

THE TOWN OF THE CITY OF DAWSON

BYLAW #10-11

A Bylaw to provide the rates, terms, and conditions relating to the cable system of the City of Dawson.

WHEREAS the Municipal Act, (R.S.Y 2002), provides that the Council may by bylaw provide for rates, terms, conditions, and charges relating to the cable system of the City of Dawson, and provide for the enforcement thereof;

THEREFORE, pursuant to the provisions of the Municipal Act of the Yukon Territory, the Trustee of the Town of the City of Dawson, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "**CABLE SYSTEM BYLAW**".

2.00 DEFINITIONS

In this Bylaw wherever the male gender is specified it shall be interpreted as including both male and female as applicable; and

In this Bylaw and the schedules attached hereto, unless the context requires otherwise:

2.01 **BUSINESS** means

- (1) a commercial, merchandising, or industrial activity or undertaking,
- (2) a profession, trade, occupation, calling or employment, or
- (3) an activity providing goods or services.

2.02 **CABLE SERVICE** means those lines installed by the City and used or intended to be used for supplying cable services.

2.03 **CABLE TELEVISION** means a system of television reception and distribution.

2.04 **CABLE UTILITY** means the systems of cable supply owned and operated by the City, including all cable lines, nids and all other accessories and appurtenances, thereto.

2.05 **CITY** means the Town of the City of Dawson.

2.06 **CITY SERVICE** means the portion of cable service from the main cable lines up to and including the nid.

- 2.07 **CONNECT** means to provide a service on the system.
- 2.08 **CONSUMER** means any real property owner or tenant who receives cable services supplied by the City, or a private sector supplier who has contracted to use the City cable system.
- 2.09 **COUNCIL** means the Municipal Council of the Town of the City of Dawson.
- 2.10 **DAWSON CITY TV** is the name of the cable utility of the City.
- 2.11 **DIGITAL SERVICE** television programming service available through DCTV
- 2.12 **DIGITAL SERVICE RECIEVER** electronic equipment required to decode digital tv signal
- 2.11 **DISCONNECT** means to discontinue a service.
- 2.12 **HIGH DEFINITION (HD)** video system of higher resolution than standard definition video
- 2.13 **HIGH DEFINITION RECIEVER** electronic equipment required to decode and display HDTV through DCTV
- 2.12 **INSTITUTION** is defined as Robert Service School, Yukon College, McDonald Lodge, and Fairview Manor.
- 2.13 **INSTALL** means to provide a physical cable connection to a building or part thereof.
- 2.14 **MAIN LINES** is defined as those lines installed by the City for the conveyance of cable services throughout the City.
- 2.15 **MANAGER** means the Chief Administrative Officer of the City or his authorized representative.
- 2.16 **MULTI-COMMERCIAL UNIT** means hotels, motels, bed and breakfasts, and RV campgrounds and similar commercial enterprises.
- 2.17 **NID** means the drop or service box unit connecting the City cable service to the interior wiring of a building.
- 2.18 **NON PROFIT** as defined in the societies act.

- 2.19 **PERSON** includes an individual, a partnership, a firm, or a body corporate.
- 2.20 **PRIVATE SERVICE** means the portion of cable lines located from the mid to the building, including the cable lines located inside the building, and which is not owned by the City.
- 2.21 **RATE SCHEDULE** means the rate schedule attached hereto as Appendix “A” and forming part of this bylaw.
- 2.22 **RESIDENTIAL UNIT** means a single-family residence or equivalent (e.g. one side of a duplex or one apartment suite) but does not include a Hotel / Motel or B & B rental room but does include a non-profit organization.
- 2.23 **SENIOR CITIZEN** means a person who has reached the age of sixty (60) years.
- 2.24 **SENIOR RESIDENTIAL UNIT** means an owner occupied single family residence or equivalent (one side of duplex or one apartment suite) but does not include a Hotel / Motel or B & B rental room, of which the owner is a senior citizen.
- 2.25 **SINGLE COMMERCIAL UNIT** means a principal building or segregated portion of a building in which a licensed business is operated.
- 2.26 **SPECIALTY PACKAGE** a selection of channels grouped together and offered as an additional service package - not included in basic service package
- 2.27 **STAND ALONE CHANNEL** a digital channel offered as a single additional subscription channel – not included in basic service package
- 2.26 **UNINSTALL** means to remove a physical cable connection from a building or part thereof.

3.00 GOVERNANCE

- 3.01 The cable utility of the City, together with the cable television services shall be owned and operated by the City and administered by the Manager.
- 3.02 The Manager shall exercise the powers and perform the duties with respect to the cable utility as conferred and placed upon him by this and any other bylaw of the City applicable thereto, and any other direction of Council with respect thereto.

- 3.03 The Manager has the authority to disconnect cable services for any consumer or consumers, when in the opinion of the Manager it is necessary to do so to properly maintain, repair, renovate or operate the cable utility, provided that the Manager shall, when it is practical to do so, give due notice of such disconnection.
- 3.04 Council may, by resolution, establish and appoint members to an advisory board for the purpose of providing advice on channel selections and other services for the cable television portion of the cable system.

4.00 ACCESS, AND DISTRIBUTION

- 4.01 No person shall operate, use, interfere with, obstruct or impede access to the cable utility or any portion thereof in any manner not expressly permitted by this bylaw or approved by the Manager.
- 4.02 No person shall sell, distribute or otherwise supply cable services on this utility without the express written consent of the City.

5.00 SERVICE INSTALLATIONS

- 5.01 Any person who desires a new cable service installation or connection from the City shall apply in writing to the City on a form supplied by the City for that purpose, not less than five working days prior to requiring the service. The City reserves the right to perform any of the required work with respect to the cable system or cable service connection within the confines of the private property to which the service is being provided and in accordance with a schedule to be determined by the City.
- 5.02 The full cost of every cable service installation from the main lines to the nid on the building receiving service shall be as set out in appendix "A".
- 5.03 All new installations include the City service but do not include the private service.
- 5.04 All installations approved and permitted shall be made under the direction and supervision of the City Manager.

6.00 INTERRUPTION OF SERVICE

- 6.01 Any consumer complaining of a failure or interruption of cable service, the investigation of which complaint concludes the failure or interruption was caused by a defect in the private service, or was a result of misuse or negligence on the

part of the consumer as determined by the technician, shall pay the actual cost of such work, and such cost shall be collectible in the same manner as cable television and Internet rates.

7.00 GENERAL PROVISIONS

- 7.01 The provision of cable service to every consumer shall at all times be subject to the terms and conditions set out in this bylaw and the charges designated in the rate schedule.
- 7.02 Following written notice of a consumer or property owner to discontinue service, the City shall shut off the supply of cable services as soon as reasonably practical and the consumer or property owner shall pay all the rates and charges payable up to the date of disconnection, including the cost of such disconnection, as designated in the rate schedule.
- 7.03 All applications for reconnect or disconnect shall allow a minimum of 5 working days before such application is to become operative.
- 7.04 The supply of cable services to any consumer may be shut off for any of the following reasons:
- 1) repair
 - 2) want of supply
 - 3) non-payment of account
 - 4) defective cable lines
 - 5) breach of this bylaw where specified
 - 6) for any other reason necessary for the proper operation of the cable system as determined by the City Manager.
- 7.05 If a consumer requires the supply of cable services to be shut off or turned on for his own purposes, he shall pay therefore the amount specified in the rate schedule.

8.00 RATES, TERMS & CONDITIONS FOR CABLE SYSTEM

- 8.01 Each consumer shall pay for all cable services supplied as set out in the Rate Schedule attached hereto as "Schedule A", which may be amended from time to time in accordance with supplier costs
- 8.02 All cable service accounts, including interim accounts, shall be due on the first day of the month for which the service is invoiced and if payment is not received by the fifteenth of that month, the service may be disconnected. All service

accounts for other cable services shall be due in accordance with the negotiated agreement for the service.

- 8.03 Any automatic credit card payment declined at point of sale will be subject to a \$25.00 Administration Fee.
- 8.04 Any account unpaid after the respective due date may be disconnected from the cable service without notice. Such an account shall not be reconnected until an application for reconnect is made in writing AND the City is in receipt of the outstanding balance, reconnect fee and one months subscription fee.
- 8.05 In any case in which the City has rendered an account based upon an estimate, the City shall, upon determining the correct amount in respect of which the estimate was made, credit all amounts received from the consumer in respect of such estimated account, and render an account or issue a refund for the difference, as appropriate.

9.00 APPENDICES

- 9.01 Appendix "A", which may be referred to as the "Rate Schedule", is attached to this Bylaw, forms part of the Bylaw and is to be read in conjunction with it.

10.00 CONTRAVENTION

- 10.01 Every person who violates any of the provisions of this Bylaw, who fails to comply with an order made pursuant to this Bylaw, or who suffers or permits any act or thing to be done in violation of any of the provisions of this Bylaw, commits an offence and is liable on summary conviction to a fine not exceeding five hundred dollars (\$500.00) or to imprisonment for a term not exceeding six (6) months, or to both fine and imprisonment.
- 10.02 Where an offence is committed or continued on more than one (1) day, it shall be deemed to be a separate offence for each day on which the offence is committed or continued.
- 10.03 A Judge before whom any person is convicted of an offence under this Bylaw may, in addition to assessing a penalty, order that any noncompliance with this Bylaw or the Code be corrected within such time as the Judge in his discretion may allow, at the expense of the person so convicted.

11.00 VALIDITY AND CONFLICT

- 11.01 The invalidity of any section, clause, sentence, or provisions of this Bylaw shall

not affect the validity of any other part of this Bylaw, which can be given effect without such invalid part or parts.

11.02 Where any provision or provisions of this Bylaw conflict with any provisions of any other Bylaw of the Municipality, this Bylaw will prevail.

12.00 REPEAL

12.01 05-12 is hereby repealed

13.00 EFFECTIVE DATE

13.01 This Bylaw shall be deemed to have been in full force and effect upon the final passing thereof.

Read a first time this ____th day of April, 2010

Read a second time this ____th day of _____, 2010

Read a third and final time this ____th day of _____, 2010

Mayor

Chief Administrative Officer