

## **CHAPTER 19.00 “JACKSON COMMUNITY ANTENNA CABLE TELEVISION COMPANY FRANCHISE ORDINANCE”**

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### **19.01 SHORT TITLE.**

This Ordinance shall be known and may be cited as the “Jackson Community Antenna Cable Television Company Franchise Ordinance.”

### **19.02 DEFINITIONS.**

- A. “Cablecasting” shall mean any programming carried on a cable system, exclusive of broadcast signals, whether originated by the cable operator or any other party.
- B. “Cable Communication System” shall mean any system whose function is to receive and amplify the broadcast signals of one or more television and radio stations or to provide signals for additional closed circuit programming, and to redistribute such signals to members of the public who subscribe to such service or to whom redistribution of such signals is required by this Chapter, by means of wires, cables, conduit, microwaves, satellites, or other means.
- C. “Cable Review Commission”, hereinafter described as “Commission”, shall be the Jackson Village Board, or the designee of the Jackson Village Board under Section 19.

- D. "Grantee" shall mean any person, firm or corporation receiving the grant of any franchise hereunder and shall include any lawful successor to the interest of a Grantee when consent to such succession has been granted by the Board.
- E. "Gross Revenues" shall mean all compensation received by the Grantee, its affiliates or subsidiaries from and in connection with the operation of the Cable Communication System in the Village, as that term is defined by the FCC or a court of competent jurisdiction, and shall include compensation in whatever form, exchange or otherwise from all sources including without limitation revenues from advertising, channel leasing, data transmission and per program charges, in addition to the subscribers' regular monthly payments.
- F. "Streets" shall include all streets, roadways, highways, avenues, lanes, alleys, courts, places, squares, curbs, sidewalks, easements, right-of-ways or other public ways in the Village which have been or may hereafter be dedicated and open to public use, or such other public property so designated by law.
- G. "Subscriber" shall mean a recipient of Cable Communication System service.

### **19.03 GRANT OF FRANCHISE.**

- A. The Board hereby grants a non-exclusive franchise to Star Cablevision, hereafter referred to as Grantee, for a period of fifteen (15) years from the date the franchise is awarded right and privilege to install, operate and maintain a System in the Village under the restrictions and conditions of this Section. No property right in this franchise shall vest in the Grantee, and such franchise shall not be construed to create any right beyond that set forth in this Section.
- B. No transfer of control of the Cable Communication System shall take place, whether by forced or voluntary sale, lease, assignment, or any other form of disposition, without prior notice to and approval by the Board after submission of an application by the transferee.
- C. None of the rights and privileges or the delegations, duties or liabilities created by this franchise may be transferred or assigned, either voluntarily, or involuntarily, by Grantee, without prior approval by the Board after submission of an application by the proposed transferee or assignee.
- D. Upon the foreclosure or other judicial sale of all or a substantial part of the System, or upon the termination of any lease covering all or a substantial part of the System, the Grantee shall immediately notify the Board of such fact, and such notification shall be treated as a notification that a change in control of the Grantee has taken place, however such foreclosure or judicial sale may be affected by a secured party without prior consent of the Board, forming an exception to the requirements of Section 21.08(B) of this Chapter.
- E. The Grantee shall, at all times during the operation of this franchise, be subject to all lawful exercise of the police power as may be hereafter provided by the Village or the Board.

- F. Cable Communication System service shall be made available to the entire Village in accordance with the construction timetable. In the event territories are annexed to the Village, such service shall be made available within one (1) year of the date of annexation.

#### **19.04 FRANCHISE RENEWAL.**

- A. This franchise may be renewed by the Board upon application of the Grantee pursuant to the procedure established in this subsection, and in accordance with the then applicable law.
- B. At least eighteen (18) months prior to the expiration of the franchise, Grantee shall inform the Board in writing of its intent to seek renewal of the franchise.
- C. After giving public notice, the Board shall proceed to determine whether the Grantee has satisfactorily performed its obligations under the franchise. To determine satisfactorily performance, the Board shall consider technical developments and performance of the System, programming, other services offered, cost of services, and any other matters relevant to the operation and performance by Grantee. The Board shall consider the Grantee's annual reports made to the Village and the FCC and industry performance on a national basis. Provisions shall be made for public comment.
- D. A four (4) month period shall be provided to determine the Grantee's eligibility for renewal.
- E. The Board shall then prepare, within two (2) months of the expiration of that period, any amendments to this Section that it believes necessary.
- F. If the Board finds the Grantee's performance satisfactory, a new franchise may be granted pursuant to this Section as amended for a period of ten (10) years.
- G. In the event the Grantee is determined by the Board to have performed unsatisfactorily, new applicants shall be sought and evaluated and a franchise award shall be made by the Board according to franchising procedures adopted by the Board.

#### **19.05 CONDITIONS AND RESTRICTIONS ON CONSTRUCTION AND OPERATION.**

- A. A 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 subsections of this section or other sections of the Municipal Code.
- B. Cables, wires, and other equipment in connection with such System shall only be installed and operated on or under the streets upon the poles, or in underground conduit and equipment of the existing utilities within the Village where conduits exist and where spaces 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 streets in connection with said System shall not be authorized and is expressly forbidden except as such additional authorization may be secured by the special permission of the Board; provided, however, that in no event may installation of poles be authorized along a public street. In reaching a decision as to such additional poles or equipment, the suggestions, if any, of the public utility company or companies servicing or planning to serve such area may be considered. Installation over or on private property shall be subject to prior utility easement and prior notification by mail or personal service to property owners.

- C. 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 of Wisconsin. All equipment shall be grounded in the same manner as required by the Electrical Code of the Village for electrical services.
- D. In any case it becomes necessary for Grantee to open or otherwise disturb any streets, the Grantee shall first secure a permit from the office of the Building Inspector of the Village. The charge for restoring the premises shall be determined by the fee schedule of the Village. The Grantee shall pay the charge therefore to the Village in advance of the work. The work of restoring the street shall be performed by the Village. As an alternative regarding restoration, the Village may allow the Grantee to restore the street, providing prior approval is granted by the Village and inspection and approval of the restoration is given by the Village.
- E. The Grantee shall, at its own expense, protect, support, temporarily or permanently disconnect, relocate in the same street, or remove from any street, any property owned or used by the Grantee when required by the Village Engineer, by reason 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 tracks or any other type of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or any other structures or public improvements.
- F. 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 them 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 forty-eight (48) hours advance notice to arrange for such temporary wire changes.
- G. 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 Communication Commission, the State of Wisconsin, or any agency or department thereof, and of the Village or any agency or department thereof, now or hereafter in effect.
- H. The Grantee shall provide and maintain its equipment in such quality so that none of its service will adversely affect radio and television reception.

- I. Installation and maintenance of equipment shall be such that standard color signals shall be transmitted with reasonable fidelity to any subscriber consistent with FCC standards.
- J. The Grantee shall not either directly or indirectly engage in the service or repair of television receivers in the Village, nor directly or indirectly require of any Subscriber the patronage of any designated person or company engaged in such service or repair business. The foregoing shall not apply to the repair or adjustment of equipment, which is part of the system of the Grantee.
- K. 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. The Village reserves the right to enact reasonable regulations regarding the installation and maintenance of the facilities of the Grantee.
- L. The Grantee, subject to prior approval of the Village Board shall have the authority to trim trees upon and overhanging streets of the Village so as to prevent 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 at the expense of the Grantee.
- M. In all areas of the Village where the cables, wires or other like facilities of public utilities are now placed underground, the Grantee shall place its cables, wires or other like facilities underground. In all areas of the Village where cables, wires or other like facilities of public utilities are in the future underground, the Grantee shall, at such time, place its cables, wires or other facilities underground. Unless otherwise determined by the Board, upon termination of its franchise by revocation, non-renewal or any other event, Grantee shall remove or cause to be removed its plant, structures and equipment.
- N. In removing its plant, structures and equipment, the Grantee shall refill, at its own expense, any evacuation that shall be made by it and shall leave all ways and places in as good condition as that prevailing prior to the company's removal of its equipment and appliances, without affecting the electric or telephone cables, wires or attachments. Such obligations shall be met by Grantee within twelve (12) months of the date of revocation, termination or other future date fixed by the Board. Any cost for such removal or disposal incurred by the Village shall be reimbursed by Grantee. The Board shall inspect and approve the condition of the public ways and public places and wires, cables, attachments and poles after removal. Liability insurance and indemnity required to be provided under section 12 shall continue in full force and effect during the period of removal. The period of removal shall end only after inspection of the removal results and upon issuance of an approval of Grantee's removal results by the Board. Grantee shall provide a performance bond in an amount to be set by the Board to insure payment for such removal. The Board may require Grantee to continue operating for a period of twelve (12) months from the date of any determination to revoke or not renew.

- O. In the event of a failure by the Grantee to complete any work required by above or any work required by Village law or ordinance within the time established and to the satisfaction of the Village, the Village may cause such work to be done and the Grantee shall reimburse the Village the costs thereof within thirty (30) days after receipt of an itemized list of such costs.
- P. It shall be the right of all Subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the system, or the Board gives notice of intent to terminate or fails to renew this franchise, the Grantee shall act so as to insure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances.
- Q. The Grantee may be required to interconnect its System with any other compatible broadband communications facility. Such interconnection shall, at the Board's discretion, be accomplished according to the method and technical standards determined by the Board, in a manner consistent with applicable FCC standards.

#### **19.06 PROHIBITED USE OF STREETS.**

No individual, partnership, corporation or association shall use the streets for or in connection with a Cable Communication System except as may be specifically permitted by the Board. No cable or other equipment or device installed in, over or under a franchise granted under this section shall be used for any purpose except for a Cable Communication System as herein defined or other services described in the application of Grantee or approved by the Board.

#### **19.07 RATES AND RATE CHANGES.**

- A. Rates shall be set forth by resolution by the Village Board.
- B. No increase in rates shall be allowed unless ninety (90) days written notice shall first be given by the Grantee to the Village Clerk and the Board. The Board shall determine whether or not a public hearing shall be held to consider said proposed rate increase; provided, however, that should the Board determine that a public hearing be held, the Grantee shall receive written notification thereof. In the event that the Board takes no action to either grant or deny the proposed rate increase within the ninety (90) day period, the proposed increase shall be deemed approved and the Grantee may increase the rates effective at the end of the ninety (90) day period unless by agreement of the Board and the Grantee that period is extended.
- C. The Board, however, retains the right to act upon such request for an increase in rates. In such event, a public hearing shall be mandatory. In addition, the Board shall request the Grantee to present a Petition for Rate Increase. Said Petition for Rate Increase shall include a list of other municipalities being served by Grantee and the rates in effect in each one. The Grantee shall furnish an income statement for the operation of the system within the Village.

- D. The Grantee's accounting records applicable to the Village System shall be available for inspection by the Village at all reasonable times. The Village shall have access to records of financial transactions for the purpose of verifying burden rates or other indirect costs prorated to the Village operation.

#### **19.08 PAYMENT TO THE VILLAGE.**

- A. For the use of the streets, and other facilities of the incorporated area of the Village for the operation of the Cable Communications System and for the supervision thereof by the Village, the Grantee shall pay to the Village an amount equal to the maximum percentage permitted by law of the Grantee's Gross revenues from the operations of the cable Communications System in the incorporated area of the Village during the calendar year. Said maximum is currently five percent (5%). In the event there is no such maximum permitted by law, the parties shall agree upon a rate. If no agreement is reached within one hundred twenty (120) days of elimination of the maximum, the subject shall be resolved by arbitration procedures set forth in Chapter 298, Wis. Stats., or its successor.

The annual sum shall be payable at the end of the calendar year and shall be paid within ninety (90) days at the end of the calendar year.

- B. The Grantee shall also file within one hundred twenty (120) days following the conclusion of each calendar year an annual report for the Village of Jackson prepared by an independent certified public accountant.
- C. The Village shall have the right to inspect the Grantee's income records and the right to audit and to recomputed any amounts determined to be payable under this section; provided, however, that such audit shall take place within twelve (12) months following the close of each of the Grantee's fiscal years. Any additional amount due the Village as a result of the audit shall be paid within the thirty (30) days following written notice to the Grantee by the Village which notice shall include a copy of the audit report.
- D. In the event that any franchise payment, recomputed amount or other payment is not made on or before the applicable dates heretofore specified, interest shall be charged from such date at the rate of two percent (2%) above the local prime rate.
- E. Payments of compensation made by the Grantee to the Village pursuant to the provisions of this section shall not be considered in the nature of a tax but shall be in addition to any and all taxes which are now or hereafter required to be paid by any law of the United States, the State of Wisconsin, the County of Washington or the Village.

#### **19.09 BROADBAND CABLE COMMUNICATIONS SERVICE.**

- A. 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. SS.76601 et. Seq.

The System shall be capable of delivering all National Television Systems Committee color and monochrome standard signals – developed and presented to the Federal Communications Commission of July 21, 1953 – to Standard Electronic Industries Association approved television receivers without noticeable degradation.

The System shall meet all performance criteria over the ambient temperature range prevailing in the franchise area from the normal daily minimum temperature in February to the normal daily maximum temperature in August.

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 Board reasonably find that the Grantee has failed to maintain these technical standards and quality of service, and should it specifically enumerate improvements to be made, the Grantee shall make such improvements.

- B. The System shall be capable of initially delivering to Subscribers a minimum of thirty-five (35) channels.
- C. The Grantee shall provide, without charge and upon request, within the Village, one (1) connection, together with monthly basic service, to such public, non-profit, private schools, Village buildings and agency locations as the Village may hereafter designate. The Village reserves the right, at its expense, to extend service to as many areas within such schools, buildings and agencies as it deems desirable without payment of any additional fee to Grantee.

#### **19.10 COMPLAINT PROCEDURE.**

- A. Grantee shall maintain a business office and local telephone listing in the area for the purpose of receiving inquiries and complaints from its customers and the general public. Grantee shall investigate all complaints within forty-eight (48) hours of their receipt and shall in good faith attempt to resolve them within forty-eight (48) hours after notice. Grantee shall maintain records in the local business office. The Grantee shall make the records available to the Board upon request. In no event shall Grantee remove or destroy such records without prior approval of the Board.
- B. In the event of the failure by the Grantee to resolve complaints, the Board may review complaints, other than those relating to program content. Failure of the Grantee to resolve complaints may also cause for revocation of franchise.
- C. In all brochures and other written material, the Grantee shall state the fact that a complaint procedure has been established, and state the mailing address and telephone number of the office handling inquiries and complaints.
- D. When there have been similar complaints made or where there exists other evidence which, in the judgement of the Village, casts doubt on the reliability of quality cable service, the Board shall have the right and authority to compel the Grantee to test, analyze and report on the performance of the System, at the

expense of the Grantee. Such test or tests shall be made and the reports of such test or tests shall be delivered to the Village no later than fourteen (14) days after the Board formally notifies the Grantee. Such report shall include the following information: the nature of the complaints which precipitated the special tests; what System component was tested; the equipment used and procedures employed in said testing; the results of such tests; and the method in which such complaints were resolved. Any other information pertinent to the special test shall be recorded.

Said tests and analysis shall be supervised by a professional engineer, not on the permanent staff of the Grantee. The aforesaid engineer should sign all records of special tests and forward to the Village such records with a report interpreting the results of the tests and recommending actions to be taken by the Village.

The Village's right under this provision shall be limited to requiring of tests, analyses, and reports covering specific subjects and characteristics based on said complaints or other evidence when and under such circumstances as the Village has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable service.

#### **19.11 CONSTRUCTION SCHEDULE.**

- A. The Grantee shall, within one hundred twenty (120) days of the date of the award of the franchise, perform and submit all required registrations and applications with the appropriate governmental agencies regulating Cable Systems.
- B. The Grantee shall, within one hundred eighty (180) days of the date of the award of the franchise, furnish to all the Board complete plans and specifications for the construction of its plant and distribution system for approval by the Board.
- C. The Grantee shall, within twelve (12) months of the approval of the plans and specifications by the Board, complete the construction necessary to make Cable Systems service available to at least one hundred percent (100%) of the homes in the Village.
- D. Completion of construction under subsection C shall include not only the required installation of equipment, but shall be interpreted to also require the satisfactory receipt of all signals by subscribers.
- E. Failure to comply with any of the time limits set forth in subsections A, B and C above (unless said time limits are extended by the Board) shall be grounds for revocation of franchise.
- F. The Grantee shall make no material change in the operation of the System from that approved by the Board in granting the franchise except upon prior approval by the Village. At least two (2) weeks prior to making a request for a material change in operations, the Grantee shall cause to be published in the official Village newspaper prominent notice of the request, including a description of the nature of the changes and a concise statement for the reasons thereof.

## **19.12 LIABILITY OF GRANTEE.**

The Grantee shall indemnify and save the Village, its agents and employees, harmless from and against all loss, liability, damage and expenses, including attorney's fees, sustained by the Village, its agents and employees, on account of any suit, judgment, execution, claim or demand arising out of the installation, operation or maintenance of the Cable Communication System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this section and any franchise granted hereunder; including, but not limiting said indemnity to, claims for personal injuries, libel, slander, death or property damages, expenses of investigation and litigation of claims and suits arising hereunder, and claims based on copyright violation or infringements or violation of proprietary rights.

## **19.13 ADDITIONAL REQUIREMENTS.**

The Grantee shall comply with all conditions imposed by the Federal Communications Commission and by the State of Wisconsin. Failure to obtain any required licenses or to comply with all such conditions shall be grounds to revoke the franchise without liability assigned to the Village. Copies of all documents pertaining to the Village filed with other government bodies including, but not limited to, the FCC and the State of Wisconsin, shall be furnished to the Village of Jackson concurrently.

## **19.14 RIGHT OF REVOCATION.**

- A. The Board shall have the right to rescind or revoke the franchise granted upon violation by the Grantee of any material obligation or requirement contained herein, or upon the refusal to comply with any reasonable request made by the Board concerning Compliance with this section, after written notice by the Board to the Grantee, and continuation of such violation or refusal to comply by the Grantee. An accumulation of violation, which if taken alone would not constitute a violation of a material obligation or requirement, may be deemed a violation of a material obligation or requirement.

Such written notice to the Grantee shall specify precisely the manner, which the Grantee is in violation, with respect to the franchise. The notice shall specify a reasonable amount of time within which the Grantee must correct the violation, but in no event shall the time period be less than thirty (30) days from the date of receipt of the notice to the Grantee.

- B. The Board may declare this franchise herein granted to be forfeited and terminated upon the happening or discovery of any of the following events:
1. Grantee adjudicated a bankrupt,
  2. Grantee becomes insolvent,
  3. Grantee is placed in receivership,
  4. Grantee violates the right to privacy of subscribers,

5. Grantee fails to meet the construction timetable without good cause for such failure,
  6. Grantee practices fraud or deceit upon the Village, its agents, and employees, or upon the Subscribers,
  7. Grantee makes material misrepresentations in its application,
  8. Grantee fails to comply with material requirements of its application or the municipal ordinances,
  9. Grantee fails to provide uninterrupted service to more than ten percent (10%) of its subscribers for ten consecutive days or for thirty days in any one (1) calendar year.
- C. The Board may establish or adopt rules and regulations which provide for fines to be levied against Grantee when, in the judgement of the hearing body, Grantee has failed to satisfactorily perform according to the terms of this ordinance.

#### **19.15 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 prejudice or disadvantage because of race, creed, religion, sex, age, marital status or national origin.

#### **19.16 RIGHT OF PRIVACY.**

The Grantee shall not reveal to any third party any information or data concerning any specific Subscriber except as required by law. Any information or data revealed to third parties shall be limited to gross data relating to all Subscribers, without identification of individual Subscribers, without identification of individual Subscribers. Provided however, Grantee may make revelations consistent with activities directly related to the business of operating a Cable Communication System, i.e., mailing or information and billing statements. Upon request, the Board shall be furnished with Subscriber information.

#### **19.17 EVALUATION SESSION.**

- A. The Board and the Grantee shall hold scheduled evaluation sessions within thirty (30) days of the fifth (5<sup>th</sup>) and tenth (10<sup>th</sup>) anniversary dates of the granting of this franchise. All such evaluation sessions shall be open to the public and announced in an official Village newspaper of general circulation and at least five (5) days before each session.
- B. Special Evaluation Sessions. Special evaluation sessions may be held at any time during the term of the franchise, provided that both Board and the Grantee shall mutually agree on the time, the place and the topics to be evaluated. All such

evaluation sessions shall be open to the public and announced in a newspaper of general circulation at least five (5) days before each session.

- C. Topics to be Evaluated. The following topics shall be discussed at every scheduled evaluation session:

Service rate structures;

Free or discounted services;

Application of new technologies;

System performance;

Service provided;

Programming offered;

Customer complaints;

Privacy and human rights;

Amendments to this ordinance; and

Judicial and FCC rulings.

Topics, in addition to those listed, may be added if agreed upon by both parties. Members of the general public may add topics either by working through the negotiating parties, or by presenting a petition. If such a petition bears the valid signatures of fifty (50) or more qualified electors of the Village, the proposed topic or topics shall be added to the list of topics to be discussed at the evaluation session.

#### **19.18 SEVERABILITY.**

If any subsection, sentence, clause or phrase of this section is held unconstitutional, or otherwise invalid by any court or the FCC, such infirmity shall not affect the validity of the remainder of the section, and such subsection or part thereof shall be renegotiated by the Village and the Grantee.

#### **19.19 CABLE REVIEW COMMISSION.**

The Cable Review Commission shall be the Village Board.

The duties and powers of the commission are as follows:

- A. Resolving disputes or disagreements between Subscribers and the Grantee after investigation should the Subscriber and the Grantee not first be able to resolve their dispute or disagreement.

- B. Reviewing and auditing reports submitted to the Village as required by this ordinance and such other correspondence as submitted to the Village concerning the operation of the System so as to insure that the necessary reports are completed and filed pursuant to the terms of this subsection. Review rules and regulations set by Grantee as permitted by this ordinance.
- C. Assuring that all tariffs, rates and rules pertinent to the operation of the System in the Village are made available for inspection by the public at reasonable hours and upon reasonable request.
- D. Reviewing rates and recommending any rate changes to the Board.
- E. Planning and developing production and programming on dedicated access channels.
- F. Conferring with the Grantee and advising on the interconnection of the Village's Cable System with other cable and communication systems.
- G. Soliciting, reviewing and providing recommendations to the Board to insure compliance with this subchapter.
- H. Making recommendations to the Grantee of the System and to the users of the public, educational and governmental access channels.
- I. Insuring that Grantee makes the public access channel available to all residents of the Village on a nondiscriminatory basis and advising the Grantee on procedural rules for this purpose.
- J. Assuring that the operation of the public access channel be free of program censorship consistent with FCC standards.
- K. Performing such other duties and functions as may be assigned from time to time by the Board.

#### **19.20 CABLE MONITORING.**

Neither the Grantee, nor any governmental bureau, department, unit, agency or entity, at the federal, state, county or local level, nor any other person or entity, shall monitor, or arrange for the monitoring of, any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, except with the permission of the Subscriber or homeowner or as may be agreed upon between Grantee and the Board or its designee. This section shall not prevent Grantee from undertaking monitoring activities essential to the operation of the System, i.e., billing, nor shall it prevent the introduction of additional services agreed upon, i.e., two-way communications and security system.

#### **19.21 RIGHTS OF RESIDENTS.**

- A. An owner or operator of an apartment building, condominium, nursing home, or any other rental facility may not interfere with or charge a fee for the installation

of cable facilities for the use of a lessee of said property or premises, except that such owner or operator may require:

- a. Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises;
  - b. The Grantee, occupant, or tenant to pay for the installation, operation or removal of such operation or removal of such facilities; or
  - c. The Grantee, occupant or tenant to agree to indemnify the owner or operator for any damages caused by the installation, operation or removal of such facilities.
- B. It shall be unlawful for the Grantee to reimburse or offer to reimburse any person, or for any person to demand or receive reimbursement from the Grantee, for the placement upon the premises of such person of Grantee's facilities necessary to connect such person's premises to the distribution lines of Grantee to provide CATV service to said premises.
- C. A landlord may not discriminate in the amount of rent charged to tenants or occupants who receive cable services and those who do not.
- D. The Grantee may not take actions, which would diminish or interfere with the privilege of any tenant or other occupant of any such building to use or avail himself of master or individual antenna equipment.

#### **19.22 PROTECTIONS AFFORDED THE GRANTEE.**

- A. A person who willfully or maliciously damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Grantee, or who commits any act with intent to cause damage to any wire, cable, conduit, apparatus or equipment of the Grantee, or who taps, tampers with, or connects any wire or device to a wire, cable, conduit or equipment of the Grantee with intent to obtain a signal or impulse therefrom without authorization of the Grantee, shall be subject to a forfeiture as determined by the appropriate court, but this section shall not prevent a public utility from removing, disconnecting or otherwise rendering inoperable any of Grantee's apparatus or equipment attached or in any way connected to such public utility's facilities, if done for reasonable cause.
- B. The Grantee, or its agents, shall not, in any action for slander or for publishing a libel, be held liable in damages for or on account of any defamatory matter uttered, telecast, or published over the facilities of the Grantee by any person whose utterance, telecast, cablecast, or published over the facilities of the Grantee by any person whose provisions of any law of the United States or any regulation, ruling or order of the FCC, subject to censorship or control of the Grantee.
- C. The Grantee shall have the right to go upon the public right-of-way of the Village to trim trees and brush that may be interfering with its wire, cable, conduit,

apparatus or equipment provided that the Grantee first informs the Village of the nature and location of work to be done upon the Village's right-of-way.

- D. It shall be unlawful for any person, firm or corporation to obtain the use of the Grantee's services without paying for the same. Any person who steals or otherwise misappropriates the services of the Grantee shall be fined two hundred dollars (\$200.00).

### **19.23 MODIFICATION OF ORDINANCE.**

The Village reserves the right to add, delete, modify or otherwise change provisions of this Ordinance whenever it deems the same necessary, which changes shall only be made after reasonable notice to the Grantee and a public hearing, notice of which hearing shall be published for three (3) consecutive times, the last of which shall be at least ten (10) days prior to such hearing. Such additions, deletions, modifications or changes shall be reasonable and shall not materially affect the Grantee's operation under the franchise nor its income or profits derived therefrom.

The Grantee may initiate proceedings to change or modify this Ordinance upon application to the Village, which also shall only be done after the holding of a public hearing as set forth herein.