

CHAPTER 19- CABLE TV

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19.01 DEFINITIONS

- (1) ADDITIONAL AND AUXILIARY SERVICE. Service other than service provided by the Grantee to the Subscriber on a monthly basis and for which the Subscriber pays a set fee.
- (2) AFFILIATE. When used in relation to Grantee, means another person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with the Grantee.
- (3) BASIC CABLE is the lowest priced tier of service that includes the retransmission of local broadcast television signals.
- (4) BROADBAND TELECOMMUNICATIONS NETWORK (BTN). Hereinafter referred to as "System." Any network of cables, optical, electrical or electronic equipment, including cable television systems, used for the purpose of transmission of electrical impulses of television, radio and other intelligences, either analog or digital, for sale or use by inhabitants of the Village.
- (5) CABLE ACT. Collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996.
- (6) CABLE SERVICES.
 - (A) The one-way transmission to Subscribers of
 - (i) Video programming, or
 - (ii) Other programming services, and
 - (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (7) CABLE SYSTEM. A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include
 - (A) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
 - (B) A facility that serves Subscribers without using any Public Way;
 - (C) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; or
 - (D) An open video system that complies with Section 653 of Title VI of the Communications Act of 1934.
- (8) CABLE TELEVISION CHANNEL. A frequency band 6 MHz in width within which a standard television broadcast signal is delivered by cable to a subscriber terminal.

(9) COMMENCE OPERATION. The operation will be considered to have commences when sufficient distribution facilities have been installed so as to permit the offering of cable services to at least 25% of the dwelling unites located within the designated service area.

(10) DISCRETE CABLE TELEVISION CHANNEL. A signaling path provided by a cable television system to transmit signals of any type to specified subscriber terminals with the cable television system.

(11) FCC. The Federal Communications Commission and any legally appointed or elected successor governmental entity thereto.

(12) FRANCHISE. The initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System.

(13) FRANCHISING AUTHORITY. The Village of Williams Bay, Wisconsin, or the lawful successor, transferee, or assignee thereof.

(14) FRANCHISE AREA (SERVICE AREA). The present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation of other legal means.

(15) FRANCHISE PAYMENT. All charges imposed for a franchise whether the object be regulation, revenue or one time reimbursement of costs incurred by the Village in the award of this Franchise.

(16) GRANTEE. Any person, firm, company, corporation or association to whom a franchise is granted by the Village Board under this chapter and the lawful successor, transferee thereof.

(17) GROSS REVENUE. Any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation Cable System to provide Cable Services insofar as such operation in any manner requires use of the Public Ways in the Service Area. Gross Revenues shall include but not be limited to basic, expanded basic and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues shall not include any taxes on services furnished by the Grantee, which taxes are imposed directly on a Subscriber or user by a city, county, state or other governmental unit, and collected by the Grantee for such entity, and remitted by the Grantee to such entity.

Gross Revenue shall not include:

- (1) Any tax fee assessment or charge of any kind imposed by any governmental authority (including franchise and copyright fees) appearing as a separate line on Subscriber statements and collected for direct pass through to federal, state, or local authorities;

(2) Refundable deposits collected from Subscribers or any other Person, provided however, any interest earned or collected on such deposits while they are held by Grantee shall be included, unless such interest earned or collected on such deposits is returned to the subscriber;

(3) Any item which the Grantee may itemize on Subscriber statements pursuant to the Cable Act, as amended, including without limitation

(i) Franchise fees and

(ii) Costs directly associated with the provision thereof required of the Grantee under this Franchise and any costs directly associated with any other Franchise or license requirements.

Revenue included in Gross Revenue shall not be counted more than once; therefore, revenue included once in Gross Revenues shall not be added to Gross Revenues again if it is received by an Affiliate of the Grantee in payment for programming or other goods or services supplied by affiliated entities of the Grantee to the extent that such revenues derived from activities beyond the power of the Franchising Authority to License for revenue.

Revenues of affiliated entities are included in this definition in order that the Grantee shall not escape or limit its obligation to pay franchise fees through the creation or use of said affiliated entities.

(18) HEAD END. The land, electronic processing equipment, antennas, tower, building and other appurtenances normally associated with and located at the starting point of a Broadband Telecommunications Network, excluding the studio.

(19) PERSON. An individual, partnership, association, joint stock company, trust, corporation or governmental entity.

(20) PUBLIC WAY/STREET. The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility service use dedicated for compatible uses, and shall include other easements or rights-of way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and appurtenant to the Cable System.

(21) REASONABLE NOTICE. Unless otherwise defined in any Franchise Agreement, the provision of notice of contemplated action delivered at least 72 hours prior to such action.

(22) SERVICE INTERRUPTION. A break in the continuity of Cable Services involving the loss of audio or video to one or more channels to one or two Subscribers in the Service Area.

(23) SERVICE OUTAGE. A break in the continuity of Cable Services, involving the loss of audio or video to one or more channels to three or more Subscribers in the Service Area.

(24) SUBSCRIBER. A Person who receives services of the Cable System under a subscription agreement with the Grantee.

(25) SUBSTANTIALLY COMPLETED. Operation will be considered substantially completed when sufficient distribution facilities have been installed so as to permit the offering of full network service to at least 75% of the dwelling united in the franchise area.

(26) VILLAGE. The Village of Williams Bay or the area within the limits of the Village of Williams Bay.

(27) VILLAGE BOARD. The Village Board for the Village of Williams Bay and any legally appointed or elected successor or agency thereof.

19.02 GRANT OF AUTHORITY

(1) The franchise granted under this chapter shall give to the Grantee the nonexclusive right and privilege to construct, erect, operate, modify and maintain in, upon, along, across, over and under streets, as defined in §19.01(20) of this chapter, which have been or may be dedicated and open to public use in the Village, towers, antennas, poles, cables, electronic equipment and other network appurtenances necessary for the operation of a Broadband Telecommunications Network in the Village Utilizing, wherever possible, existing facilities with the right upon application to the designated Village official to set poles or other equipment on facilities constructed by applicant, all of which shall be first presented in the form of a Village-wide plan which shall be subject to approval by the Village Plan Commission. A nonproliferation of poles policy for aesthetic purposes shall be considered.

(2) The Village shall require all developers of future subdivisions, when making provisions for or restrictions of utilities in the subdivision plat, to include cable television services. It is intended by this paragraph to include cable television services in the same class as public utilities.

19.03 CONDITIONS OF FRANCHISE

The Grantee shall be subject to the following restrictions and conditions with regard to the operation of the System, which conditions and restrictions shall be in addition to any other subsection of this chapter or other sections of this Municipal Code.

(1) Cables, wires and other equipment in connection with such System shall only be installed and operated on or under the public rights-of-way upon the poles or in underground conduit and equipment of the existing utilities within the Village, and their successors or assigns, where conduits exist and where space in installed conduits is available. Installation of any additional poles, conduit or other equipment for the installation of cables, wires and other overhead equipment and underground equipment in public rights-of-way in connection with the System shall be subject to the authorization of the Village Board or its designated representative. In reaching a decision as to such additional poles or equipment, the suggestions, if any, of the utility companies servicing or planning to serve such area may be considered. Underground installation shall always be preferred. However, the Grantee may construct its plant aerial so long as there is one utility aerial.

(2) Such wires, cables and other underground or overhead equipment shall be located as may be required of telephone companies or power lines by the Public Service Commission.

All equipment shall be grounded in the same manner as required by the State Electrical Code for electrical services existing on the date of installation of any equipment.

(3) The Grantee shall pay all costs incurred by the Village if restoration of the public rights-of-way becomes necessary as a result of Grantee's construction of its System or its operation. The Grantee and the Village shall coordinate the restoration of the public rights-of-way if it becomes necessary for the Grantee to open or otherwise disturb the public rights-of-way.

(4) The Grantee shall, at its own expense, protect, support, temporarily or permanently disconnect, relocate in the same public right-of-way or remove from any public right-of-way any property owned or used by the Grantee if required by the Village for reasons of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines and tracts or any other type of structures or improvements by governmental agencies when acting in a governmental capacity. The Village shall provide the Grantee notice of its intention to make changes which might otherwise cause Grantee expense pursuant to this paragraph and the Grantee shall have an opportunity to comment.

(5) The Grantee shall, upon the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its lines or disconnect or take them down to permit the moving of buildings. The expense of such removal, raising or lowering of wires shall be paid by the person requesting the same and the Grantee shall be given not less than 3 working days advance notice to arrange for such temporary wire changes.

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

(7) The Grantee shall provide and maintain its equipment in such condition and of such quality so that none of its service will adversely affect radio and television reception.

(8) Installation and maintenance of equipment shall be such that standard color signals shall be transmitted with reasonable and acceptable fidelity to all subscribers.

(9) The Grantee shall not directly or indirectly require or solicit of any subscriber the patronage of any designated person or company engaged in the servicing, sale or repair of television receivers. The above shall not apply to the repair or adjustment of equipment which is in part of the System of the Grantee.

(10) The Grantee shall submit to inspections by duly authorized personnel of the Village and shall make available to such inspectors or duly authorized personnel its facilities and equipment wherever situated. The Village reserves the right to enact reasonable regulations regarding the installation and maintenance of the facilities of the Grantee.

(11) The Grantee shall have the authority to trim trees upon and overhanging public rights-of-way of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the Village, such trimming may be done by it or under its supervision and direction.

19.04 TRANSFER OF FRANCHISE

The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, or controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness that occur in the ordinary course of its business. Within sixty (60) days of receiving the request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial, and technical qualifications of the transferee. If the Franchising Authority has not taken action of the Grantee's request for transfer with 120 days after receiving such request, consent by the Franchising Authority shall be deemed granted, unless the Franchising Authority and the requesting party agree to an extension of time.

19.05 FRANCHISE TERM, REVIEW AND RENEWAL

(1) The term of this franchise shall be for a period of 15 years and shall be in full force and effect for such term subject to the provisions of this chapter.

(2) Every 2 years, during the term of this franchise, during the month of January, at a regular or special Village Board meeting, the Village and the Grantee, at either party's option, may meet to discuss application of new technologies, system performances, services provided, programming offered, customer complaints and judicial and FCC rulings affecting the operation of the System. The parties shall compare the services offered by the Grantee to those of other stand-alone systems in similar market situations, and if then appropriate, the parties may renegotiate any of the above provisions, provided that such changes do not adversely affect economic viability of the franchise or adversely affect programming and maintenance services to the subscribers.

(3) At the 12th year of the franchise or, if mutually agreed by the Village and Grantee during one of the review and renegotiations described in sub. (2) above, the Village and Grantee shall consider extension of the franchise for 15 additional years. The purpose of this provision is to allow for maximum flexibility in the financial planning on the part of the Grantee and for the Village in anticipating future services. It is further the purpose of this provision to encourage the Village to examine the Grantee's performance and to plan for the future in providing cable television service as well as to reward the satisfactory performance of the Grantee. The Village may at any time reward the Grantee for satisfactory performance by the extension of the franchise for 5 year increments. This authority is granted so as to provide incentive to the Grantee for satisfactory performance and maximum service.

19.06 RESPONSIBILITIES UPON TERMINATION OR EXPIRATION

If Grantee's franchise is terminated or expires and there is no judicial or administrative review of the termination or expiration taking place,

Grantee shall within 90 days of termination or expiration begin removal of all property owned by him and placed on a public right-of-way unless permitted by the Village to abandon such property in place or transfer such property to a purchaser.

19.07 COMPLETION OF CONSTRUCTION AND EXTENSION OF SYSTEM

(1) The Grantee shall initiate construction and installation of the Broadband Telecommunications Network within 6 months of the effective date of the franchise grant, having first obtained any necessary licenses or certificates from the FCC, and the Grantee shall have substantially completed the construction and installation within the franchise area within 12 months of the effective date of the franchise grant hereunder.

(2) The Village may in its discretion extend the time for Grantee, acting in good faith, to perform any act required hereunder. The time for performance shall be extended or excused, as the case may be, for any period during which Grantee demonstrates to the satisfaction of the Village Board that he is being subjected to delay or interruption due to any of the following circumstances if reasonably beyond his control:

- (a) Necessary utilities rearrangements or pole changeouts.
- (b) Governmental or regulatory restrictions or economic conditions.
- (c) Labor strikes.
- (d) Lock outs.
- (e) War.
- (f) National emergencies.
- (g) Fire or extreme weather conditions.
- (h) Acts of God.

(3) The Grantee shall extend the cable system so as to provide full service to all residents of newly annexed areas and all residents within the Village limits where there is a density of at least 40 applicants for service per mile.

(4) The Grantee shall be allowed to furnish service from the head end to areas other than the Village, provided that the construction or provision of services to areas other than the Village does not prohibit, impede or delay the substantial completion date of the System in the Village. If any such program service or initial customer rate provided to such other areas shall be in any manner superior to the program service or initial customer rates provided within the Village, such program service or initial customer rates shall be provided to the Village.

19.08 RATES

- (1) The rates which may be charged by the Grantee to Charter Subscribers who order service within 45 days after service first becomes available in their area shall be as set forth in Exhibit 1, which is adopted herein by reference. Rates for Charter Subscribers shall not be increased during the 24-month period following the date Grantee shall commence operation except, in the case of pay services and Sports Vision, to reflect increases in the cost thereof to Grantee which becomes effective after the effective date of the franchise. Rates and fees charged by Grantee to subscribers other than Charter Subscribers shall not be regulated, but shall not be higher than rates charged other Lakes Area communities with similar service franchised with Community Cablevision.
- (2) The Village will follow the FCC rate regulations in its regulation of the basic service rates and charges of the company and any other cable television system operating in the Village, notwithstanding any different or inconsistent provisions in the franchise; and
- (3) In connection with such regulation, the Village will ensure a reasonable opportunity for consideration of the views of interested parties; and
- (4) The Village President, or his designee, is authorized to execute on behalf of the Village and file with the FCC such certification forms or other instruments as are now or may hereafter be required by the FCC rate regulations in order to enable the Village to regulate basic service rates and charges.

19.09 ENFORCEMENT AND TERMINATION OF FRANCHISE

- (1) NOTICE OF VIOLATION. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.
- (2) THE GRANTEE'S RIGHT TO CURE OR RESPOND. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1:
 - (a) To respond to the Franchising Authority, contesting the assertion of noncompliance, or to cure such default, or
 - (b) In the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initial reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.
- (3) PUBLIC HEARING. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(c) above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority which is scheduled at least five (5) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

(4) ENFORCEMENT. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may pursue any and all remedies, including revocation of the Franchise. If the Franchising Authority declares the Franchise Agreement to be revoked, it shall do so pursuant to the following:

The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of noncompliance by the Grantee, including one or more instances of noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response satisfactory from the Grantee, it may then seek termination of the Franchise at a public meeting. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public meeting and stating its intent to request such termination.

At the designated meeting, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoke. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority pursuant to law and to affirm, modify or reverse such decision as justice may require.

Such court action must be initiated within sixty (60) days of the issuance of the determination of the Franchising Authority. In the event Grantee appeals the action of the Franchising Authority to a court of competent jurisdiction, and such court affirms the actions of the Franchising Authority, Grantee will be liable to the Franchising Authority for the costs of such action, including reasonable attorneys' fees.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

19.10 FRANCHISE FEE

The Grantee shall pay to the Franchising Authority a franchise fee equal to five (5) percent of Gross Revenues received by the Grantee from the operation of the Cable System to provide Cable Services. Payment will be made on a quarterly basis. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and the Grantee. The franchise fee payment shall be due and payable sixty (60) days after the close of the preceding quarter. Each payment shall be accompanied by a certified statement from a qualified representative of the Grantee showing the basis for the computation. The Franchising Authority shall have the right to audit the books and records of the Grantee relative to payment due the Franchising Authority pursuant to this Franchise, and upon notice to the Grantee. In the event such audit shall determine the Grantee has failed to make full payment of the Franchising Authority pursuant to this Franchise, Grantee shall be liable to pay the cost of conduction such audit and enforcing its findings. At such time as the Cable Act is amended to change the maximum franchise fee percentage allowable by law, then the Franchising Authority at its sole discretion may increase the franchise fee to the maximum allowable by law. Prior to instituting an increase in any franchise fee the Franchising Authority will provide the Grantee to address the Franchising Authority at a regularly scheduled and noticed Village Board meeting with regard to any objection to the proposed increase.

19.11 BROADBAND CABLE COMMUNICATIONS SERVICE

(1) The cable communications system permitted to be installed and operated hereunder shall be operated in conformance with the FCC's Technical Standards, 47 C.F.R. §§76.601 et. seq.

(2) The Grantee shall continue, throughout the term of the franchise, to maintain the technical standards and quality of service set forth in this section. Should the Village Board reasonably find, by resolution, that the Grantee has failed to maintain these technical standards and quality of service, and should the resolution specifically enumerate improvements to be made, the Grantee shall make such improvements.

(3) The System shall carry and deliver to all subscribers all of the signals as provided in the Grantee's Exhibit 1, unless such signals, other than from television stations in Wisconsin and Illinois, are replaced by other signals.

19.12 COMPLAINT PROCEDURE

Grantee shall investigate all complaints within 24 hours of their receipt and shall in good faith attempt to resolve them within 48 hours after notice. Grantee shall maintain a record of each complaint and shall maintain such record for a period of 2 years. Such record shall be available to the Village upon reasonable notice for review. The Grantee shall maintain a local telephone listing.

19.13 LIABILITY AND INDEMNIFICATION

(1) The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$5,000,000 combined single limit for bodily injury, property damage, casualty, fire, and theft.

The Grantee shall provide a Certificate of Insurance designating the Franchising Authority, its Officers, Employee's and Agents as an additional insured. Such insurance shall be non-cancellable during the existence of any Franchise Agreement including any extension.

(2) It shall be expressly understood and agreed by and between the Village and any Grantee hereunder that the Grantee shall save the Village and its agents and employees harmless from and against 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, but not limited to, copyright infringements and all other damages arising out of the installation, operation or maintenance of the Broadband Telecommunications Network authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this chapter and any franchise granted hereunder. This provision shall not apply to acts of the Village, its agents or employees.

(3) The Grantee shall maintain, and by his acceptance of any franchise granted hereunder agrees that he will maintain throughout the period of initial construction a faithful performance bond running to the Village in the penal sum of \$25,000 conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of this chapter and any franchise granted hereunder and that in case of any breach of condition of the bond, the amount thereof shall be forfeited to the Village as liquidated damages. The bond shall contain the following endorsement:

It is hereby understood and agreed that this bond may not be cancelled nor the intention not to renew be stated until 30 days after receipt by the Village Clerk of the Village of Williams Bay, Wisconsin, by registered mail of a written notice of such intent to cancel or not renew.

(5) Upon completion of the initial construction phase of the physical plant, the Grantee will so inform the Village Board and Grantee may then petition the Village Board to reduce or eliminate this bond of faithful performance.

19.14 CONSTRUCTION AND NETWORK TECHNICAL STANDARDS AND MEASUREMENTS

The technical standards, including measurements of the construction and Systems to be operated in the Village shall comply with the minimum standards established by the FCC.

19.15 ADDITIONAL REQUIREMENTS

The Grantee shall comply with all conditions imposed by the FCC and by the State. Failure to obtain any required licenses or to comply with all such conditions shall be grounds to revoke the franchise under the procedure of §19.09 without liability assigned to the Village.

19.16 SUBSCRIBER PRIVACY

(1) USE OF SUBSCRIBER DATA. Neither the Grantee, the Village nor any person shall initiate or use any form, procedure or device for procuring information or data from cable subscribers' terminals by use of the cable system without prior authorization from each subscriber so affected. Valid authorization shall mean approval from the subscriber for a period of time not to exceed one year and shall not have been obtained from the subscriber as a condition of service.

(2) SUBSCRIBER DATA. Neither the Grantee, the Village nor any person shall, without prior written valid authorization from the Village Board, provide any data identifying designated subscribers.

19.17 SWITCHING DEVICE AND CHANNEL LOCK

The Grantee shall make available switching devices as are necessary to permit a subscriber to use the subscriber's own antenna. Grantee shall also provide a channel lock to enable the subscriber to control viewing. The Grantee may charge for such devices.

19.18 PENALTIES

In addition to the procedures specified in §19.09, the following shall be in effect:

(1) After notice and hearing, Grantee may be subject to a forfeiture if Grantee fails to provide the service specified in this chapter or any applicable government regulation.

Grantee is not responsible for failure to provide adequate service which is caused by acts of God, strikes, governmental or military action or other conditions beyond its control.

(2) Upon interruption of service, except for acts of God, strikes, governmental or military action or with express prior permission of the Village, the following shall apply:

(a) Over 48 and less than 72 hours, a 10% rebate of one month's fees for all affected subscribers.

(b) Over 72 hours, a 20% rebate of one month's fees for all affected subscribers.

(c) A full month's rebate for any month in which one half or more of the service is interrupted.

(3) If Grantee violates any provision of this chapter, it shall forfeit, together with the costs of prosecution, not less than \$50 nor more than \$500 for each violation.

19.19 GOVERNMENT CONNECTIONS

(1) The Grantee shall provide a free one time connection to all government buildings and facilities listed below in accordance with the terms and conditions applicable to each.

The franchising authority shall pay for all wiring within such building or facility in excess of one hookup, with the exception of the school. This list may be changed from time to time as the parties may agree and the circumstances change.

(a) Municipal Building-Village Board Room

(b) Barrett Memorial Library

(c) Fire Station

(d) Fieldhouse

(e) Athletic Fieldhouse Building

(f) Williams Bay Public School

(2) Grantee shall:

(a) Wire all classrooms, library, gym, multipurpose room and connect the same to the video control center.

(b) Video control centers shall be established, one for the elementary school and one for the high school.

(c) Provide access to the local channel with a 2-way system enabling the school to originate programming.

(d) Connection service shall be at no charge and basic service shall be at no charge.

- (e) Provide access to local origination equipment (cameras and video recorders) together with list of all available materials.
- (f) Provide advice and assistance in the use of equipment on a reasonable time frequency.

19.20 UNAUTHORIZED CONNECTIONS OR MODIFICATIONS

- (1) **UNAUTHORIZED CONNECTIONS PROHIBITED.** No person, without the express consent of Grantee, shall make any connection, extension or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the Grantee's cable system.
No person, without the express consent of the Grantee, shall possess or receive any signals or transmissions, including specifically the transmission of messages or programming over the cable system on a pay channel or pay per program basis. This shall include, but is not limited to, tampering with cable converters.
- (2) **UNAUTHORIZED SALE.** No person shall sell or solicit for sale any facilities, devices or appurtenances used for the purpose of any or all acts prohibited in sub. (1) above.
- (3) **REMOVAL OR DESTRUCTION PROHIBITED.** No person shall willfully interfere, tamper, remove, obstruct or damage any part, segment or content of a franchise Broadband Telecommunications Network for any purpose whatsoever.
- (4) **PENALTY.** Any person convicted of a violation of this section shall for each offense forfeit not less than \$100 nor more than \$500, together with costs of prosecution. Violation of this section shall be considered a separate offense for each 24 hour period the violation continues following notification or discovery.

19.21 VILLAGE'S RIGHT OF INTERVENTION

The Village shall have the right to intervene and the Grantee specifically agrees by its acceptance of a franchise hereunder not to oppose such intervention by the Village in any suit or proceeding to which the Grantee is a party.

19.22 PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED

Grantee shall not, as to rates, charges, service, service facilities, rules, regulations, employment or in any other respect, make or grant any undue preference or advantage to any party, nor subject any party to any unlawful prejudice or disadvantage.

19.23 SEVERABILITY

If any subsection, sentence, clause or phrase of this chapter is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of this chapter as a whole and any portions in conflict are hereby repealed. However, if the FCC declares any subsection invalid, such subsection or subsections shall be renegotiated by the Village and the Grantee.