

Title 9 ► Chapter 3

Cable Television

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Sec. 9-3-1 Grant of Franchise.

This Chapter allows the Village of Shiocton to grant to a Franchise Grantee, its successors and assigns, a nonexclusive license to install, maintain, and operate a cable television system for the distribution of television signals, frequency-modulated radio signals and any other electronic signals, and any other electronic signals, capable of being transmitted on a co-axial or fiber optic network including data transmission and closed circuit television programs for a term of fifteen (15) years, provided that the Franchise Grantee conforms to the conditions, limitations, requirements of this Chapter. This Chapter may be amended from time to time by the Village through the enactment of amendments thereto.

Sec. 9-3-2 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 number include the singular number and words in the singular number include the plural number.

- (a) **Village.** The Village of Shiocton, State of Wisconsin, in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- (b) **Cable.** Coaxial or fiber optic cables, wave guides, or other conductors and equipment for providing video, audio, and data frequencies by cable or through its facilities as herein contemplated, and including closed-circuit special event programs and educational television.
- (c) **Grantee.** A person or entity to whom or which a Franchise under this Chapter is granted by the Village Board and the lawful successors or assigns of such person or entity.
- (d) **Village Board.** The present governing body of the Village or any future body constituting the legislative body of the Village.
- (e) **Street.** The surface of and space above and below any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway or drive, now or hereafter existing as such within the Village.
- (f) **Subscriber/Customer.** Any person or entity receiving and paying for any purpose the services of a Grantee herein.
- (g) **Gross Revenues.** Any cable service revenue, derived directly or indirectly by a Grantee, its affiliates, subsidiaries, parents, and any persons or entities in which a Grantee has a financial interest of five percent (5%) or more from or in connection with the operation of a Shiocton cable system including, but not limited to, basic subscriber service monthly fees, pay cable fees, and installation and reconnect fee revenues. The term does not include any taxes on service furnished by Grantee and imposed directly upon any subscriber or used by the State, Village, or other governmental unit and collected by Grantee on behalf of said governmental unit.

Sec. 9-3-3 Renewal.

- (a) A Grantee shall have the right to apply to the Village for renewal or extension of the Franchise. The Village shall grant such renewal or extension application unless it finds that:
 - (1) The Grantee has not substantially complied with the material terms of the Ordinance and with applicable law, or its officers have been convicted of a felony;
 - (2) The legal, technical, or financial qualifications of the Grantee are inadequate to provide the service proposed by it;
 - (3) The service and facilities to be provided by the Grantee are not reasonable in light of the community need for and cost of such services and facilities;
 - (4) The service quality of the cable system has not been reasonable in light of the community needs; or
 - (5) The proposals contained in the renewal application are otherwise unreasonable.
- (b) A Grantee must file for renewal at least thirty (30) months before the expiration of the Franchise. The Village must consider the renewal application and conduct any proceedings necessary to adequately consider the application; and may not request, accept, or consider any other Franchise application until the Grantee's application is denied or approved.
- (c) The Village shall negotiate in good faith with the Grantee regarding Franchise renewal within sixty (60) days after the completion of proceedings pursuant to 6-9-3(b); and shall make a preliminary decision on granting or denying renewal within four (4) months after receipt of an application. If the Village denies an application it must notify the Grantee by written statement, within seven (7) days after its decision, of the reasons for the denial.
- (d) The Grantee, if adversely affected or aggrieved by a decision of the Village made pursuant to this Section, may appeal such decision in any court of competent jurisdiction. The Franchise shall remain in effect pending the completion of such appeal.
- (e) Both the Village and Grantee shall comply with all the provisions of Section 626 of the Cable Communication Policy Act of 1984 regarding renewal procedures.
- (f) In the event that the Act changes, the Village shall conduct renewal procedures in accordance with then applicable law.

Sec. 9-3-4 Termination or Expiration.

Should a Grantee's Franchise be terminated or expire and there is no judicial or administrative review of the termination or expiration taking place, the Grantee shall begin removal within ninety (90) days of termination or expiration of all property owned by the Grantee and placed on a public right-of-way unless permitted by the Village to abandon said property to a purchaser.

Sec. 9-3-5 Transfer Procedure.

- (a) All of the rights and privileges and all the obligations, duties and liabilities created by this Chapter shall pass to and be binding upon the successors of the Village and the successors and assigns of any Grantee; and the same shall not be assigned or transferred without the written approval of the Village hereunder, which approval shall not be unreasonably withheld without a showing of good cause; provided, however, that this Section shall not prevent the assignment or pledge of a Franchise or system by a Grantee as security for debt without such approval; and provided further that transfers or assignments of a Franchise between any parent and subsidiary corporation or between entities of which at least fifty-one percent (51%) of the beneficial ownership is held by the Grantee or any parent corporation shall be permitted without the prior approval of the Village. The sale, transfer, or assignment of a material portion of the tangible assets of a Grantee to an unrelated third party shall be considered an assignment subject to the provisions of this Section.
- (b) The parties to the sale or transfer of a Franchise shall make a written request to the Village for its approval of a sale or transfer of the Franchise.
- (c) The Village shall reply in writing within thirty (30) days of the request and shall indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on the Franchise subscribers.
- (d) If a public hearing is deemed necessary pursuant to Subsection (c), the Village shall conduct such hearing within thirty (30) days of such determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the area being served by the Franchise. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the Village.
- (e) Within thirty (30) days after the public hearing, the Village shall approve or deny in writing the sale or transfer request.
- (f) The parties to the sale or transfer of a Franchise only, without the inclusion of a cable communications systems in which at least substantial construction has commenced, shall establish that the sale or transfer of a Franchise only will be in the public interest.
- (g) A Grantee, upon transfer, shall within sixty (60) days thereafter file with the Village a copy of the deed, agreement or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by the Grantee.

Sec. 9-3-6 Franchise Territory.

Any franchise is for the present territorial limits of the Village of Shiocton. The Grantee must extend and make cable service available to every residential dwelling unit in all unserved developing areas having at least twenty (20) dwelling units per cable mile as measured from the

existing system, and shall extend its system simultaneously with the installation of other service providers. The Grantee must extend and make cable system service available to any isolated resident requesting connection at the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred and fifty (150) foot aerial drop line. In areas not meeting the requirement for mandatory extension of service, the Grantee shall provide, upon the written request of the potential subscriber desiring service, an estimate of the costs required to extend service to the said subscriber. The Grantee may require advance payment or assurance of payment satisfactory to the Grantee. The amount paid by subscribers for early extension shall be nonrefundable, and in the event the area subsequently reaches the density required for mandatory extension, such payments shall be treated as consideration for early extension.

Sec. 9-3-7 Customer Privacy.

- (a) A Grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users to their use of subscriber services without notification to the subscribers or users.
- (b) Subscribers and users shall retain the right to deactivate their terminals, but shall continue to be responsible for charges until the Grantee is notified to terminate service.

Sec. 9-3-8 Technical Performance.

- (a) The cable system shall be operated to comply with all guidelines and standards set by the FCC for signal quality and leakage upon proper notification. The Village reserves the right to test the system and independently measure the signal quality. The system shall comply at all times with the National Electrical Code of the National Fire Protection Association.
- (b) The Village may inspect all construction or installation work during such construction or installation, or at any time after the completion thereof, in order to insure compliance with the provisions of this Chapter and all other governing ordinances.

Sec. 9-3-9 Open Books and Records.

Any Grantee shall manage all of its operations in accordance with the policy of totally open books and records vis-a-vis the Village. The authorized officers of the Village shall have the right to inspect, upon notice, during normal business hours all books, records, maps, plans, and service complaint logs of the Grantee that relate to the operation of the Franchise.

Sec. 9-3-10 Subscriber Service.

The Grantee shall maintain resources sufficient and near enough to the franchise territory to provide the necessary facilities, equipment and personnel to comply with this Section and other provisions of this Chapter:

- (a) **Service Standards.** The Grantee shall render efficient service make repairs promptly and interrupt service between the hours of 7:00 a.m. and 1:00 a.m. only for good cause and for the shortest possible time. Service may be interrupted between 1:00 a.m. and 7:00 a.m. for routine testing, maintenance and repair, except on nights commencing on Saturday and Sunday and on holidays. Scheduled or predictable service interruptions, except for weekly routine maintenance, insofar as possible shall be preceded by notice, which may be provided across the cable system. The interruptions shall occur during periods of minimum use of the system to the extent practicable. The Grantee shall maintain a written log or an equivalent capable of access and reproduction of all service interruptions and requests for service, which log shall be available for Village inspection during the franchise period.
- (b) **Telephone Lines.** The Grantee shall provide local toll-free or collect call telephone access to its subscribers within the franchise territory. Any calls should be answered by a customer service representative during normal business hours; calls outside this period may be answered by an automated response mechanism, but such calls should be processed by a Grantee's representative within twelve (12) hours. The Grantee shall provide sufficient phone answering capacity that customer calls are answered on average within thirty (30) seconds ninety percent (90%) of the time; and customers receive a busy signal no more than three percent (3%) of the time. Violations of these standards shall be subject to penalties under provisions of Section 9-3-30.
- (c) **Installation.** The Grantee shall complete requests for subscriber installations within seven (7) business days of order placement when the installation is within one hundred fifty (150) feet of the existing cable system. Installation requests required to be honored under this Chapter beyond the one hundred fifty (150) foot standard must be completed within fourteen (14) days. If the Grantee fails to meet these standards, the Grantee shall provide the subscriber with a free month of the requested service. The Grantee may request the Village toll these periods for reasonable circumstances beyond its control.
- (d) **Repair Standards.** The Grantee shall maintain a repair force capable, under normal operating circumstances, of responding to service interruption and degradation complaints made during normal business hours within four (4) hours. For complaints made outside normal business hours, the Grantee must respond within sixteen (16) hours. For the purpose of this Subsection, "response" shall mean at a minimum contacting the subscriber by phone or in person. Where a Grantee misses either of these deadlines, the Grantee must provide the subscriber with one (1) free month's service. The Grantee may request the Village toll the repair period for reasonable circumstances beyond its control.
- (e) **Service Call Scheduling.** When the Grantee needs to arrange a service appointment at a subscriber's location, the Grantee must offer the subscriber a service window not to

exceed four (4) hours in duration. The Grantee may not cancel a service window without the subscriber's consent. Where a Grantee misses a service window, the Grantee must provide the subscriber with one (1) free month's service. The Grantee may request the Village toll the service call period for reasonable circumstances beyond its control.

Sec. 9-3-11 Description of System.

A Grantee shall, as part of the acceptance of a Franchise, provide a complete written description or map of the cable system in the Village of Shiocton. Such written description or map shall be updated as additions or changes are made.

Sec. 9-3-12 Rates.

- (a) All rates and charges shall be established by a Grantee. Provided however, the Village reserves its right to the maximum extent possible to regulate the rates of a Grantee, as permitted by federal or state law, regulation or rule. In the event after the effective date of this Chapter any federal or state law, regulation or rule is at any time changed, modified, amended or repealed so as to allow for increased authority of the Village to regulate a Grantee's rates, the Village shall be permitted to do so to the maximum extent possible.
- (b) A Grantee shall provide the Village with a rate schedule of the Grantee's charges at the time of the Grantee's acceptance of a franchise. Subsequent additions or amendments to rates and service charges shall be filed with the Village at least thirty (30) days prior to the implementation of the addition or amendment. The Grantee shall give subscribers at least thirty (30) days' advance written notice before instituting a rate increase.
- (c) Pending such modification, amendment or repeal of current federal and state laws regarding regulation of a Grantee's rates, the following procedure shall apply, to the extent permitted by law.
- (d) At the time this Chapter is being adopted, the Federal Communications Commission has developed rules whereby franchise authorities are given the limited right to regulate rates for basic cable service. A Grantee shall not increase its basic cable service rates without giving the Village Board written notice of any proposed basic cable service rates without giving the Village Board written notice of any proposed basic cable service rate increase at least thirty (30) days prior to the effective date of such increase. The Village Board may deny the Grantee such increase based upon the procedures and standards to be developed by the Federal Communications Commission. In the event the Village would certify to the FCC to regulate the basic service rate and at the discretion whether the Grantee's proposed basic rate increase should be granted. The Grantee will cooperate fully with the Village Board in connection with such proceedings and upon request, to supply to the Village

Board, within twenty (20) days, any additional information as may be reasonably required for determining whether the proposed increase should be granted, provided such disclosure will not violate any applicable law, confidentiality obligation or contract to which the Grantee is a party. A Grantee shall be permitted to participate in the public hearing and present its case for the proposed rate increase. Should the Village Board fail to deny the proposed rate increase prior to its taking effect, but determines within thirty (30) days of the effective date of the increase that the increase should be denied or modified under the standards to be developed by the Federal Communications Commission, then the previous basic rate charge shall be the effective basic cable service rate charged from the first day of the month following the Village Board's action. Nothing contained herein shall prevent the Grantee from challenging before any court of appropriate jurisdiction that the action of the Village Board in denying the basic cable service rate increase is arbitrary and capricious and/or violates applicable law.

Sec. 9-3-13 Conditions of Street Occupancy.

- (a) All transmission and distribution structures, lines and equipment erected by a Grantee within the Village shall be so located as not to cause interference with the proper use of streets, alleys, and other public ways and places, and not to cause interference with the rights of or reasonable convenience of property owners who adjoin any of the streets, alleys, or other public ways and places.
- (b) In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Grantee shall first give notice to the Director of Public Works of any contemplated disturbances of pavement, sidewalk, driveway, or other surfacing, and shall, at its own cost and expense and in a manner approved by the Director of Public Works, replace and restore all pavement, sidewalk, driveway, or other surface of any street or alley disturbed in as good condition as before such work commenced. The Grantee shall otherwise comply with Village ordinances relating to street openings.
- (c) If, at any time during the period of a Franchise, the Village shall elect to alter or change the location or grade of any street, alley, or other public way, the Grantee, upon reasonable notice by the Village, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. If any construction by the Grantee is in violation of the provisions of subsection (a) of this Section, the Grantee shall likewise, upon reasonable notice by the Village, remove, relay and relocate its property in such a manner as to remedy such violation at its own expense.
- (d) The Grantee shall not place poles or other fixtures where the same will interfere with any existing gas, electric, telephone, or other fixture, water hydrant, or main. All such poles or other fixtures placed in any street shall be placed between the outer edge of sidewalk and the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on such alley in such a manner as not to interfere with the usual travel on the streets, alleys

and public ways. However, nothing in this Chapter shall prohibit the use by the Grantee of existing public utility poles where practical.

- (e) A Grantee shall, on the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of buildings. The expenses of such temporary raising or lowering of the wires shall be paid by the person requesting the same, and the Grantee may require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours in advance notice to arrange for such temporary wire changes.
- (f) The Grantee, to the same extent that the Village has such authority, may trim trees that overhang streets, alleys, sidewalks, and public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

Sec. 9-3-14 Indemnity.

- (a) The Grantee shall defend and save the Village and its agents and employees harmless from all claims, damages, losses, and expenses including attorney's fees sustained by the Village on account of any suit, judgment, execution, claim, or demand whatsoever arising out of:
 - (1) The enactment of this Chapter and granting of a franchise thereunder, except such claims as may arise from the Village's selection of a Grantee to be awarded a franchise pursuant to this Chapter.
 - (2) The installation, operation or maintenance of the cable system except for acts of the Village, its agents or employees, unless said acts are at the request of and under the direction or supervision of the Grantee.
- (b) The Village shall notify the Grantee within ten (10) days after the presentation of any claim or demand, either by suit or otherwise made against the Village on the part of the Grantee. The Grantee shall furnish to the Village, before any franchise becomes effective, satisfactory evidence in writing that the Grantee has in force and will maintain in force during the term of the franchise public liability insurance.
- (c) All Grantees shall maintain throughout the term of the permit a general comprehensive liability insurance policy naming as additional insured the Village, its officers, boards, commissions, agents, and employees in a form satisfactory to the Village Attorney. The policy shall protect the Village and its agencies and employees against liability for loss or damages for personal injury, death or property damage occasioned by the operations of Grantee under any franchise granted hereunder, in the amounts of:
 - (1) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person with the limit however of Two Million Dollars (\$2,000,000) for bodily injury or death resulting from any one (1) accident, and
 - (2) One Million Dollars (\$1,000,000.00) for property damage resulting from any one (1) accident. The Village shall be named as an additional insured under such insurance

and a copy of the current in-force policy shall be deposited with the Village Clerk-Treasurer.

Sec. 9-3-15 Service Remedies.

When the Grantee has failed to provide a subscriber with appropriate service due to service outage or significant audio or video degradation not due to the subscriber's equipment or action, the subscriber may request a rebate of any fees paid for the affected service(s) under the following schedule, and the Grantee must provide such rebates. For the purposes of this Section the outage or degradation period shall begin when the subscriber provides notice to the Grantee of the outage or degradation. The Village shall waive or modify the rebate provisions for reasonable circumstances beyond the control of the Grantee. Outrages for initial construction, upgrading and normal maintenance shall be exempt from this Section:

- (a) For periods at least four (4) hours long but under twenty-four (24) hours, a rebate of one-thirtieth of the monthly fee for affected services for each instance.
- (b) For periods of at least twenty-four (24) hours, a rebate of one-tenth (1/10) of the monthly fee for affected services for each twenty-four (24) hour period or portion thereof.

Sec. 9-3-16 Rights of Residents.

- (a) An owner or operator of an apartment building, condominium, nursing home, mobile home park, or any other rental facility may not interfere with or charge a fee for the installation of Cable System facilities for the use of a lessee of said property or premises, except that such owner or operator may require:
 - (1) Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises;
 - (2) The Grantee, occupant, or tenant to pay for the installation, operation, or removal of such facilities;
 - (3) The Grantee, occupant, or tenant to agree to indemnify the owner or operator for any damages caused by the installation, operation or removal of such facilities.
- (b) It shall be unlawful for the Grantee to reimburse or offer to reimburse any person, or for any person to demand or receive reimbursement from the Grantee, for the placement upon the premises of such person of Grantee's facilities necessary to connect such person's premises to the distribution lines of Grantee to provide Cable Service to said premises.
- (c) A landlord may not discriminate in the amount of rent charged to tenants or occupants who receive Cable Service and those who do not.

Sec. 9-3-17 Rights of the Village.

- (a) The right is hereby reserved by the Village to adopt, in addition to the provisions contained in this Chapter and existing applicable ordinances, such additional regulations as it shall

find necessary in the exercise of its police powers. Such regulations, by ordinance or otherwise, shall be reasonable and not be in conflict with the rights granted in this Chapter and not be in conflict with the laws of the State. :

- (b) The Village may, during the term of a Franchise, free of charge where aerial construction exists, maintain upon the poles of the Grantee within the Village limits wire and pole fixtures necessary for a police and fire alarm system, such wires and fixtures to be constructed and maintained to the satisfaction of the Grantee and in accordance with its specifications.

Sec. 9-3-18 Waiver of Charges.

During the term of a Franchise, the Grantee shall provide free basic and expanded basic cable service to any and all schools whether private, public, or parochial, within the area of the Franchise. During the term of the Franchise, the Grantee shall provide free basic and expanded basic cable service to any municipal facility used solely for municipal purposes in the Franchise area. The Grantee may charge for usual installation costs.

Sec. 9-3-19 Severability.

Should any word, phrase, clause, sentence, paragraph, or portion of this Chapter and or a Franchise be declared to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity of this Chapter and the Franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the Village Board hereby expressly states and declares that it would nonetheless have passed this Chapter and granted the Franchise had it known that any such word, phrase, clause, sentence, paragraph or portion of said Chapter or Franchise were invalid.

Sec. 9-3-20 Acceptance by Grantee.

Any Franchise granted under this Chapter shall be effective upon written acceptance of the Franchise being filed with the Clerk-Treasurer of the Village within thirty (30) days from the adoption hereof, and the Franchise shall continue in force for a period of fifteen (15) years.

Sec. 9-3-21 Arbitration.

- (a) Controversies arising from a Grantee's performance under the terms of this Chapter shall be submitted to arbitration. Arbitration shall not be demanded by any party until such time

as that party has served written notice upon the opposing party, setting forth its proposed determinations or actions which are to be the subject matter of the arbitration. Such notice shall be in writing and mailed to the other party by certified mail, return receipt requested.

- (b) In the event of arbitration, the parties shall select the arbitrator or if they fail to do so a Circuit Judge shall select the arbitrator. The expenses of the arbitration and compensation of the arbitrator shall be borne by the Village and the Grantee as the award shall provide, but in no event shall the Village be obligated to pay more than one-half such expenses and compensation. The arbitration award shall be binding upon the parties.

Sec. 9-3-22 Incorporation of Amendments.

This Chapter shall be amended to incorporate all amendments to the statutes, rules and regulations of the Federal government as they are promulgated by the Federal government. Any provision herein, in conflict with or preempted by said rules, regulations or statutes, shall be superseded.

Sec. 9-3-23 Protection of Nonsubscribers.

A Grantee shall at all times keep its cables and other appurtenances used for transmitting signals shielded in such a manner that there will be no interference with signals received by radios or televisions not connected to the Grantee's service.

Sec. 9-3-24 Grantee Rules.

A Grantee may promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under the Franchise and to assure uninterrupted service to all its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this Chapter or the laws of the State.

Sec. 9-3-25 Waiver of Objections.

By the adoption of this Chapter, the Village expressly waives all objections it has or may have to the legal rights of the Grantee to attach its cables, equipment, and transmission lines to the poles of the Village, pursuant to an agreement or to the poles of the public utilities and the authority of such public utilities to grant such right to the Grantee.

Sec. 9-3-26 Grantee Without Recourse.

A Grantee shall have no recourse whatsoever against the Village for any loss, cost or expense, or damage arising out of any provisions or requirements of a Franchise or because of the enforcement thereof by the Village, or for the failure of the Village to have authority to grant all or any part of the Franchise. Grantee expressly acknowledges that in accepting any Franchise it does so relying on its own investigation and the understanding of the power and authority of the Village to grant the Franchise. By accepting a Franchise, a Grantee acknowledges that it has not been induced to enter in to the Franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village or by any other third person concerning any term or condition of the Franchise not expressed herein. The Grantee further acknowledges by acceptance of the Franchise that it has carefully read the terms and condition hereof, and is willing to and does accept all the risks of the meeting of such terms and conditions and agrees that in the event of any ambiguity therein or in the event of any dispute over the meaning thereof the same shall be construed strictly against the Grantee and in favor of the Village.

Sec. 9-3-27 Work Performed by Others.

- (a) A Grantee shall give prior notice to the Village specifying the names and addresses of any entity, other than the Grantee, that performs services pursuant to the Franchise, provided, however, that all provisions of the Franchise remain the responsibility of the Grantee.
- (b) All provisions of any Franchise shall apply to any subcontractor or other performing any work or services pursuant to the provisions of the Franchise.

Sec. 9-3-28 Contest of Validity.

Grantee agrees by acceptance of a Franchise that it will not at any time set up against the Village in a claim for proceeding any condition or term of the Franchise as unreasonable, arbitrary or void, or that the Village had no proper authority to make such term or condition, but shall be required to accept the validity of the terms and conditions of the Franchise in their entirety.

Sec. 9-3-29 Violations.

- (a) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the Company's Community Antenna System within this City for the purpose of enabling himself or other to receive any television signal, radio signal, picture, program or sound, without payment to the Company.

- (b) It shall be unlawful for any person, without the consent of the Company, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, picture, programs or sound.

Sec. 9-3-30 Penalties.

Any person, firm, group, company, corporation, governmental body or agency convicted of violating or failing to comply with any of the provisions of Sections 9-3-10 and 9-3-29 and or shall be subject to a forfeiture for each day of violation or failure to comply, not less than Two Hundred Dollars (\$200.00) and not to exceed Five Hundred Dollars (\$500.00), together with the cost of such prosecution.

Sec. 9-3-31 Level Playing Field.

The Village shall not grant any overlapping franchise for cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the Village.

Sec. 9-3-32 Franchise Fees.

- (a) A Grantee of a franchise hereunder shall pay to the Grantor a fee in an amount one percent (1%) of the Grantee's gross revenues. Such payment shall commence as of the effective date of the franchise or any renewal date. The Grantor, on an annual basis, shall be furnished a statement within forty-five (45) days of the close of the calendar year, either audited and certified by an independent Certified Public Accountant or certified by a financial officer of the Grantee, reflecting the total amount of the revenue and all payments deductions and computations for the period covered by the payment. Upon ten (10) days' prior written notice, the Grantor shall have the right to conduct an independent audit of the Grantee's records, in accordance with generally accepted accounting principles.
- (b) No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a franchise fee under this Section or for the performance of any other obligations of the Grantee.
- (c) The franchise fee shall be paid on an annual basis according to the following schedule: Revenues for January through December shall be paid by March 31 of each calendar year.

Sec. 9-3-33 Conflicting Ordinances.

Ordinances or parts of ordinances in conflict with the above Chapter are hereby repealed.

Title 9 ► Chapter 4

Natural Gas

9-4-1 Natural Gas Franchise

Sec. 9-4-1 Natural Gas Franchise.

- (a) The Village of Shiocton, Outagamie County, Wisconsin, does hereby grant to Wisconsin Gas Company (herein called "the Company"), a corporation organized and existing under the laws of the State of Wisconsin, its successors and assigns, upon the conditions hereinafter set forth, the exclusive right, authority and permission to construct, maintain, operate, enlarge and repair in the Village of Shiocton, a system for the furnishing and distribution of natural gas and natural gaseous fuels, and to use the highways, roads, streets, alleys, lanes, boulevards, parks, public ways, public grounds and bridges in said Village, for constructing, maintaining, operating, enlarging and repairing its transmission and distribution pipe lines with all the necessary, usual or convenient manholes, valves, passage ways and appurtenances for the purpose of supplying and selling natural gases and natural gaseous fuels to said Village, and its residents and to any building, structure, factory, processing plant, industry or public or private house or any gas user therein.
- (b) One of the conditions of granting this franchise is that the Company shall restore the surface of the highways, roads, streets, alleys, lanes, boulevards, parks, public ways, public grounds and bridges in the Village of Shiocton to the same condition they were in prior to the commencement of the construction, maintenance, enlargement and repair of its transmission and distribution pipe lines.
- (c) This franchise is granted subject to the restrictions and conditions contained in applicable Sections of the Wisconsin Statutes, and further subject to such rules and regulations as the Village Board of said Village of Shiocton may by ordinance from time to time prescribe.
- (d) This franchise shall be void and shall expire if the Company shall not have obtained from the Public Service Commission of Wisconsin within two (2) years from the date of publication of this Chapter (11/20/67) a certificate authorizing it to transact such public utility business and to construct and operate the above described gas distribution system in said Village of Shiocton.