

Title 18

FRANCHISES

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18.04 Cable Television Franchise (CATV)

Chapter 18.04

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(CATV)**

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18.04.010 Franchise Agreement.

The franchise agreement codified in this Chapter ("franchise") is between the Village of Twin Lakes, Wisconsin, hereinafter referred to as "franchising authority" and TCI Cablevision of Wisconsin, Inc., hereinafter referred to as "grantee."

The franchising authority, having determined that the financial, legal and technical ability of the grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this franchise agreement with the grantee for the construction and operation of a cable system on the terms set forth herein. (Ord. 96-11-1 (part)).

**ARTICLE 1.
DEFINITION OF TERMS**

18.04.020 Terms.

For the purpose of this Chapter, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

"Basic cable" means the lowest priced tier of service that includes the retransmission of local broadcast television signals.

"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.

"Cable services" means (1) the one-way (1) transmission to subscribers of video programming or other programming service, and two (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Cable system” means 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 (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves subscribers without using any public way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, 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; (4) an open video system that complies with Section 653 of Title VI of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility system.

“FCC” means Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means 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.

“Franchising authority” means the Village of Twin Lakes, Wisconsin or the lawful successor, transferee, or assignee thereof.

“Grantee” means TCI Cablevision of Wisconsin, Inc., or the lawful successor, transferee, or assignee thereof.

“Gross revenues” mean any revenue received by the grantee from the operation of the cable system to provide cable services in the service area, provided, however, that such phrase shall not include any fees or taxes which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the grantee on behalf of such governmental unit or agency.

“Person” means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.

“Public way” means 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 or public 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 the 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 pertinent to the cable system.

“Service area” means the present municipal boundaries of the franchising authority, and shall include any additions thereto by annexation or other legal means.

“Subscriber” means a person who lawfully receives services of the cable system with the grantee’s express permission. (Ord. 96-11-1 § 1.1).

ARTICLE 2. GRANT OF FRANCHISE

18.04.030 Grant.

The franchising authority grants to the grantee a nonexclusive franchise which authorizes the grantee to construct and operate a cable system in, along, among, upon, across, above, over, under or in any manner connected with public ways within the service area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain in, on, over, under, upon, across or along any public way and all

extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the cable system. Nothing in this Chapter shall be construed to prohibit the grantee from offering any service over its cable system that is not prohibited by federal or state law. (Ord. 96-11-1 § 2.1).

18.04.040 Term.

The franchise granted hereunder shall be for an initial term of fifteen (15) years commencing on the effective date of the franchise as codified in this Chapter, unless otherwise lawfully terminated in accordance with the terms of this Chapter. (Ord. 96-11-1 § 2.2).

**ARTICLE 3.
STANDARDS OF SERVICE**

18.04.050 Conditions Of Street Occupancy.

All transmission and distribution structures, poles, other lines, and equipment installed or erected by the grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such public ways. (Ord. 96-11-1 § 3.1).

18.04.060 Restoration Of Public Ways.

If during the course of the grantee's construction, operation or maintenance of the cable system there occurs a disturbance of any public way by the grantee, it shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way existing immediately prior to such disturbance. (Ord. 96-11-1 § 3.2).

18.04.070 Relocation At Request Of The Franchising Authority.

Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the public way, or remove from the public way, any property of the grantee when lawfully required by the franchising authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the franchising authority; but, the grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement or right-of-way for the purpose of defraying the cost of any of the foregoing, the franchising authority shall make application for such funds on behalf of the grantee. (Ord. 96-11-1 § 3.3).

18.04.080 Relocation At Request Of Third Party.

The grantee shall, on the request of any person holding a building moving permit issued by the franchising authority, temporarily raise or lower its wires to permit the moving of such building, provided: (1) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the grantee, making such payment in advance; and (2) the grantee is given not less than ten (10) business days advance written notice to arrange for such temporary wire changes. (Ord. 96-11-1 § 3.4).

18.04.090 Trimming Of Trees And Shrubbery.

The grantee shall have the authority to trim trees or other natural growth overhanging any of its cable system in the service area so as to prevent branches from coming in contact with the grantee's wires, cables or other equipment. The grantee shall reasonably compensate the franchising authority for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the cable system undertaken by the grantee. Such

replacement shall satisfy any and all obligations the grantee may have to the franchising authority pursuant to the terms of this Section. (Ord. 96-11-1 § 3.5).

18.04.100 Safety Requirements.

Construction, installation and maintenance of the cable system shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations and the National Electric Safety Code. The cable system shall not unreasonably endanger or interfere with the safety of persons or property in the service area. (Ord. 96-11-1 § 3.6).

18.04.110 Aerial And Underground Construction.

In those areas of the service area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the grantee's cable and other equipment without technical degradation of the cable system's signal quality. In those areas of the service area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the grantee shall have the sole discretion to construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the grantee to construct, operate and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of the franchise codified in this Chapter, the grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

A. New Developments. The franchising authority shall provide the grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the service area requiring undergrounding of cable facilities. The franchising authority agrees to require as a condition of issuing the permit that developer give the grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the grantee at least ten business days prior to availability. Developer shall be responsible for the digging and backfilling of all trenches. The grantee shall be responsible for engineering, deployment labor, and cable facilities. Installation from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided.

B. Local Improvement District. If an Ordinance is passed creating a local improvement district which involves placing underground certain utilities including that of the grantee which are then located overhead, the grantee shall participate in such underground project and shall remove poles, cables and wires from the surface of the streets within such district and shall place them underground in conformity with the requirements of the franchising authority. The grantee may include its costs of relocating facilities associated with the undergrounding project in said local improvement district if allowed under applicable law. (Ord. 96-11-1 § 3.7).

18.04.120 Required Extensions Of Service.

The cable system, as constructed as of the date of the passage and final adoption of the franchise codified in this Chapter, substantially complies with the material provisions hereof. Whenever the grantee shall receive a request for service from at least fifteen residences within two thousand six hundred forty cable-bearing strand feet (one-half cable mile) of its trunk or distribution cable, it shall extend its cable system to such subscribers

at no cost to said subscribers for cable system extension, other than the usual connection fees for all subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the cable system, or as provided for under Section 18.04.130 of this Chapter. (Ord. 96-11-1 § 3.8).

18.04.130 Subscriber Charges For Extensions Of Service.

No subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a subscriber's request to locate his cable drop underground, existence of more than two hundred (200) feet of distance from distribution cable to connection of service to subscribers, or a density of less than fifteen (15) residences per two thousand six hundred forty (2,640) cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the grantee and subscribers in the area in which service may be expanded, the grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per two thousand six hundred forty (2,640) cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals fifteen (15) residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance. (Ord. 96-11-1 § 3.9).

18.04.140 Service To Public Buildings.

The grantee shall, upon request, provide without charge, one outlet of basic service to those franchising authority offices, fire station(s), police station(s), and public school building(s) that are passed by its cable system. (Ord. 96-11-1 § 3.10).

18.04.150 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, subpart D, Section 11.5 l(h)(1), and as such provisions may from time to time be amended, the grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations Section 11.51.

B. The franchising authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the grantee's cable system in any manner that results in inappropriate use thereof, or any loss or damage to the cable system. Except to the extent expressly prohibited by law, the franchising authority shall hold the grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the franchising authority, including, but not limited to, reasonable attorneys' fees and costs. (Ord. 96-11-1 § 3.11).

**ARTICLE 4.
REGULATION BY THE FRANCHISING AUTHORITY**

18.04.160 Franchise Fee.

A. The grantee shall pay to the franchising authority a franchise fee equal to five percent of gross revenues (as defined in Section 18.04.020 of this Chapter) received by the grantee from the operation of the cable system to provide cable services on an annual basis; provided, however, gross revenues shall not include: (1) any tax, fee or assessment of any kind imposed by the franchising authority or other governmental entity on a cable operator, or subscriber, or both, solely because of their status as such; (2) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or subscribers

(including any such tax, fee or assessment imposed, both on utilities and cable operators and their services); and (3) any other special tax, assessment or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the twelve-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 ninety days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report from a representative of the grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be five years from the date on which payment by the grantee is due. Unless the franchising authority initiates a lawsuit for recovery of such franchise fees in a court of competent jurisdiction, within five years from and after such payment due date, such recovery shall be barred and the franchising authority shall be estopped from asserting any claims whatsoever against the grantee relating to any such alleged deficiencies. (Ord. 96-11-1 § 4.1).

18.04.170 Rates And Charges.

The franchising authority may regulate rates for the provision of basic cable and equipment as expressly permitted by applicable law. (Ord. 96-11-1 § 4.2).

18.04.180 Renewal Of Franchise.

A. The franchising authority and the grantee agree that any proceedings undertaken by the franchising authority that relate to the renewal of the grantee's franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

B. In addition to the procedures set forth in said Section 626(a), the franchising authority agrees to notify the grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of the grantee under the then current franchise term. The franchising authority further agrees that such preliminary assessments shall be provided to the grantee promptly so that the grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this Section, the grantee and the franchising authority agree that at any time during the term of the then-current franchise, while affording the public appropriate notice and opportunity to comment, the franchising authority and the grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current franchise and the franchising authority may grant a renewal thereof. The grantee and the franchising authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act. (Ord. 96-11-1 § 4.3).

18.04.190 Conditions Of Sale.

If a renewal or extension of the grantee's franchise is denied or the franchise is lawfully terminated, and the franchising authority either lawfully acquires ownership of the cable system or by its actions lawfully effects a transfer of ownership of the cable system to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The grantee and the franchising authority agree that in the case of a final determination of a lawful revocation of the franchise, at the grantee's request, which shall be made in its sole discretion, the grantee shall be given a reasonable opportunity to effectuate a transfer of its cable system to a qualified third party. The franchising authority further agrees that during such a period of time, it shall authorize the grantee to continue to operate pursuant to the terms of its prior franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, the grantee is unsuccessful in procuring a qualified transferee or assignee of its cable system which is reasonably acceptable to the franchising authority, the grantee and the franchising authority may avail

themselves of any rights they may have pursuant to federal or state law; it being further agreed that the grantee's continued operation of its cable system during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the franchising authority or the grantee. (Ord. 96-11-1 § 4.4).

18.04.200 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, 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. Within thirty (30) 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 on the grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the franchising authority shall be deemed given. (Ord. 96-11-1 § 4.5).

**ARTICLE 5.
BOOKS AND RECORDS**

18.04.210 Review Of Books And Records.

The grantee agrees that the franchising authority upon reasonable notice to the grantee may review such of its books and records at the grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, the grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The franchising authority agrees to treat any information disclosed by the grantee as confidential and only to disclose it to employees, representatives and agents thereof that have a need to know, or in order to enforce the provisions hereof. The grantee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act. (Ord. 96-11-1 § 5).

**ARTICLE 6.
INSURANCE AND INDEMNIFICATION**

18.04.220 Insurance Requirements.

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 one million dollars (\$1,000,000.00) combined single limit for bodily injury, and property damage. The grantee shall provide a Certificate of Insurance designating the franchising authority as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the franchising authority. (Ord. 96-11-1 § 6.1).

18.04.230 Indemnification.

The grantee agrees to indemnify, save and hold harmless, and defend the franchising authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the grantee's construction, operation or maintenance of its cable system, including, but not limited to, reasonable attorneys' fees and costs, provided that the franchising authority shall give the grantee written notice of its obligation to indemnify the franchising authority within ten (10) days of receipt of a claim or action pursuant to this Section. If the

franchising authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the franchising authority. (Ord. 96-11-1 § 6.2).

ARTICLE 7. ENFORCEMENT AND TERMINATION OF FRANCHISE

18.04.240 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. (Ord. 96-11-1 § 7.1).

18.04.250 Grantee's Right To Cure Or Respond.

The grantee shall have thirty (30) days from receipt of the notice described in Section 18.04.240: (1) to respond to the franchising authority, contesting the assertion of noncompliance, or (2) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate 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. (Ord. 96-11-1 § 7.2).

18.04.260 Public Hearing.

In the event that the grantee fails to respond to the notice described in Section 18.04.240 pursuant to the procedures set forth in Section 18.04.250, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Section 18.04.250(3), 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 a time which is no less than 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. (Ord. 96-11-1 § 7.3).

18.04.270 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:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the franchise, declare the franchise agreement to be revoked in accordance with the following:

The franchising authority shall give written notice to the grantee of its intent to revoke the franchise on the basis of a pattern of noncompliance by the grantee, including one or more instances of substantial 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, a written notice specifying the time and place of such 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 revoked. The grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the franchising authority "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the franchising authority.

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. (Ord. 96-11-1 § 7.4).

18.04.280 Technical Violations.

The parties agree that it is not the franchising authority's intention to subject the grantee to penalties, fines, forfeitures or revocation of the franchise for so-called "technical" breach(es) or violation(s) of the franchise or local cable Ordinance, which shall include but are not limited to the following:

A. In instances or for matters where a violation or a breach by the grantee of the franchise or local cable Ordinance was good faith error that resulted in no or minimal negative impact on the customers within the service area; or

B. Where there existed circumstances reasonably beyond the control of the grantee and which precipitated a violation by the grantee of the franchise or local cable Ordinance, or which were deemed to have prevented the grantee from complying with a term or condition of the franchise or local cable Ordinance.

(Ord. 96-11-1 § 7.5).

**ARTICLE 8.
MISCELLANEOUS PROVISIONS**

18.04.290 Actions Of Parties.

In any action by the franchising authority or the grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld. (Ord. 96-11-1 § 8.1).

18.04.300 Force Majeure.

The grantee shall not be held in default under, or in noncompliance with, the provisions of the franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the grantee's ability to anticipate and control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary. (Ord. 96-11-1 § 8.2).

18.04.310 Equal Protection.

In the event the franchising authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the grantee to enter into the franchising authority's public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law. (Ord. 96-11-1 § 8.3).

18.04.320 Notice.

Unless expressly otherwise agreed between the parties, every notice or response required by this franchise to be served upon the franchising authority or the grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the franchising authority shall be addressed as follows:

Village of Twin Lakes
P O Box 1024
Twin Lakes, WI 53181-1024
Attention: Village Clerk

The notices or responses to the grantee shall be addressed as follows:

TCI Cablevision of Wisconsin, Inc.
PO Box 927
Walworth, WI 53184-0927
Attention: System Manager

with a copy to:

TCI Cablevision of Wisconsin, Inc.
Attention: Legal Department
111 Pfingsten Rd., Suite 400
Deerfield, IL 60015

The franchising authority and the grantee may designate such other address or addresses from time to time by giving notice to the other. (Ord. 96-11-1 § 8.4).

18.04.330 Descriptive Headings.

The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein. (Ord. 96-11-1 § 8.5).

18.04.340 Severability.

If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the franchise, or any renewal or renewals thereof. (Ord. 96-11-1 § 8.6).

18.04.350 Effective Date.

The effective date of the franchise codified in this Chapter is September 9, 1996, pursuant to the provisions of applicable law. This franchise shall expire on September 9, 2011, unless extended by the mutual agreement of the parties. (Ord. 96-11-1 § 8.7).