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Chapter 30

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ARTICLE I. IN GENERAL

Secs. 30-1--30-30. Reserved.

ARTICLE II. COMMUNITY TV SYSTEM

Sec. 30-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community Antenna System means an arrangement or combination of apparatus whereby broadcast television signals are received at one or more towers, antennae, or other devices and for a consideration transmitted by means of coaxial cable or other suitable conductor to two or more television sets located on premises other than the premises occupied by such tower, antenna or device.

Operator means Charter Communications, Inc., and its successors and assigns. The Village has approved the legal, character, financial, technical, and other qualifications of the operator and operator's system construction and extension arrangements as part of a full public proceeding affording due process.

Street means and includes all public streets, alleys, boulevards, parkways, footwalks, sidewalks, carriageways, highways, roads, and their unimproved rights-of-way, located in the Village, now existing or heretofore or hereafter acquired or created or dedicated in the Village, and shall also mean easements owned by the Village for any purpose, or in or over any real estate in the Village.

(Code 1970, § 8.01(1))

Cross references: Definitions generally, § 1-2.

Sec. 30-32. Prohibited Use of Streets.

No person, firm or corporation shall use the streets of the Village for or in connection with

the operation of a community antenna system except as permitted in this article.

(Code 1970, § 8.01(2))

Sec. 30-33. Penalties.

Any operator who violates any provisions of this article, or fails to comply therewith, shall, after 30 days' written notice of such violation or failure without remedying same, be subject to Section 1-8.

(Code 1970, § 8.01(7))

Sec. 30-34. Grant of Permission.

Any person, firm or corporation may install cables for the transmission of television signals in the operation of a community antenna system under or over streets in the Village under the following restrictions and subject to the following conditions:

- (1) Such person, firm or corporation shall, prior to installation of cables, sign and file with the Village Clerk, a written agreement on a form provided by such Clerk, to abide by and conform to all of the provisions of, and to make all of the payments required by this article and any amendments or modifications thereof and supplements thereto.
- (2) Such cables shall be installed only on such streets, on such poles, at such height or location and in such manner as shall be approved by the Village Board. The Clerk shall give interested persons and corporations at least five days' prior notice of the meeting at which such installations and locations will be acted upon. All interested persons present shall be given an opportunity to be heard at such meeting.
- (3) Such person, firm or corporation shall indemnify and save the Village and its agents and servants harmless from all and any claims, damages and costs, including attorneys fees, or investigation and litigation of claims

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and suits thereon, which shall arise from or are based upon such use of public streets or installation of cables and equipment, or alleged to be so, whether or not such claims are groundless. In order to secure performance hereof, such operator shall obtain, and at all times keep in force, a public liability policy of insurance, insuring such operator and the Village against any and all hazards of liability arising from such operation, with limits or liability of not less than \$100,000.00 property damage, \$250,000.00 for any one person, and \$500,000.00 for any one accident, act omission or occurrence. Such policies of insurance, certified or duplicate copies thereof, or satisfactory proof thereof, shall be filed with the Village Clerk prior to commencement or continuance of such use.

(4) While so using the streets of the Village, and as a condition to the continuation of use thereof, such operator shall charge users fair and reasonable rates and will file with the Village, and keep on file, a complete schedule of rates charged to such users. The Village shall have the right to reject any rates to be charged and so filed which are not fair and reasonable.

(5) All installations by the operator of cables and incidental equipment shall comply in all respects with all laws, ordinances, rules and regulations of the State or any agency or department thereof and of the Village or any agency or department thereof, now or hereafter in effect, and the laws of the United States and the rules and regulations of the Federal Communications Commission.

(6) The operator shall provide and maintain its equipment in such condition and of such quality so that none of its services to its patrons will be adversely affected or will adversely affect other radio and television users so far as available materials,

installations and equipment will permit.

(7) Upon request of the Village President, the operator shall file with the Village Clerk, within 30 days, an annual financial statement, FCC Form 395, filed with the Federal Communications Commission. Such statement shall be confidential and, except with the consent of the operator, shall be open for review only by the Board unless it becomes material in any judicial proceedings, whereupon it may be introduced in evidence therein.

(8) If technically and legally possible, Charter Communications, Inc., its successors and assigns, shall extend to the Village at least the same television stations as are extended to the City of Wausau, City of Mosinee, Village of Rothschild, and other local municipalities.

(Code 1970, § 8.01(3))

State law references: Franchises to use state trunk highway, Wis. Stats. §84.08; municipalities to regulate utilities, Wis. Stats. §196.58.

Sec. 30-35. Fees.

The operator of the community TV system under this article shall not collect fees from patrons for more than one year in advance.

(Code 1970, § 8.01(4))

Sec. 30-36. Franchise.

(a) *Term of Franchise.* The rights granted by this authorization shall be in full force and effect for a period of 15 years from the date of initiation of TV service subject to negotiation.

(b) *Franchise Assignment Limited.* The operator of the community TV system under this article shall notify the Village of any assignment, transfer or sublease of any of the privileges or

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rights described in this section, in writing. The Village may deny or permit such assignment at its discretion.

(Code 1970, § 8.01(5))

Sec. 30-37. Unauthorized Connections or Modifications.

It shall be unlawful for any person, without the expressed consent of the operator of the community TV system, to make or possess any connection, extension or division, whether accomplished physically, acoustically, inductively, electronically or otherwise, with, or to, any segment of the operator's cable television distribution system, for any purpose whatsoever. It shall be unlawful for any person to willfully interfere or tamper with, remove, obstruct, or damage any part, segment, section, cable, wire, or device associated with the operator's cable television distribution system. It shall be unlawful for any person to possess, use, sell, lease, rent or in any way make available to others, any of the operator's pay television programming, without the operator's expressed authorization. Any person convicted of a violation of this section shall for each offense and for each 24-hour period an offense continues after notification or discovery forfeit a sum of not less than \$100.00 or more than \$500.00, in addition to the cost of prosecution and the cost of repairing the damage.

(Code 1970, § 8.01(6))

Sec. 30-38. Transfer of Ownership.

No operator of the community TV system shall transfer ownership of such operations, or dissolve or discontinue operations, or if a corporation, permit the transfer of more than 30 percent of its shares of stock, except by death, within any calendar year except upon 40 days' written notice to the Village directed to the Village Clerk thereof.

(Code 1970, § 8.01(8))

Sec. 30-39. Unlawful Use of Facilities.

Any operator of the community TV system who shall make use of Village streets or poles or other structure for operation of a community antenna system or continue use without complying with this article shall be subject to Section 1-8.

(Code 1970, § 8.01(9))

Sec. 30-40. Supervision.

The operations under this article shall be supervised by the Village Board. The Clerk shall exercise primary responsibility for the continuing administration of this article.

(Code 1970, § 8.01(10))

Sec. 30-41. System Expansion.

After public notice has been given of a system extension policy, the operator of the community TV system, whenever it shall receive a request for service from at least ten residences within 1,320 cable feet of its distribution system, shall extend its system to such residence at no cost to the residence for system extension other than the usual connection fees for all subscribers, provided that such extension is technically and physically feasible. The 1,320-foot measurement shall be measured in extension length of the operator's cable required for service located within the public way or easement and shall not include length of necessary service drop to the residences.

(Code 1970, § 8.01(12))

Sec. 30-42. Complaint Procedure.

Persons residing within the Village who allege the operator of the community TV system has failed to comply with the provisions of this article may, in writing, notify the Village Clerk, making specific allegations. The Clerk may then place the allegations on the agenda of the next Board meeting, and give notice to the complainant and the operator of the time and place of the Board meeting. The operator shall notify each subscriber at the time of initial subscription to the service of the operator of

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this procedure for reporting and resolving such complaints.

(Code 1970, § 8.01(13))

Sec. 30-43. Local Office.

The operator of the community TV system shall maintain a local area office or agent which subscribers may telephone during regular business hours without incurring any toll charges, so that cable maintenance service shall be promptly available.

(Code 1970, § 8.01(14))

Sec. 30-44. FCC Regulations.

This article shall be subject to and controlled by the laws of the United States and the rules and regulations of the Federal Communications Commission and any applicable state laws pertaining to community antenna systems, cablevision, television and the transmission of television signals.

(Code 1970, § 8.01(15))

Sec. 30-45. Termination by Board of Use of Streets/Poles.

The Village may terminate the use of the streets and/or Village poles or any one or more of them by any operator of the community TV system, at any time by resolution of the board, and six months' notice thereof to the operator, provided that in case of emergency or as a measure to safeguard the health, safety or welfare of the Village or any of its inhabitants, the Board may prescribe a shorter time. If removal is not made by the operator in the time required, or in case of emergency, the board may cause the same to be removed at the operator's expense without notice. The operator shall furnish a letter of guaranty to ensure its performance hereof.

(Code 1970, § 8.01(16))

Sec. 30-46. Consumer Rates.

Rates may be increased, provided that the operator of the community TV system shall

give the Clerk written notice of the increase not less than 90 days in advance of the effective date thereof. The Board shall give public notice of the proposed rate increase, and thereafter may hold a public hearing at which an interested person, including the operator, may appear and give evidence. The pendency of the proceeding shall not prevent the proposed rate increase from going into effect as scheduled, provided that if the Board establishes rates different from those proposed by the operator, the different rates shall be from the first day of the month following the date of the board's action, and shall be the maximum rates which may be charged until such rates are changed according to the procedures established in this section. Board approval of rate increases shall not be unreasonably withheld; failure to issue a decision within 60 days of the public notice shall be deemed an approval of such increase. Nothing contained in this section shall prevent the operator from challenging before any government agency or court of appropriate jurisdiction, the reasonableness of any action by the board in fixing maximum rates different from those initially set by the operator.

(Code 1970, § 8.01(17))

Sec. 30-47. Effective Date.

This article shall be in full force and effect from and after its passage and publication.

(Code 1970, § 8.01(19))

Sec. 30-48. Covenant Required.

Before using any streets of the Village and as a condition to continuing any use now being made of such streets by any operator, such operator shall execute and file with the Village a covenant in the following form:

COVENANT

In consideration of the use by Charter Communications, Inc., its successors and assigns, of streets in the Village of Kronenwetter, Marathon County, Wisconsin, for the operation of a Community Antenna System pursuant to and in accordance with the

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provisions of the Ordinance relating to Community Television Systems of said Village, and amendments and modifications thereof and supplements thereto;

Charter Communications, Inc., its successors and assigns, does hereby covenant and agree to indemnify and save harmless the Village of Kronenwetter, its agents and servants and employees, from any and all claims, damages and costs, including attorneys fees, of investigation and litigation of claims and suits thereon, which shall arise from or alleged to have arisen from, or are based upon such use of public streets by Charter Communications, Inc., its successors and assigns, whether or not such claims are groundless; and

Charter Communications, Inc., its successors and assigns, does further agree and covenant to abide by and conform to all the provisions, conditions and restrictions of such Ordinance, and any amendments thereof and supplements thereto, to make the payments, furnish the insurance, furnish the information and conform to the regulations established thereunder, as therein required, so long as the undersigned shall make such use of such streets; and

Charter Communications, Inc., its successors and assigns, warrants that to the extent practical, taking into consideration technical and financial feasibility, it shall provide cable television services to the residents of the Village of Kronenwetter, equivalent to services provided on its Wausau area cable system.

This covenant shall be in full force and effect from and after its passage and publication.

(Code 1970, § 8.01(11))