

ORDINANCE NO. 731

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, AMENDING THE CITY'S ORDINANCE NO. 725, TITLED "CABLE COMMUNICATIONS ORDINANCE"

WHEREAS, the City Council is considering the granting of a non-exclusive franchise for the providing of cable television service to residences and institutions of Canby; and

WHEREAS, it is necessary to amend the City's Ordinance No. 725, titled "Cable Communications Ordinance", to more clearly define the requirements of the City in governing the construction, operation, maintenance, regulation and control of cable communications systems within the City; NOW, THEREFORE,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

The below listed Sections of Ordinance No. 725 are revised as indicated therewith:

Section 7. Street Work, Permits and Construction.

7.3 UNDERGROUND FACILITIES:

Revise Subsection 7.3 (B) to read as follows; QUOTE:

(B) In new developments or subdivisions the builder, developer, or subdivider shall be responsible for the performance of all necessary trenching and backfilling of main line and service trenches, including furnishing of any imported backfill material required. The Grantee will be responsible for the conduct of the engineering and labor to put the cable conduit in the trench. Prewiring of new dwellings while under construction shall be mandatory, unless on a case by case basis specifically exempted by Grantor. The Grantee will be responsible for pulling in the cable, and providing the plant electronics and drops to individual homes, after occupancy. :UNQUOTE.

Section 10. Operations and Service.

10.5 LOCAL ORIGINATION AND ACCESS

Revise Subsection 10.5 (C) to read as follows; QUOTE:

(C) The Grantee shall make studio and portable audio/video

equipment available to residents in accordance with a Grantee developed and City approved studio and equipment operations/usage plan, and provisions set forth in the franchise agreement.

(1) said equipment shall be available to residents on a "check-out" basis and Grantee shall be given reasonable notice by a resident who wishes to use said equipment.

(2) Grantee may charge a fee and/or deposit for the use and safe return of the said equipment. The deposit and fee, if any, shall be reasonable and not such as to discourage the use of said equipment.

(3) residents may not use the equipment for longer than a reasonable length of time, nor more frequently than is reasonable.

(4) Grantee may deny use of said equipment to any resident who, in the judgement of the Grantee, is not competent in the care and operation of said equipment.

(5) the user shall be responsible to the Grantee for any loss of, or damage to, said equipment on a replacement cost and/or repair time and materials basis.

(6) Grantee shall hold harmless the City from any damages resulting from the the use of said equipment and studio.  
:UNQUOTE.

#### 10.6 MUNICIPAL SERVICES

Revise Subsection 10.6 (B) to read as follows; QUOTE:

(B) With respect to the basic television service, the Grantee shall provide a drop and all basic subscriber services without cost, when the system passes such facilities and as designated by the Council, to:

- (1) public schools and county offices within the City, and
- (2) buildings owned and/or controlled by the City, and used for public purposes and not for residential use. :UNQUOTE.

#### 10.10 SUBSCRIBER SERVICE

Revise Subsection 10.10 (I) to read as follows; QUOTE:

(I) Upon termination of service to any subscriber, Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon the subscriber's request, with the exception of underground installations which may be abandoned in place when the service contract between the subscriber and

Grantee specifically authorizes such abandonment. In any case Grantee shall promptly remove underground installations when the subscriber agrees to pay time and materials costs for such removal. :UNQUOTE.

Add Subsections 10.10 (J) and (K) which read as follows; QUOTE:

(J) Grantee may charge a subscriber a replacement fee for a lost or stolen converter, not to exceed the Grantee's direct wholesale cost, and the loss or theft of a converter with the premium service access feature may incur a monetary penalty as specified in the franchise agreement to the responsible subscriber. Neither the replacement cost nor penalty may be charged to the subscriber when a police report is filed on the loss/theft.

(K) Converter deposits, when required, shall be fully refundable, with possible deductions for repairs due to damage other than that of normal wear, and for unpaid service charges due. :UNQUOTE.

Section 12. Compensation and Guarantee to the City.

12.2 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

Change the second to last sentence of Subsection 12.2 to read as follows; QUOTE: The sums, payment of which shall be so insured, shall not be less than \$1,000,000 combined single limits including bodily injury liability and property damage liability. :UNQUOTE.

12.4 FAITHFUL PERFORMANCE BOND:

Delete Subsection 12.4 in its entirety and renumber Subsections 12.5 and 12.6 to read 12.4 and 12.5 respectively.

12.5 INDEMNIFICATION TO CITY:

In Subsection 12.5 (A):

Delete the word "each" in the first line of the paragraph, which thus changes that line to read as follows; QUOTE:

(A) By accepting a franchise, Grantee shall be deemed to have agreed :UNQUOTE.

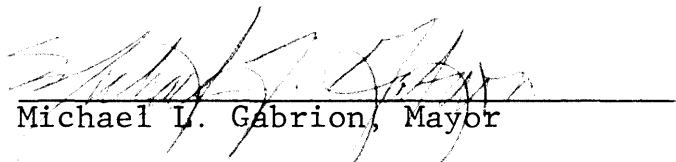
Correct the fourth from the last line of the paragraph to read as follows; QUOTE:

or other costs or expenses arising out of or pertaining to the exercise or :UNQUOTE.

Submitted to the Canby City Council and read for the first time at a regular meeting thereof on the 20th day of April, 1983, and scheduled for a second reading and action of the Canby City Council at a regular meeting thereof to be held on May 4, 1983, commencing after the hour of 7:30 o'clock p.m., at the Council meeting chambers at the Canby City Hall in Canby, Oregon.

  
Marilyn K. Perkett, Deputy Recorder

ENACTED by the Canby City Council at a Regular meeting thereof on May 4, 1983, by the following votes: YEAS 6 NAYS 0.

  
Michael L. Gabrion, Mayor

ATTEST:  
  
Marilyn K. Perkett, Deputy Recorder