City” as used herein mean the City of Irondale in the State of Alabama, as it is now constituted and as it may hereafter be extended or enlarged. The words “Franchisee” as used in this division shall mean **TELEPAK NETWORKS, INC.**, a Mississippi corporation, individually and through its wholly owned subsidiary, **TEKLINKS, INC.**, a Delaware corporation, both doing business as **C SPIRE BUSINESS**.

(b) **Franchise Granted; Term.** There is hereby granted to **TELEPAK NETWORKS, INC.**, a Mississippi corporation, individually and through its wholly owned subsidiary, **TEKLINKS, INC.**, a Delaware corporation, both doing business as **C SPIRE BUSINESS**, the non-exclusive and limited authority to construct, maintain, and operate a fiber-based communications system in, over, under, across, and through the public rights-of-way in the City of Irondale and any future additions thereto. The grant of this non-exclusive franchise is for the use by the Franchisee for the purpose of providing telecommunication and communications services, including dark fiber, within the City of Irondale as a "competitive access provider" which directly connects customers within the franchise area with other businesses, local area networks, a local exchange carrier and interexchange carriers and for such other services, including local exchange and enhanced services, as may be authorized by the Alabama Public Service Commission or federal law, other than cable services as defined below. Franchisee shall not provide services directly regulated by the Alabama Public Service Commission (PSC) unless authorized by the PSC. Franchisee is permitted to operate a telecommunications system as defined by the Telecommunications Act of 1996. Franchisee shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521 et seq., as amended) without first having obtained a separate cable franchise with the City.

This franchise is granted to **TELEPAK NETWORKS, INC.**, a Mississippi corporation, individually and through its wholly owned subsidiary, **TEKLINKS, INC.**, a Delaware corporation, both doing business as **C SPIRE BUSINESS** for an initial term of ten (10) years, unless such franchise is lawfully revoked or terminated as provided in the Franchise Agreement between the City, and may be renewed thereafter upon mutual agreement of the Franchisee and the City, provided that statutory authority exists for the City of Irondale to renew this franchise. This franchise shall take effect on the later of the date of publication of the franchise ordinance authorizing the franchise or the date of execution of the franchise agreement by all parties thereto.

(c) **Limitations of Franchise.**

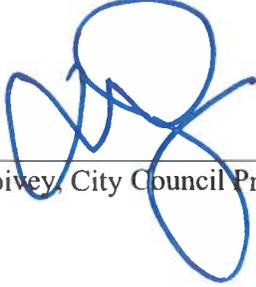
- (1) **Non-Exclusive Franchise Granted Herein.** Nothing in this Section shall be construed as granting to the Franchisee an exclusive franchise for the purpose set forth in this Section. Identical or similar franchises may be granted by the City to more than one person or entity, within all or any portion of the City.
- (2) **Subject to exercise of the City's police power.** The Franchisee shall, at all times during the life of the franchise, be subject to the lawful exercise of the City's police power, and must strictly adhere to the City's laws, ordinances and such reasonable regulations as the City Council may subsequently promulgate thereunder. The City reserves the right to make reasonable rules, regulations and restrictions for the protection of persons using the streets, avenues, alley and/or other public places in the City from injury.
- (3) **Prior lawful occupancy of the streets.** Any privileges prescribed by this Section shall be subordinate to any prior lawful occupancy of the City's right-of-ways.
- (d) **Franchise Terms.** The specific terms of this franchise shall be set forth in a separate franchise agreement to be executed between the City and the Franchisee.

Section 3. LEGAL RIGHTS NOT IMPAIRED. That nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Irondale hereby declares that it would have passed this Ordinance, and each section, subsection, clauses and phrases thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional. Any provision found herein to be in direct contravention with state law or federal law either presently existing or enacted after the date of passage of this Ordinance shall be superseded by such law and rendered unenforceable without effect to those provisions found herein that are no in contravention with state and/or federal law.

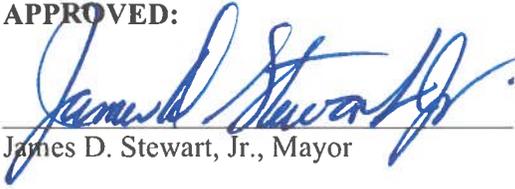
Section 5. EFFECTIVE DATE/PUBLICATION AND COSTS THEREFOR. This Ordinance will become effective upon publication. This Ordinance shall be published by the City in accordance with the applicable provisions of Section 11-45-8 of the *Code of Alabama* (1975). All costs of publication shall be paid by the Franchisee.

ADOPTED: This 6th day of November, 2024.



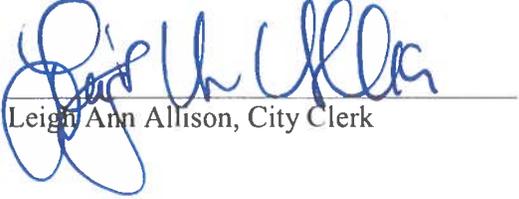
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

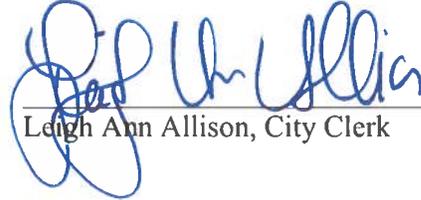
ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 6, 2024, as same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit A

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Irondale, Alabama hereinafter referred to as the "Grantor" and Spectrum Southeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee." This Franchise consolidates the non-exclusive franchises held by Bright House Networks, LLC and Marcus Cable of Alabama, LLC.

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the Federal Communications Commission. Cable Channel as defined herein shall be the definition as set forth in 47 U.S.C. § 522(4).
- d. "City" means Irondale, Alabama, a municipal corporation in the State of Alabama.
- e. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- f. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- g. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

- h. "Normal Business Hours" means those hours during which most similar businesses in the City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
 - i. "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
 - j. "Service Area" or "Franchise Area" shall mean the entire geographic boundaries of the Grantor.
 - k. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
 - l. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.
2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 17. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. Use of the Streets and Dedicated Easements.

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace, enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code, and as further provided in Exhibit 1 to this Agreement.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and

subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 14 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. **Consumer Protection and Service Standards.** The Grantee shall comply with all applicable federal regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise, which for the parties' convenience are set forth below as they exist on the Effective Date.

a. Cable System office hours and telephone availability.

i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

- iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.
- i. Standard Installations will be performed within seven (7) business days after an order has been placed. “Standard Installations” are those that are located up to one hundred twenty-five (125) feet from the connection point of the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on “Service Interruptions” promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The “appointment window” alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at a maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee’s representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- c. Communications between Grantee and Subscribers.
- i. Notifications to Subscribers:
 - (1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request.
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscriptions to programming and other Services;
 - (c) Installation and Service maintenance policies;

- (d) Instructions on how to use the Cable Service;
 - (e) Channel positions of programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the nearest customer service center.
- (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by 47 C.F.R. § 76.1602.
- (3) In addition to the requirement of subparagraph (2) of this Section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the Grantor before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal location and not whether that signal may be multiplexed.
- (4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
- (5) Notwithstanding any other provisions of this section, Grantee shall not be required to provide prior written notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Grantee and the Subscriber.

ii. Billing:

- (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly

delineate all activity during the billing period, including optional charges and credits.

(2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

iii. Refunds: Refund checks will be issued promptly, but no later than either:

(1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier; or

(2) The return of the equipment supplied by Grantee if Service is terminated.

iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

8. Insurance/Indemnity.

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	\$1,000,000/occurrence C.S.L.
Umbrella Liability	\$1,000,000/occurrence C.S.L.

b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any

damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

9. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such thirty (30) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least ten (10) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor or abandon the Cable System in place.

10. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

11. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall

also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

12. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

13. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.

14. **Notices, Miscellaneous.**

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Irondale
Attn: Mayor James D. Stewart, Jr.
101 20th Street South
Irondale, AL 35210
Email: jstewart@cityofirondaleal.gov

Grantee: Charter Communications
Sr. Director, Government Affairs
151 London Parkway
Birmingham, AL 35211
Email: taylor.vice@charter.com

b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.

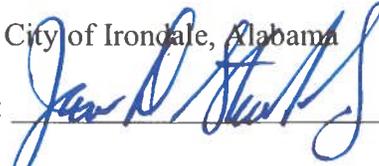
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
 - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
15. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
16. **Franchise Fee.**
- a. Grantee shall pay to the Grantor quarterly an amount equal to five percent (5%) of the Gross Revenues for such calendar quarter, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
 - b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 16 shall be reduced by an equivalent amount.
 - c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
17. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.

18. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the Franchise Fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Executed on this _____ day of November, 2024.

Grantor: City of Irondale, Alabama

Signature: _____



Name/Title: James D. Stewart Jr., Mayor

Accepted this ____ day of November, 2024, subject to applicable federal, state and local law.

Grantee: Spectrum Southeast, LLC

By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.

- a. Grantee shall comply with the construction requirements of local, state and federal laws.
- b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
- c. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply, to the extent technically feasible, with the procedures established by the Mayor or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
- d. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
- e. Grantee shall have the opportunity to meet with developers and be present at public pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments, within the City where extension of service is economically feasible at Grantee's discretion.
- f. If requested by the City, Grantee shall meet with the City within 90 days to hold an annual meeting with City to coordinate construction plans of both parties for the upcoming year.
- g. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Grantee's System construction shall at all times comply with Applicable Laws, which City agrees shall be applied on a nondiscriminatory basis. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

2. Prior Notice of Grantee's Work Affecting Others; Minimum Interference on Others.
 - a. Grantee shall use commercially reasonable efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
 - b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
3. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and a thirty (30) day opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration within thirty (30) days after its receipt of City's invoice thereof.
4. Temporary Relocation.
 - a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary or less expensive for City.
 - b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
5. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages. Grantor is aware that the communication facilities of the Grantee can and does transport emergency required communications such as phone and internet life monitoring services if a representative of the Grantor disconnects or damages the facilities of the Grantee,
6. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the City regarding the trimming of any trees on public property or in the Rights-of-Way.
7. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing

any work connected with grading, regarding or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

8. Installation records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and, upon written request of City, will make them available for viewing to City at Grantee's office or in a mutually agreed upon location.

9. Locating facilities.

- a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
- b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.

10. Relocation delays.

In cases where the City undertakes work in the Right-of-Way, the Grantee shall, upon reasonable notice from City, relocate its facilities as reasonably necessary to accommodate the City's work. The Grantee must promptly provide notice to City of any potential delay involving relocation of Grantee's facilities. If Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages attributable to the delay created by Grantee, however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party. All of Grantee's relocation work shall be done in strict compliance with the rules, regulations and ordinances of the City and any applicable state and federal laws.

11. Interference with City Facilities.

The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other systems that have been installed, maintained, used or authorized by City.

12. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable

FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.

- b. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

End of Exhibit 1 “Construction Standards”.