

## ORDINANCE NO. 121

An Agreement granting a non-exclusive franchise to B & C Cablevision Inc., a Colorado Corporation, its successors and assigns, to build, construct, operate and maintain a cable television system in, under and over public right-of-way in Arriba, Colorado, an incorporated Town.

BE IT ORDAINED by the Board of Trustees of the Town of Arriba, Colorado:

1. That B & C Cablevision, a Colorado Corporation, existing within the State of Colorado, is hereby granted the non-exclusive right and privilege to build, construct, operate and maintain a cable television system in, under and over public right-of-way in the Town. This franchise shall take effect and be in full force from and after acceptance by said corporation and the same shall continue in full force and effect for basis initial term of fifteen (15) years. By granting to said corporation a non-exclusive franchise, said corporation shall pay to the Town five percent (5%) of said corporation's gross annual revenue from the Monthly Subscriber Charges attributable to the operations of said franchise within the confines of the Town.
2. Said corporation shall charge subscribers for the connection of systems services, and for the providing of system services to subscribers in accordance with the following schedule:

a. Connection Charges:

Bury Cable from alley to the Residence	\$40.00
Basic Cable if requested within the thirty days following the general advertisement of the availability of connection and subscriptions	\$30.00
Basic Cable after such thirty day period as described above	\$35.00
Each additional outlet	\$25.00
Converter Deposit ( If needed)	\$25.00
Activation Charge	\$30.00
Connection fee to motels per unit	\$37.50
Handicapped, Senior citizens, Municipal and School outlets. First Outlet	FREE

The installation charge for any long digs, which are digs in excess of one hundred fifty (150) feet from Grantee's trunk lines, shall never exceed Grantee's actual costs.

The charge of any mover (i.e., for the temporary raising or removal of Grantee's lines to facilitate the movement of large objects in the public ways or elsewhere; shall never exceed Grantee's actual costs.

b. Monthly charges for system services:

Cable only (basic)	\$21.00
First additional outlet	\$ 0.00
Two or more additional outlets	\$ 0.00
Converter rent	\$ 3.00
Each additional outlet (pay)	\$ 7.00
Motel discount (basic) per room	\$ 7.00
Motel discount (pay)	\$ 7.00
HBO	\$10.00
Franchise Fee	5%

3. It shall be unlawful for any person to:

a. Make any unauthorized connection, whether physically, electrically, acquiescently, inductively, or otherwise, with any part of said corporation's television system for the purpose of enabling himself or others to receive any television signals, radio signals, pictures, programs, sounds or any other information or intelligence transmitted over said corporation's cable system without payment to said corporation or its approved successors, assigns or lessess.

b. Without the consent of said corporation, willfully to tamper with, remove or injure any cable, wire or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds or any other information or intelligence transmitted over said corporation's cable system.

- c. Any person who violates any provision of this agreement shall be guilty of a misdemeanor, shall be punished by a fine of not more than three hundred (\$300.00) dollars, or by imprisonment for a term not to exceed Ninety (90) days, or by both such fine and imprisonment.
4. Said agreement shall not be effective until said corporation accepts this franchise and both the Town and corporation sign an agreement concerning the terms, conditions, and implementation of said franchise.
5. This ordinance shall be in full force and effect ten days after its passage and final publication.

**INTRODUCED, READ AND ORDERED PUBLISHED THIS 4<sup>th</sup> day of August, 1997.**

**PUBLISHED THIS 7<sup>th</sup> day of August, 1997.**

**ADOPTED AND APPROVED THIS 4<sup>th</sup> day of August, 1997.**

*Dela Johnson*  
Mayor

ATTEST:

*Kay Rudder*  
Town Clerk