

ORDINANCE NO. 1337

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AMENDING ORDINANCE NO. 1156 KNOWN AS THE CABLE
TELEVISION ORDINANCE AND AUTHORIZING MONROEVILLE
OFFICIALS TO ENTER AN AMENDED FRANCHISE AGREEMENT
WITH AMERICAN CABLEVISION OF MONROEVILLE, INC.

BE IT ORDAINED and ENACTED, by the Municipality of Monroeville in Council assembled as follows:

1. Section 1. Section XVII of Ordinance 1156 is amended by incorporating therein the amended Franchise Agreement between the Municipality of Monroeville and American Cablevision of Monroeville, Inc.

2. Section 2. The franchise fee set forth in Ordinance 1156 Section VII A is hereby deleted for the calendar year 1982 only provided that American Cablevision of Monroeville, Inc. fully performs its obligations under the Agreement between it and the Municipality of Monroeville as herein authorized and provided further that the reduction of the franchise fee herein authorized for the calendar year 1982 shall not be precedent for any future year and either party may refuse efforts and offers to lower the franchise fee and provided further that in the event the cost of construction of additional cable television lines as provided for in the Agreement herein authorized is less than the computed franchise fee, American Cable Television of Monroeville, Inc. shall be responsible to pay to Monroeville as the 1982 franchise fee the difference between the actual franchise fee as computed and the cost of installation of the cable television lines set forth in said Agreement, and provided further that in the event the cost of construction of additional cable television lines as provided for in the Agreement herein authorized is more than the computed franchise fee, American Cable Television of Monroeville, Inc. shall receive a credit against the 1983 franchise fee for the difference between the actual 1982 franchise fee as computed and the cost of installation of the cable television lines set forth in said Agreement.

Section 3. The proper officials of the Municipality of Monroeville are hereby authorized to enter an agreement with American Cablevision of Monroeville, Inc. amending the Cable Television Ordinance and Franchise Agreement with Monroeville. A copy of said agreement is attached hereto, made a part hereof and marked Exhibit "A".

Section 4. Public access as referenced in Ordinance 1156 Section XVII A 2 shall be construed to include the right of access by the residential community to participate in local programming as contemplated by Ordinance 1156 and the right to view various programs whether or not locally produced, via the cable television provided by American Cablevision of Monroeville, Inc. it being understood that the funds received by the Municipality for franchise fee may be utilized to aid in the extension of Cable Television lines to provide access for a greater number of people in Monroeville.

Section 5. Any ordinance or part of an Ordinance in conflict with any of the provisions of this Ordinance is hereby repealed to the extent of any such conflict.

ORDAINED and ENACTED this 13th day of July, 1982.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

AGREEMENT

THIS AGREEMENT, made this 11th day of August, 1982, by and between Municipality of Monroeville, having its principal place of business at 2700 Monroeville Boulevard, Monroeville, Allegheny County, Pennsylvania, hereinafter referred to as "Monroeville",

A
N
D

AMERICAN CABLEVISION OF MONROEVILLE, INC. having its principal place of business at P.O. Box 445, 200 James Place, Monroeville, Pennsylvania 15146, hereinafter referred to as "ACM".

WITNESSETH THAT:

WHEREAS, Monroeville and ACM have entered a Franchise Agreement for the Cable Television system in Monroeville, and

WHEREAS, said Agreement was adopted pursuant to Ordinance 1156, and

WHEREAS, the parties hereto are desirous of amending said Agreement as provided herein, and

WHEREAS, Monroeville has amended Ordinance 1156 to provide for expanded community access by allowing for the extension of Cable Television lines.

NOW, THEREFORE, in consideration of the above and intending to be legally bound hereby the parties hereto agree as follows:

1. ACM agrees to provide cable service to the following areas of Monroeville with less than 50 homes per mile and more than 5 homes per mile:

<u>AREA</u>	<u>HOMES PASSED</u>	<u>CABLE MILES</u>	<u>CONSTRUCTION COSTS</u>
Cavitt Road	11	1.25	\$13,608.00
Pitcairn Road	21	1.4	15,825.42
Golden Mile Highway	17	1.64	17,403.15
Aber's Creek	8	1.10	8,979.55
Johnson Road	4	.48	3,146.34
Beatty Road	4	.17	2,203.42
Saunders Station (Urick Lane)	3	.57	4,107.64
Vensel Lane	<u>2</u>	<u>.24</u>	<u>1,500.00</u>
TOTALS	70	6.85	\$66,773.52

2. The parties agree that these are estimated costs, and can vary plus or minus 10%. Average cost per mile = \$9,747.96.

3. As provided for in Section VIII, 3(b) 3, of the Franchise Proposal, Line Extension Policy, ACM shall bear its proportionate share of the current construction cost based on the actual number of potential subscribers per mile divided by 50. Thus the cost would be as follows:

6.85 miles of plant x 50 homes/mile = 342.5
Actual homes is 70

70 homes actual divided by 342.5 homes required to
building miles = 20.44, the ACM share.

Estimated total project cost	\$66,773.52
Per Franchise Fee Amendment to Ordinance 1156	53,125.01
Balance from ACM	13,648.31

If Monroeville's share of the actual costs is less than the 1982 Franchise Fee due from ACM, ACM shall pay the difference to Monroeville as a franchise fee. If Monroeville's share of the actual costs is more than the 1982 franchise fee due from ACM, ACM shall receive the difference as a credit on its franchise fee due for 1983.

4. The schedule of Cable Television line installation shall be as follows:

- A. August 17, 1982, submit all projects (dependant on Council approval of this contract by this date.)
- B. August 17 - October 30, 1982
Corporate Approval Process
Pole License Submission
- C. November 1 - November 30, 1982
Receive purchase orders and begin receiving materials.

The following are time frames allowed for construction from start to finish.

- D. December 1 - December 31, 1982
Pitcairn Road
- E. December 1 - February 15, 1983
Golden Mile Highway
- F. February 15 - March 15, 1983
Abers Creek
- G. March 15 - March 30, 1983
Johnson Road
- H. March 30 - April 15, 1983
Beatty Road

- I. April 15 - May 15, 1983
Saunders Station Road (Urick Lane)
- J. June 15 - June 30, 1983
Vensel Lane
- K. June 30 - July 30, 1983
Cavitt Road

This schedule depends on many variables such as, but not limited to, approval of pole applications, delivery of materials, and availability of manpower.

5. Upon request subscribers will be connected to the ACM Cable Television system upon completion of construction of each individual area.

6. Due to the possibility of future utilization by ACM of the Pitcairn Road area trunk line to provide cable service or signals to another municipality, ACM will upon completion of the project provide Monroeville with the exact cost of construction of said trunk. If, within a 10-year period from the date of this trunk being activated, ACM utilizes this trunk to provide service to another municipality, ACM will reimburse Monroeville its share of the cost of constructing the trunk depreciated at the rate of 10% each year or a portion thereof for a maximum of 10 years.

7. This agreement represents the entire understanding between the parties, there are no other covenants, conditions or representations that are not specifically herein set forth and any amendment hereto shall be in writing and executed by all of the parties hereto.

8. All equipment and cable television lines installed pursuant to this Agreement shall be the property of ACM.

Agreed upon this 11th day of August, 1982.

For American Cablevision of
Monroeville, Inc.

By Thomas C. Feige

Witness: James H. Doolittle

For the Municipality of
Monroeville

By Michael P. Lynch

Witness: Lois Lewis