

## CHAPTER 8

### CABLE TELEVISION

- 8.01 Short Title
- 8.02 Definitions
- 8.03 Grant of Authority
- 8.04 Term of Franchise
- 8.05 Indemnification & Insurance
- 8.06 Company Rules
- 8.07 Conditions on Street Occupancy
- 8.08 Village Rights in Franchise
- 8.09 Rates
- 8.10 Assignment
- 8.11 Penalties
- 8.12 Binding Effect
- 8.13 Waiver of Objections
- 8.14 Taxation
- 8.15 Separability

#### 8.01 – SHORT TITLE

This ordinance shall be known and may be cited as the “Closed Circuit Television Franchise Ordinance”.

#### 8.02 – DEFINITIONS

For the purpose of this Ordinance, 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.

- (1) **Village**. The Village of Cassville, a municipal Corporation of the State of Wisconsin, in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- (2) **Company**. The person or corporation to whom or which a franchise under this ordinance is granted by the Village Board and the lawful successors or assignees of said person or corporation.
- (3) **Board**. The present governing body of the Village or any future Board constituting the legislative body of the Village.

- (4) **Subscriber.** Any person or entity receiving for any purpose the services of the company herein.
- (5) **Community Antenna Television System.** Coaxial cables, wave guides or other conductors and equipment for providing television service by cable or through its facilities as herein contemplated and shall include closed-circuit special event programs and education television.
- (6) **Street.** The surface of, and the space above and below any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway or drive, now hereafter existing as such within the Village.

### **8.03 – GRANT OF AUTHORITY**

The Village hereby grants to Company the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under its streets, alleys, public ways, places, easements and properties now laid out or dedicated, and all extensions thereof, and additions thereto, the company's poles, wires, towers, cables, underground conduits, manholes, electronic conductors, and other fixtures necessary for the maintenance and operation of a Community Antenna Television System and for Closed Circuit cable service, for special event programming and educational television.

### **8.04 – TERM OF FRANCHISE**

This franchise shall continue in force and effect for a period of 15 years for the date of adoption of this ordinance, amending the original franchise, provided, however, that if the company shall fail to provide reception of the signal from the television station known as WGN-TV as a part of the regular service provided by the Company to the Subscriber within ninety days after the effective date of this ordinance, the Village shall have the option to declare this ordinance amending the original franchise ordinance null and void and the term of the franchise shall revert to the term provided in the ordinance adopted April 4, 1966.

### **8.05 – INDEMNIFICATION AND INSURANCE**

Company agrees to indemnify and save the Village harmless from all loss sustained because of any suit, judgment, execution, claim or demand whatsoever, resulting from the construction, operation or maintenance of its Community Antenna Television System in the Village. The Village shall notify the Company within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the Village, as aforesaid, on the part of the Company. The Company shall furnish to the Village before this franchise becomes effective, satisfactory evidence in writing that the Company has in force and will maintain in force during the term of this franchise public liability insurance of not less than \$100,000 for bodily injury or death of any one person and \$500,000 for bodily injury or death of two or more persons in any one occurrence and \$100,000 for damage to property resulting from any one occurrence.

## 8.06 – COMPANY RULES

The Company 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 the company to exercise its rights and perform its obligations under this Franchise, and to assure uninterrupted service to each and all of its subscribers. Provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or of laws of the State of Wisconsin.

## 8.07 – CONDITIONS ON STREET OCCUPANCY

- (1) **Use.** All transmission and distribution structures, lines and equipment erected by the Company 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 reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.
- (2) **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall first give notice to the Chairman of the Street Committee of the Village of any contemplated disturbances of pavement, sidewalk, driveway or other surfacing and shall thereafter, at its own cost and expense, and in a manner approved by the Chairman of the Street Committee, replace and restore all pavement, sidewalk, driveway or other surface of any street or alley disturbed, in as good condition as before said work was commenced. The Company shall otherwise comply with the Village ordinances relating to street openings.
- (3) **Relocation.** In the event that at any time during the period of this Franchise the Village shall lawfully elect to alter or change the location or the grade of any street, alley or other public way, the Company, 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. In the event of any construction by the Company in violation of the provisions of Subsection (1) of this section, the Company shall likewise, upon reasonable notice by the Village, remove relay and relocate its property in such a manner as to remedy such violation and at its own expense.
- (4) **Placement of Fixtures.** The Company shall not place poles or other fixtures where the same will interfere with any gas, electric, telephone or other fixtures, water hydrant, or main, and all such poles or other fixtures placed in any street shall be placed between the other edge of the sidewalk and the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways. However, nothing herein contained shall prohibit the use by the Company of existing public utility poles where practical, providing mutually satisfactory rental agreements can be entered into the Company.

- (5) **Temporary Removal of Wire for Building Moving.** The Company 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 removal, raising or lowering of wires shall be paid by the person requesting the same, and the company shall have the authority to require such payment in advance. The company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.
- (6) **Tree Trimming.** The Company shall have the authority, to the same extent that the Village has such authority, to trim trees upon and over-hanging 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 Company.

## **8.08 – VILLAGE RIGHTS IN FRANCHISE**

- (1) **Village Rules.** The right is hereby reserved to the Village to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable, and not be in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Wisconsin.
- (2) **Use of System by Village.** The Village shall have the right, during the term of this Franchise, free of charge, where aerial construction exists, of maintaining upon the poles of the company 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 Company and in accordance with its specifications.
- (3) **Inspection.** The Village shall have the right to inspect all construction or installation work during such construction or installation or any time after completion thereof, in order to insure compliance with the provisions of this ordinance and all other governing ordinances.

## **8.09 – RATES**

Rates charged by the Company for service hereunder shall be fair and reasonable; the Company shall not engage, directly or indirectly, in any sales or service of individual television sets. Before any service is sold to any customer the Company shall file with the Village Clerk its schedule of rates for installation and monthly service charges, together with a statement of the rights and obligations of subscribers. Such schedule of rates as initially filed shall be the following:

For installation or service: \$15  
Monthly service charge: \$5

Subsequent additions or amendments to rates and service charges shall likewise be filed with the Village Clerk before same become effective.

#### **8.10 – ASSIGNMENT**

The Franchise or privilege granted hereunder shall be fully and freely assignable. However, no assignment to any person, firm or corporation shall be effective until the assignee has filed with the office of the Village Clerk an instrument, duly executed, reciting the fact of such assignment, accepting the terms of this Franchise, and agreeing to perform all of the conditions thereof.

#### **8.11 – PENALTIES**

Any violation by the Company, its vendee, lessee or successor, of the provisions of this Franchise or any material portion or portions thereof, or the failure promptly to perform any of the provisions thereof, shall, after prior written notice is given to the Company requesting performance, because for the forfeiture of this Franchise by the Village, and cancellation of all rights hereunder.

#### **8.12 – BINDING EFFECT**

This ordinance shall not take effect until its acceptance by the Company, which acceptance shall be filed in writing with the Village within thirty (30) days from the adoption hereof. No village ordinance or resolution shall be enacted during the term hereof which shall alter, amend, repeal, impair or in any manner affect the purpose, intent and the obligation of this ordinance, it being the express intent hereof that when the terms of this ordinance are accepted by the Company, said ordinance and acceptance in writing shall for a valid and binding contract upon both the Village and the Company.

#### **8.13 – WAIVER OF OBJECTION**

By the adoption of this ordinance the Village hereby expressly waives any and all objections it has or may have to the legal rights of the Company 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 to the authority of said public utilities to grant said right to the Company.

#### **8.14 – TAXATION**

During the effective term of this contract, the Village expressly agrees that it will not enact any ordinance or adopt any resolution, which will impose a discriminatory tax on the Company, except that said Company shall be subject to general taxation.

### **8.15 - SEPARABILITY**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

### **8.16 – FRANCHISE FEE**

During the entire term of this Franchise, the Company shall pay to Village of Cassville annually commencing January 15, 1981, an amount equal to 3% of the Company's revenues for the preceding calendar year from basic subscriber services. In addition to the 3% of basic subscriber service revenues, the Company shall also pay 1% of the net revenues generated by Pay Television services. The Company shall provide verification upon request from the Village.