

ORDINANCE NO. 149

WHEREAS, the Village Board of the Village of Dorchester, has found and determined that the public necessity and convenience of the Village of Dorchester would be served by a cable communication system and,

WHEREAS, the Village Board of the Village of Dorchester has concluded, after considering various applicants, to approve the qualifications, construction programs and proposals of Nor-Com Video, Inc.

BE IT ORDAINED by the Village Board of the Village of Dorchester as follows:

SECTION 1, DEFINITIONS

A. "Cablecasting" - Programming carried on a cable system, exclusive of broadcast signals, whether originated by the cable operator or any other party.

B. "Cable Communications System;" "System." - Any system which receives and amplifies signals broadcast by one or more television under/or radio stations and which transmits programming originated by the system itself or by another party, and distributed such signals and programming by wire, cable, microwave, satellite, or other means to persons who subscribed to such service.

C. "Village." - The Village of Dorchester in its present incorporated form or as it may be changed by annexation.

D. "Board." - The local legislative body.

E. "Grantee." - The party or parties to which a franchise under this ordinance is granted by the Board, and its or their lawful successors and assigns.

F. "Gross Revenues!" - Any and all compensation, in whatever form, exchange or otherwise, derived from the provision of all cable services in the Village.

G. "Subscriber." - A recipient of cable television service.

SECTION 2. GRANT OF AUTHORITY

There is hereby granted by the franchising authority to the Grantee, the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the Village poles, wires, cables, underground conduits, manholes, and other cable conductors and fixtures necessary for the maintenance and operation in the Village of Dorchester of a Cable Communications System, to be used for the sale and distribution of cable services to the residents of the Village. Said broadband cable services

shall include, but shall not be limited to, the carriage of television and radio signals and any cablecasting programming.

The Grantee shall, at all times during the operation of this franchise, be subject to all lawful exercise of the police power as may be hereafter provided by the franchising authority.

SECTION 3. FRANCHISE TERRITORY

The franchise is for the present territorial limits of the Village of Dorchester and for any area henceforth added thereto during the term of this franchise.

Cable service shall be made available to the entire franchise area in accordance with the construction timetable contained in Section 5 of this ordinance.

SECTION 4. DURATION OF FRANCHISE: RENEWAL

The duration of the rights, privileges and authorizations hereby granted shall be fifteen (15) years from the date the franchise is awarded.

This franchise may be renewed or extended by the franchising authority, upon application of the Grantee, in accordance with the then existing rules of the FCC and applicable law. Renewal or extension of the franchise shall be considered in a full public proceeding affording due process, during which the performance of the Grantee, and the adequacy of the franchise ordinance will be reviewed. Nothing in this provision shall be construed to require such renewal or extension.

SECTION 5. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

Within 30 days of the date of the award of this franchise, the Grantee must undertake the necessary steps to secure authorization to operate from the appropriate governmental agencies regulating cable service. If authorization to operate is not received within twelve months of the date of franchise, the franchise may be cancelled at the option of the Village. The Grantee shall begin construction immediately upon receiving said authorization, and shall provide cable service to at least 50% of the franchise area per year until completion.

SECTION 6. TRANSFER OF CONTROL

No transfer of control of the cable system shall take place, whether by forced or voluntary sale, lease, mortgage, assignment, encumbrance, or any other form of disposition, without prior notice to and approval by the Village Board.

SECTION 7. RATES

The maximum initial rate which may be charged by the Grantee to subscribers shall be as follows:

1. Basic service, residential, commercial, and multi-family units - \$ 20.00 installation plus \$ 8.00 per month.
2. Addition outlets - \$ 10.00 installation plus \$ _____ per month.

SECTION 8. PAYMENT TO THE VILLAGE

For the use of the streets, and other facilities of the incorporated area of the Village of Dorchester for the operation of the cable communications system and for the supervision by the franchising authority, the Grantee shall pay to the franchising authority an amount equal to three percent (3%) of the Grantee's gross revenues from the operations of the cable communications system in the incorporated area of the Village of Dorchester during the year.

SECTION 9. BROADBAND CABLE COMMUNICATIONS SERVICE

The communications system permitted to be installed and operated hereunder shall:

1. Be operated in conformance with the FCC's Technical standards, 47 C.F.R. § 76.601 et seq.

2. Carry on the system all allowable broadcast signals pursuant to the FCC's signal carriage rules.

SECTION 10. USE OF STREETS

All transmissions and distribution structures, lines, and equipment erected by the Grantee within the Village shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets.

In case of disturbance of any street or paved area the Grantee shall, at its own cost and expense and in a manner approved by the Village, replace and restore such street or paved area in as good a condition as before the work involving such disturbance was done.

If at any time during the period of the franchise the Village shall lawfully elect to alter or change the grade of any street, the Grantee, upon reasonable notice by the Village, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

Any poles or other fixtures placed in or adjacent to any street by the Grantee shall be placed in such manner as to comply with all requirements of the Village.

The Grantee shall, at the request of any person holding a moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

may be received on a twenty-four (24) hour basis.

The Grantee shall maintain a repair and maintenance crew capable of responding to subscriber complaints or requests for service within 24 hours after receipt of the complaint or request. No charge shall be made to the subscriber for this service.

The Grantee shall establish procedures for receiving, acting upon, and resolving subscriber complaints to the satisfaction of the Village Board. The Grantee shall furnish a notice of such procedures to each subscriber at the time of initial subscription to the system.

In the event that a customer complaint is not resolved to the mutual satisfaction of the customer or the Grantee, either the customer or the Grantee may request that the matter be presented to the Village Board for a hearing and resolution.

When there have been similar complaints made or when there exists other evidence, which, in the judgment of the Village Board casts doubt on the reliability or quality of cable service, the Village Board shall have the right and authority to compel the Grantee to test, analyze, and report on the performance of the system. Such report shall be delivered to the Village Board no later than fourteen (14) days after the Village Board formally notifies the Grantee and shall include the following information: the nature of the complaints which precipitated the special tests; what system component was tested, the equipment used, and procedures employed in said testing; the results of such tests; and the method in which said complaints were resolved.

Said tests and analyses shall be supervised by a professional engineer not on the permanent staff of the company. The aforesaid engineer should sign all records of the special tests and forward to the Village Board such records with a report interpreting the results of the tests and recommending actions to be taken by the Village.

SECTION 14. RIGHT OF REVOCATION; MONETARY PENALTIES

The franchising authority shall have the right to rescind or revoke the rights herein granted upon any violation by the Grantee of any material obligation or requirement contained herein, or upon the refusal to comply with any reasonable request made by the Village Board concerning compliance with this ordinance, after written notice by the franchising authority to the Grantee, and continuation of such violation or refusal to comply by the Grantee.

Such written notice to the Grantee shall specify precisely the manner in which the Grantee is in violation, with respect to the franchise. The notice shall specify a reasonable amount of time within which the Grantee must correct the violation, but in no event shall the time period be less

than thirty (30) days from the date of receipt of the notice to the Grantee.

In the event the Grantee shall be adjudicated bankrupt or placed in receivership, the Village may by resolution declare this franchise herein granted to be forfeited and terminated.

The Village reserves the right to levy fines upon the Grantee in a reasonable amount, not to exceed \$50.00 per violation, for immaterial breaches of the franchise agreement. Failure to pay such fines shall be cause for revocation of the franchise.

SECTION 15. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED.

Grantee shall not, as to rates, charges, service, services facilities, rules regulations, employment, or in any other respect, make or grant any undue preference or advantage to any party, nor subject any party to any prejudice or disadvantage.

SECTION 16. GRANTEE'S APPLICATION INCORPORATED

By its acceptance of the franchise, grantee specifically grants and agrees that its application is thereby incorporated by reference and made a part of this ordinance. In the event of a conflict between proposed services listed in said application and the provisions of this ordinance, that provision which provides the greatest benefit to the Village, in the opinion of the Village Board, shall prevail. Failure to provide services as promised in Grantee's application as incorporated herein shall be deemed a breach of this ordinance to which the provisions of Section 14 of this ordinance shall apply.

Section 17. SEVERABILITY

If any section, sentence, clause or phrase of the ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the ordinance, and any portions in conflict are hereby repealed. Provided, however, that in the event that the Federal Communications Commission declares any section invalid, then such section or sections shall be renegotiated by the Village and the Grantee.

Section 18. This Ordinance shall take effect upon its passage, approval and publication as provided by law.

VILLAGE OF DORCHESTER

BY: Laurence Ehlers
President

Attest:
BY: Judy Lepeda
Clerk

GAY,
COLLMAN & CAMERON
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PASSED: Dec 3-1980
APPROVED: _____
Published: Dec 10-1980

ORDINANCE #149 (AMENDMENT)

Village of Dorchester Cable Television Ordinance

The Village Board Of The Village of Dorchester, do ordain as follows:

That Section 6 of Ordinance #149, entitled Transfer Of Control be amended as follows:

Section 6: Mortgage or Pledge of Network.

Nothing in this ordinance shall be deemed to prohibit the mortgage or the pledge of the network or any part thereof. However, any such mortgage or pledge shall be subject to and subordinate to the right of the Villag e under this franchise or applicable laws.

This ordinance amendment shall- take effect from and after its passage and publication.

Dated: July 7th, 1982.

VILLAGE OF DORCHESTER

BY: Laurence Ehlers
President

BY: Judy Sobala
Clerk

Published July 13, 1982