

### **22.01 SHORT TITLE**

This chapter shall be known and may be cited as the "Cable Television Ordinance."

### **22.02 DEFINITIONS**

For the purpose of this chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The word "shall" is mandatory and the word "may" is directory.

(1) **Company**

The grantee of rights under this chapter awarded a franchise.

(2) **Person**

Any person, firm, partnership, association, corporation, company, or organization of any kind.

(3) **System**

The entire cable television installation located in the Town.

(4) **Town**

The Town of Randall in the State of Wisconsin.

### **22.03 GRANT OF AUTHORITY**

The Town after due consideration in a public proceeding in which interested persons were given the opportunity to participate, being satisfied as to the company's legal, technical, character, financial and other qualifications and the adequacy and feasibility of the company's construction arrangements, hereby grants to the company a nonexclusive franchise, right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over, and under the streets, alleys, public ways, and public places now laid out or dedicated and all extensions thereof and additions thereto in the Town poles, wires, cables, and underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Town of a cable television system for the purpose of distributing television and radio signals and other electronic impulses in order to furnish television and radio programs and various

communications and other electronic services to the public. The right so granted includes the right to use and occupy the streets, alleys, public ways, and public places and all manner of easements for the purpose of this chapter. To the extent possible, the company shall make attachments to poles already in existence within the Town. To the extent that existing poles are insufficient for its purposes or if the company is unable to negotiate arrangements satisfactory to it for use of existing poles, the company shall have the right to erect and maintain its own poles as necessary for the construction and maintenance of its distribution system with the approval of locating the poles given by the Town. The company shall extend to the Town, free of expense, joint use of any and all poles owned by it for any proper purpose insofar as may be accomplished without interference with the use and enjoyment of the company's own cables and fixtures. The Town shall hold the company harmless from any and all actions, cause of action or damage caused by the placement of Town wires or appurtenances upon the poles of the company. The company shall not erect or cause to be erected any poles in any area where underground electronic and telephone service is furnished. In such a service area the company's distribution shall also be installed underground.

#### **22.04 STANDARDS AND REQUIREMENTS**

Construction and maintenance of the transmission distribution system, including house connections, shall be in accordance with the provisions of the National Electrical Safety Code prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Underwriters and the applicable ordinances and regulations of the Town effecting electrical installations which may, from time to time, be in effect. The system shall be adequately grounded according to best cable industry practices. In case of any disturbance of pavement, sidewalk, driveway, or other surface, the company shall, at its own expense and in a manner approved by the Town, remove, replace, and restore all pavement, sidewalk, driveway or surface so disturbed in as good condition as before the work was commenced. In the event the Town shall elect to alter or change any street, alley, easement or public way requiring the relocation of the facilities of the company, the company, upon reasonable notice by the Township, shall remove and relocate the same at its own expense. The company shall, when necessary, on the request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The actual expense of the temporary removal shall be paid by the person requesting the same and the company shall have the right to require payment in advance of such temporary removal. Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, installations, or adjustments, the company shall do so at such times as will cause the least amount of inconvenience to its customers.

## **22.05 LIABILITY AND INDEMNIFICATION**

(1) The company shall pay and, by its acceptance of the franchise, the company expressly agrees that it will pay all damages and penalties which the Town and its inhabitants may legally be required to pay as a result of the company's negligence in the installation, operation and maintenance of the cable television system authorized herein. The Town shall notify the company's representative within fifteen (15) days after the presentation of any claim or demand to the Town, either by suit or otherwise, made against the Town on account of any negligence, conduct or contract on the part of the company. The company shall carry and pay the cost of the following liability insurance in support of its undertaking to hold the Town harmless from loss sustained on account of the negligence of the company, in at least the amounts indicated below, for injury to or death of person and injury to or destruction of property:

- (a) \$100,000.00, for property damage to anyone person.
- (b) \$200,000.00, for property damage in anyone accident.
- (c) \$100,000.00, for personal injury to anyone person.
- (d) \$300,000.00, for personal injury in any one accident.

(2) The company shall comply with all the provisions of the Workmen's Compensation Law of Wisconsin.

## **22.06 LOCAL OFFICE**

The company shall maintain a local business office or agent for receiving, via a non-toll telephone call, inquiries or complaints regarding quality of service, equipment malfunctions, billing disputes, and similar matters. Inquiries or complaints shall be received during normal business hours, 9 a.m. to 5 p.m., Monday through Friday. All complaints and inquiries will be investigated, responded to or acted upon as promptly as is practical and, unless valid circumstances otherwise require, within three (3) business days of their receipt.

## **22.07 SUBSCRIBER CONTRACTS**

No contract as to length of service for a regular monthly subscriber shall be required by the company under ordinary circumstances. The company agrees that under ordinary circumstances it shall be the right of the subscriber to start or terminate his or

her service on the cable according to his or her own wishes by making advance payments to commence service and by reasonable notice to the company to terminate the service. It is hereby acknowledged, however, that equipment installed by the company on behalf of the subscriber shall remain the property of the company and shall be subject to reasonable inspection and service by the company at reasonable hours and removal upon termination of the service. If any subscriber fails to meet his or her obligations according to the rate schedule and meet reasonable company rules and regulations, the company shall have the right to withhold or deny service to the subscriber.

#### **22.08 CONDITION OF ROAD OCCUPANCY**

(1) The company may enter into one or more contracts with the light, gas and water utilities in the Town, the telephone company or the owner or lessee of any poles or posts located within the Town to whatever extent the contract or contracts may be expedient and of advantage to the company in furnishing to its customers the service covered by this franchise.

(2) The company system poles, wires and appurtenances shall be located, erected and maintained so that none of the same shall endanger or interfere with the lives of persons or interfere with any improvements the Town may deem proper to make or hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, easements, or public property.

#### **22.09 TRANSFER AND RIGHT OF ACQUISITION**

No sale or transfer shall be effective until the vendee, assignee, or lessee has filed with the appropriate officials of the Town an instrument properly executed, reciting the fact of such sale, assignment or lease, and accepting the terms of this franchise and agreeing to perform all conditions thereof. This system shall not be sold or transferred by the company to any outside interest, except upon written notice to the Town not less than thirty (30) days before the transfer of sale.

#### **22.10 PAYMENTS TO THE TOWN**

The company shall, during each year of operating under this franchise, pay to the Town three percent (3%) of the annual gross subscriber revenues received by the company for cable television service rendered to customers located within the Town and one percent (1%) of the annual gross revenues received by the company for all other services rendered to customers within the Town to the extent allowed by FCC regulations. For purposes of this section, "gross subscriber revenues" shall mean only those revenues derived from regular subscriber services, namely, carriage of broadcast signals and

required non-broadcast services. At the time of this annual payment, the company shall furnish the Town with an annual report showing the company's annual gross subscriber revenues during the preceding year and any other information as the Town shall reasonably request with respect to properties and expenses related to the company's services.

#### **22.11 FREE CONNECTION AND SERVICE**

Upon request, the company shall furnish free of charge outside connections and services to all public and parochial schools located within the Town and to Town buildings, when other connections are being made within the particular area of any such schools or public buildings. However, any and all inside wiring or work shall be done at the expense of the schools or Town, as the case may be, and provided that a service cable has previously been installed in reasonable proximity to the schools or public buildings. In addition, the company agrees to provide such access channels as are required by the FCC rules and regulations.

#### **22.12 FRANCHISE TERM**

(1) The franchise granted the company herein shall be as stated in the franchise agreement.

(2) No company or person shall be issued or re-issued a Cable Television franchise in the Town if the applicant or franchisee:

(a) Fails to correct malfunctions in the total Cable Television System in a timely manner.

(b) Fails to operate and maintain a complaint system to receive subscriber's oral and written complaints regarding Cable Television services, charges and rates and the interruption of programs.

(c) Fails to maintain written records of complaints, concerns, questions and other oral and written comments from subscribers or other residents in the Town.

(d) Fails to operate and maintain a business office in the Town or within thirty (30) miles of the outer parameter of the Town and a non-toll telephone service to receive complaints, concerns, questions and other oral communications from subscribers and other residents of the Town.

(e) Fails to provide reasonable inspection access by the designated officials of the Town at reasonable times to all Cable Television property of the applicant or

franchisee in or outside the Town including subscriber's records and cable system maps.

(f) Fails to reasonably provide to the Town any financial records of the applicant or franchisee related to the Cable Television system in the Town.

(g) Fails to respond and investigate complaints from subscribers or other residents as to the quality of service, quality of signal, charges for service and loss of signal. Franchisee shall credit on monthly charges any subscriber for any loss of service after twenty-four (24) hours of loss of service in anyone (1) week (week commencing on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m.) or eighteen (18) hours in one (1) day.

### **22.13 COMMENCEMENT OF CONSTRUCTION**

Upon the grant of this franchise to construct and maintain a cable television system in the Town, the company may enter into contracts with telephone and electric companies or others for the use of poles and posts necessary for proper installation of the system, obtain right-of-way permits from appropriate State, county and federal officials necessary to cross highways or roads under their respective jurisdictions to supply main trunk lines from the company's receiving antennas, obtain permission from the Federal Aviation Authority to erect and maintain antennas suitable to the needs of the system and its subscribers and obtain whatever other permits may be required. In the construction, installation, and maintenance of this system the company will use steel, cable, and electronic devices, all of specialized and advanced design and type. The company's operational capacity shall meet the "state of the art" standards in the cable television industry. In the operation of its system the company will employ personnel with training, skill and experience in electronics and communications.

### **22.14 PUBLICATIONS COSTS**

The company shall assume the costs of publication of this franchise if such publication be presented to the company's filing of costs shall be paid is required by law. A bill for publication costs shall be presented to the company by the appropriate Town officials upon the company's filing of its acceptance of this franchise and the publication at that time by the company.

### **22.15 ACTIVITIES PROHIBITED**

The company shall not allow its cable system operations to interfere with television reception of persons not served by the

company, nor shall the system interfere with, obstruct or hinder in any manner the operation of the various utilities servicing the residents of the Town. The company's system shall have the operational capacity to prevent and void interference with reception of off-the-air signals.

#### **22.16 LIMITED PURPOSES**

This franchise is granted by the Town to the company purely for the purpose of using easements, streets, and highways of the Town to erect and construct the company's system and is not intended to convey any copyright or patent privileges.

#### **22.17 Forfeiture**

If the company shall violate any of the terms, conditions, or provisions of this chapter or if the company shall fail to comply with any reasonable provision of any ordinance of the Town and should the company continue to violate the same for a period of thirty (30) days after having been notified in writing by the Town to desist from the violation, the company may, at the Town's option, be deemed to have forfeited and annulled all the rights and privileges of this chapter.

#### **22.18 PERIOD OF ACCEPTANCE**

The company shall be deemed to have forfeited and abandoned all rights and privileges conferred by this chapter and this chapter shall be null and void and of no force and effect, unless the company shall, within thirty (30) days after adoption, file with the Town Clerk its written acceptance of the rights and privileges hereby conferred and with the terms, conditions and restrictions hereby imposed.

#### **22.19 OTHER PROVISIONS**

(1) The Town prohibits any person, except the franchisee, its officers, its employees or its agents or authorized subscribers in the Town, to make any connection with a franchised Cable Television System in the Town and the Town prohibits the obtaining, stealing or pirating of any signal or transmission from a franchised Cable Television System in the Town without payment or written approval of the franchised Cable Television System.

(2) The Town prohibits any person, except the franchisee, its officers, its employees or its agents, from willfully and intentionally tampering, removing, injuring or destroying Cable Television equipment used for distribution of signals by the franchisee Cable Television System.

**22.25 PENALTY**

Except as otherwise provided herein, any person found in violation of any provision of this chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in Section 25.04, of this Code of Ordinances.