

CABLE FRANCHISE ORDINANCE

Section 1. Purpose

The purposes of this Ordinance are to establish procedures for the grant of cable franchise agreements in the Town of Sweden, and to institute local regulation of the construction, operation and maintenance of cable systems in, along, upon, across, above, under and over the streets, public ways, and public places now laid out or dedicated, and all extensions thereof and additions thereto, in the Town..

Section 2. Definitions

- (a) "Cable Service" shall have the same meaning as "cable service" as that term is defined in 47 U.S.C. § 522(6).
- (b) "Cable System" shall have the same meaning as "cable system" as that term is defined in 47 U.S.C. § 522(7).
- (c) "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- (d) "Cable Operator" shall have the same meaning as "cable operator" as that term is defined in 47 U.S.C. § 522(5)..
- (d) "Town" shall mean the Town of Sweden, Maine, a municipal corporation organized and existing under the laws in the State of Maine and the area within its territorial limits.
- (e) "Franchise" shall mean the nonexclusive rights granted to construct, operate, and maintain a Cable System in the streets, roads, and other Public Ways of the Town.
- (f) "Video Service Provider" shall have the same meaning as "Video Service Provider" as that term is defined by P.L. 2023, ch. 502 (H.P. 1264 - LD 1967: An Act to Support Municipal Franchise Agreements).

Section 3. Franchise Required

No Video Service Provider, person, firm or corporation shall own, install, maintain or operate within the Town or any of its public streets or other public areas within the Town any equipment or facilities for the operation of a cable system unless a franchise authorizing the use of said

public streets or areas has first been obtained pursuant to the provisions of this ordinance and Maine and Federal Law and regulations, and unless said franchise is in full force and effect.

The obligations of a Franchise shall apply to any and all successors and assigns of the Video Service Provider, unless the Town expressly and in writing agrees to release the successors and assigns from the Franchise or any portion thereof.

Section 4. Franchise Contract Authority and Procedure

- (a) The Municipal Officers of the Town may contract on such terms and conditions and impose such fees as are in the best interests of the municipality and its residents with one or more Video Service Providers for the construction, operation, and maintenance of a cable system within the Town, including the granting of non-exclusive franchise agreements for the operation thereof for a period not to exceed fifteen (15) years.
- (b) Before issuing any request for proposals to enter into a franchise agreement, the Town shall hold a public hearing to ascertain special local needs and/or interests that that should be addressed in any franchise agreement to provide cable service within the Town.
- (c) Before executing any such franchise agreement or agreements the Municipal Officers shall review the applicant's character, financial and technical qualifications and the adequacy and feasibility of its qualifications to operate a cable system throughout the Town, and shall conduct a Public hearing thereon with at least seven days advertised notice prior to said Public Hearing.
- (d) Upon the execution of any such franchise agreement the Video Service Provider shall file a surety company performance bond, or other form of security reasonably acceptable to the Town, in the amount of \$10,000.00, conditional upon the faithful performance of its obligations under such franchise agreement and full compliance with any laws, ordinances, or regulations governing said franchise and the cable system, and also evidence of such public liability insurance coverage as the Municipal Officers may require.
- (e) Applications for a franchise to operate a cable system in the Town and related documents are public records maintained by the Town Clerk pursuant to the Freedom of Access Act (1 M.R.S.A. § 401 *et seq.* as amended from time to time) and the public has

the right to inspect and copy such applications and documents during the regular business hours of the Sweden Town Clerk's office.

Section 5. Franchise Agreement Contents

Any franchise agreement entered into after the effective date of this ordinance, and any renewal of a franchise agreement, which renewal is entered into after the effective date of this ordinance, between the Town and any Video Service Provider, shall be nonexclusive and shall contain, at a minimum, the provisions required by 30-A M.R.S. § 3008, as may be amended from time to time.

Section 6. Retained Rights and Public Ways

All rights and privileges granted in any franchise agreement are subject to the police power of the Town to adopt and enforce local laws, ordinances, bylaws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the Town is the right to adopt, in addition to the provisions of any franchise agreement, any other existing laws, ordinances and regulations, such additional laws or regulations as it may find necessary in the exercise of its police power.

The right to use and occupy the street and public ways and public places granted in any franchise agreement is not exclusive, and the Town reserves the right to grant similar or other uses of the said streets, public ways and public places to any person at any time during the term of any franchise agreement.

Section 7. Amendment

The Municipal Officers of the Town shall have the exclusive power to enact and amend this Ordinance. The Municipal Officers shall give notice of any hearing on any proposed amendment to this Ordinance in the manner provided for Town meeting.

Section 8. Compliance with all Laws

Video Service Providers shall at all times comply with all applicable Federal, State and Local Laws, statutes, rules, regulations, ordinances, codes and orders.

Section 9. Severability

Should any section or provision of this Ordinance be declared by any court to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

Section 10. Effective Date

The effective date of this Ordinance shall be retroactive to [Fill in Execution Date of Franchise].

Enacted by the Sweden Select Board on _____, 2024