

## CHAPTER 13

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**CHAPTER 13**

**ORDINANCE NO. 155**

AN ORDINANCE GRANTING A FRANCHISE TO DD CABLE HOLDINGS, INC. D/B/A MIDWEST CABLEVISION (MIDWEST), A WISCONSIN CORPORATION, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE VILLAGE OF BELMONT; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENAL TIES FOR THE VIOLATION OF ITS PROVISIONS

The Village Board of the Village of Belmont ordains:

**STATEMENT OF INTENT AND PURPOSE**

The Village intends, by the adoption of this Franchise, to bring about the development of a Cable Communications System, and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of many.

**FINDINGS**

In the review of the Renewal Proposal and application of DD Cable Holdings, Inc. d/b/a Midwest Cablevision ("Grantee"), and as a result of a public hearing, the Village Board makes the following findings:

1.) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

2.) Grantee's plans for constructing, upgrading, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

3.) The Franchise granted to Grantee by the Village complies with the existing applicable state and federal laws and regulations.

**SECTION 1.**

**SHORT TITLE AND DEFINITIONS**

1.) Short Title. This Franchise shall be known and cited as the Cable Communications Franchise.

2.) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

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- (a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).
- (b) "Village" means Village of Belmont, a municipal corporation, in the State of Wisconsin, acting by and through its Village Board.
- (c) "Village Board" means the Belmont, Wisconsin Village Board.
- (d) "Cable Communications System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, Converters, equipment, or facilities located in Village and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and other forms of electronic signals in Village. System as defined herein shall not be inconsistent with the definition as set forth in 47 D.S.C. § 522(6) (1993).
- (e) "Cable Programming Service" means any video programming provided over a cable system, regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:
- (1) Video programming carried on the Basic Service Tier;
  - (2) Video programming offered on a pay-per-channel or pay-per-program basis; or
  - (3) A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service:
    - a. consists of commonly-identified video programming; and
    - b. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) (1993) and 47 C.F.R. 76.901(b) (1993).

- (f) "Cable Communications Service" means the provision of television reception, communications and/or entertainment services distributed over a Cable Communications System. This definition shall not include telecommunications services regulated pursuant to Wisconsin Statutes Section 196.01 et seq.
- (g) "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Cable Communications

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Services which the Subscriber is lawfully authorized to receive.

(h) "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.

(i) "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(j) "Grantee" is DD Cable Holdings, Inc. d/b/a Midwest Cablevision, its agents and employees, lawful successors, transferees or assignees.

(k) "Gross Revenues" means all revenue received from Cable Communications Service directly by the Grantee from the operation of its System within Village including but not limited to Basic Cable Service fees, Cable Programming Service fees, Pay Television fees, Installation and reconnection fees, upgrade and downgrade fees, Converter rental, Lockout Device fees, or other services. The term Gross Revenues shall not include franchise fees, advertising revenues, late fees, any fees itemized and passed through as a result of franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

(l) "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.

(m) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.

(n) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

(o) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

(p) "Standard Installation" means any residential installation which can be completed using a Drop of one hundred fifty (150) feet or less.

(q) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Village.

(r) "Subscriber" means any Person who lawfully receives Cable Television Service. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

**SECTION 2.**

**GRANT OF AUTHORITY AND GENERAL PROVISIONS**

1.) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable Communications System in Village unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid Franchise. It shall also be unlawful for any Person to provide Cable Television Service in Village unless such Person shall have first obtained and shall currently hold a valid Franchise. All Cable Communications Franchises granted by Village shall contain the same substantive terms and conditions.

2.) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

3.) Grant of Nonexclusive Authority.

(a) The Grantee shall have the 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 Village, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Village of a Cable Communications System as herein defined. The Cable Communications System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent it is technically and economically feasible to do so.

(b) This Franchise shall be nonexclusive, and Village reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise, provided, however, that any additional Franchises granted shall contain the same substantive terms and conditions as this Franchise.

(c) Grantee shall have the authority to use Village easements, public rights-of-way; Streets and other conduits for the distribution of Grantee's System. The Village may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(d) If at any time during the period of this Franchise Village shall elect to alter, or change the grade or location of any Street, alley or other public way or shall otherwise reasonably determine that public health, safety or welfare is adversely affected, the Grantee shall, at its own expense, upon reasonable notice by Village, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of Village. If Village reimburses other occupants of the Street, Grantee shall be likewise reimbursed..

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4.) Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided.

5.) Previous Franchises. Upon acceptance by Grantee as required by Section 11 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable Communications System within Village. Ordinance No. 87-1 is hereby expressly repealed.

6.) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Wisconsin, Village, or any other body having lawful jurisdiction thereof.

7.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of Village, as it exists from time to time. In the event of annexation by Village, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

8.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or Village's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Village:	Village of Belmont Belmont Village Hall Belmont, Wisconsin 53510 Attn: Village Clerk
With copies to:	Stephen R. Buggs, Esq. Village Attorney Belmont Village Hall Belmont, Wisconsin 53510
If to Grantee:	InterMedia Partners II, L.P. 4062 West County Road 42 Savage, Minnesota 55378 Attn: Regional Manager
With copies to:	Larkin, Hoffman, Daly & Lindgren, Ltd. 1500 Norwest Financial Center 7900 Xerxes Avenue South Bloomington, Minnesota 55431 Attention: Jane E. Bremer, Esq.

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InterMedia Partners  
424 Church Street  
Suite 1600  
Nashville, TN. 37219  
Attn: Legal Department

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

9.) Drops to Public Buildings. Grantee shall provide Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to the following institutions and such other public or educational institutions located within one hundred fifty (150) feet of the System which Village may designate:

### VILLAGE TO PROVIDE ADDRESS LIST

No redistribution of the free Basic Cable Service provided pursuant to this Section shall be allowed. Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's standards and provided that any fees for Cable Communications Services are paid. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by Village. Grantee shall have one (1) year from the date of Village Board designation of additional institution(s) to complete construction of the Drop and outlet.

## SECTION 3.

### CONSTRUCTION STANDARDS

- 1.) Construction Codes and Permits.
  - (a) Grantee shall obtain all necessary permits from Village before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within Village. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in Village and give due consideration at all times to the aesthetics of the property.
  - (b) The Village shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.
- 2.) Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement,

relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by Village in the case of Streets and other public property. If Grantee shall fail to promptly perform the restoration required herein, Village shall have the right to put the streets, public, or private property back into good condition. Village reserves its rights to pursue reimbursement for such restoration from Grantee.

3.) Building Movers. The Grantee shall, on request of any Person holding a moving permit issued by Village, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

4.) Tree Trimming. The Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Village so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

5.) No Waiver. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

6.) Undergrounding of Cable.

(a) In all areas of Village where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe.

(b) In any area of Village where there are certain cables, wires and other like facilities of a public utility underground and at least one operable cable, wire or like facility of a public utility suspended above the ground from poles, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

(c) Grantee shall be granted access to any easements which are under the control of the Village and which are granted to a public utility, municipal utility or utility district in any areas annexed by Village or new developments.

7.) Erection, Removal and Joint Use of Poles. No poles, conduits, or other wire-holding structures shall be erected or installed by the Grantee without prior approval of Village with regard to location, height, type and other pertinent aspects;

8.) Safety Requirements.

(a) The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.



(b) The Grantee shall install and maintain its System wires, cables, fixtures and other equipment in accordance with the requirements of the National Electric Safety Code and all FCC, state and local regulations, and in such manner that they will not interfere with any installations of Village or of any public utility serving Village.

(c) All System structures and all System lines, equipment and connections in, over, under and upon the Streets, sidewalks, alleys, and public ways and places of Village, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any Person.

#### **SECTION 4.**

#### **DESIGN PROVISIONS**

1.) Minimum Channel Capacity. Grantee shall provide a System which utilizes 550 Mhz equipment and which is capable of delivering a minimum of sixty (60) channels within five (5) years of the Effective Date of this Ordinance.

2.) Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice in accordance with Section 2.8 herein and shall occur during periods of minimum use of the System.

3.) Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to cable communications systems pursuant to the Federal Communications Commission's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4.) Special Testing. Village may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The Village shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The Village shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, Village wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by Village. In the event that special testing is required by Village to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's reasonable control. If the testing reveals the

difficulties to be caused by factors which are beyond Grantee's reasonable control then the cost of said test shall be borne by Village.

5.) FCC Reports. The results of tests required to be filed by Grantee with the FCC shall also be copied to Village upon request.

6.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

## SECTION 5.

### SERVICES PROVISIONS

1.) Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Communications Services within Village. Grantee shall have the right to market its cable services door-to-door during reasonable hours consistent with local ordinances and regulation.

2.) Subscriber Inquiry and Complaint Procedures.

(a) Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.

(b) Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the Federal Communications Commission at 46 C.F.R. § 76.309.

(c) Subject to the privacy provisions of 47 U.S.C. §.521 et seq. (1993), Village and Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee.

3.) Refund Policy. In the event a Subscriber established or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

**SECTION 6.**

**GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1.) Franchise Fee.

(a) Grantee shall pay to City an annual franchise fee equaling three percent (3%) of Grantee's annual Gross Revenues. Any payments which become due under this Section shall be payable quarterly. The payment shall be made within ninety (90) days of the end of each of Grantee's fiscal quarters, together with a brief report showing the basis for the computation.

(b) City may elect to increase the franchise fees up to a maximum of five percent (5%) of Grantee's annual Gross Revenues by providing Grantee with ninety (90) days prior written notice. Grantee shall have the right to itemize and pass through the franchise fee to its Subscribers.

2.) Performance Bond.

(a) At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with Village, the Grantee shall furnish a bond to Village in the amount of Ten Thousand Dollars (\$10,000) in a form and with such sureties as reasonably acceptable to Village. This bond will be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise. Village may, from year to year, in its sole discretion, reduce the amount of the bond.

(b) The time for Grantee to correct any violation or liability, shall be extended by Village if the necessary action to correct such violation or liability is of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.

(c) In the event this Franchise is canceled by reason of default of Grantee or revoked, Village shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by Village pursuant to said default or revocation. Grantee, however, shall be entitled to the return of such performance bond, or portion thereof, as remains at the expiration of the term of the Franchise.

3.) Insurance.

(a) Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy coverage, in protection of Village in its capacity as such. The policies of insurance shall be in the sum of not less than Three

Hundred Thousand Dollars (\$300,000) for personal injury or death of anyone Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in anyone occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to anyone person and One Million Dollars (\$1,000,000) for property damage resulting from anyone act or occurrence.

(b) The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Grantee shall file and shall maintain on file a certificate of insurance with the Village evidencing the continued existence. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days' advance written notice have been provided to Village.

## SECTION 7.

### SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1.) Village's Right to Revoke.

(a) In addition to all other rights which Village has pursuant to law or equity, Village reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by 9.2 herein, it is determined that:

(1) Grantee has violated any material provision of this Franchise; or

(2) Grantee has attempted to evade any of the material provisions of the Franchise; or

(3) Grantee has practiced fraud or deceit upon Village or Subscriber.

(4) Village may revoke this Franchise without the hearing required by 9.2 herein if Grantee is adjudged a bankrupt.

2.) Procedures for Revocation.

(a) Village shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together with the notice required herein, Village shall provide Grantee with written findings of fact which are the basis of the revocation.

(b) Grantee shall be provided the right to a public hearing affording due process before the Village Board prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (A) above. Village shall

provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) After the public hearing and upon written determination by Village to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

(d) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

(e) Upon satisfactory correction by Grantee of the violation upon which said notice was given as determined in the Village's sole discretion, the initial notice shall become void.

3.) Sale or Transfer of Franchise. Grantee shall at all times comply with the provisions of Wisconsin Statutes, Section 66.082(5), as may be amended from time to time, regarding the sale or transfer of the Franchise, which is incorporated herein by reference.

## SECTION 8.

### PROTECTION OF INDIVIDUAL RIGHTS

1.) Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age. Grantee shall comply at all times with all other applicable federal, state, and Village laws, and all executive and administrative orders relating to nondiscrimination.

2.) Subscriber Privacy.

(a) No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which shall be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, or any other means, including but not limited to lists of the names and addresses of such Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to

the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available.

(c) Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in paragraph (b) of this Section.

## SECTION 9.

### UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1.) Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System.

2.) Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or government body or agency to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

3.) Penalty. Any firm, Person, group, company, corporation or government body or agency found guilty of violating this section may be required to pay a forfeiture of not more than Two Hundred Dollars (\$200.00) plus all applicable court costs or be imprisoned in the county jail not to exceed ten (10) days for failure to pay such forfeiture and costs.

## SECTION 10.

### MISCELLANEOUS PROVISIONS

1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.

2.) Amendment of Franchise Ordinance. Grantee and Village may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 10.4 or at any other time if Village and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Village shall act pursuant to local law pertaining to the ordinance amendment process.

3.) Administration of Franchise. The Village Administrator or other Village designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The Village may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

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4.) Periodic Evaluation. The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions shall apply:

(a) The Village may require an evaluation session eight (8) years from the Effective Date of this Franchise and upon thirty days written notice to Grantee. All evaluation sessions shall be open to the public and notice of sessions published in the same way as a legal notice.

(b) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics Village and Grantee deem relevant.

(c) As a result of a periodic review or evaluation session, Village and Grantee may develop such changes and modifications to the terms and conditions of the Franchise as are mutually agreed upon.

5.) Citizens Advisory Board. The Village may appoint a citizen advisory body to monitor the performance of the Grantee pursuant to the Franchise and advise Village of same.

**SECTION 11.**

**PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1.) Publication: Effective Date. This Franchise shall be published in accordance with applicable Wisconsin law. The Effective Date of this Franchise shall be the date of acceptance by Grantee.

2.) Acceptance.

(a) Grantee shall accept this Franchise within sixty (60) of its enactment by the Village Board, unless the time for acceptance is extended by Village. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

(b) Grantee shall accept this Franchise in the following manner:

(1) This Franchise will be properly executed and acknowledged by Grantee and delivered to Village.

(2) With its acceptance, Grantee shall also deliver the performance bond and insurance certificate required herein that have not previously been delivered.