

Chapter 30

CABLE TELEVISION

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30.01 PURPOSES.

The purpose of this Chapter is to:

(a) Provide for the franchising and regulation of cable television systems within the Village of Paddock Lake; and

(b) Provide for the regulation by the Village of the rates to be charged to subscribers for cable television service; and

(c) Provide for the development of cable television as a means to improve communication between and among the citizens and public institutions of the Village; and

(d) Provide remedies and prescribed penalties for violation of this Chapter and the franchise(s) granted hereunder.

30.02 DEFINITIONS.

(a) "Agency" means the person, department or agency designated by the Board to act in matters related to cable television. In the absence of any specific designation by the Board, the Village President or his designate shall act as the Agency.

(b) "Auxiliary Services" means any communications services in addition to "regular subscriber services" including, but not limited to services for which a per-program or per channel charge is made, pay TV, burglar alarm services, data or other electronic transmission services and home shopping services, interactive two-way services and any other service utilizing any facility or equipment of a cable television system operating pursuant to a franchise granted under this Chapter.

(c) "Cable Television System" (or "Cable Communications System") means any non-broadcast facility consisting of a set of transmission paths and associated signal generations, reception, and control equipment, that distributes or is designed to distribute to subscribers audio, video, and other forms of electronic or electrical signals, but such term shall not include any such facility that serves or will serve only subscribers in one or more multiple unit dwellings under common ownership, control or management, and does not use municipal right-of-ways.

(d) "Channel" is a band of frequencies, six megahertz wide in the electro-magnetic spectrum capable for carrying either one audio-visual television signal and a few non-video signals or a large number of non-video signals.

(e) "Converter" means an electronic device which converts signals to a frequency not susceptible to interference

within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view all signals delivered at designated dial locations.

(f) "Fair Market Value" means the price that a willing buyer would pay to a willing seller for a going concern.

(g) "Federal Communications Commission" or "FCC" means the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

(h) "Franchise" means the non-exclusive rights granted hereunder to construct and operate a cable television system along the public ways in the Village or within specified areas in the Village, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the Village as may be required by other ordinances and laws of the Village.

(i) "Franchise Area" means that portion of the Village for which a franchise is granted under the authority of this Chapter. If not otherwise stated in the franchise, the franchise area shall be the corporate limits of the Village including all territory thereafter annexed to the Village.

(j) "Grantee" means the natural person, partnership, domestic or foreign corporation, association, joint venture, or organization of any kind granted a franchise by the Board under this Chapter and its lawful and approved successor, transferee or assignee.

(k) "Persons" means any people, firms, corporations, associations or other legally recognized entities.

(l) "Public Way" means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkways, waterways, or other public right-of-ways, including public utility easements or right-of-ways, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Village which shall entitle the Village and the Grantee to the use thereof for the purpose of installing and maintaining the Grantee's cable television system.

(m) "Regular Subscriber Service" means the distribution to subscribers of signals over the cable television systems on all channels except those for which a per-program or per channel charge is made, two-way services, and those intended for reception by equipment other than a television broadcast receiver.

(n) "Schools" means all public, or private tax exempt, educational institutions, including elementary and secondary

schools.

(o) "Subscriber" means any person who receives the regular subscriber service and/or any one or more of such other services as may be provided by the Grantee's cable television system, and does not further distribute such service(s).

(p) "Two-way Service" means the subscriber or any other location shall have the capability to choose whether or not to respond immediately or by sequential delay by utilizing any type of terminal equipment whatever, by pushbutton code, dial code, meter, voice, video including, but not limited to audio and video, electrical or mechanically produced signal, display and/or interrogation.

(q) "User" means a person or organization utilizing a system channel or system equipment and facilities for purposes of production and/or transmission of materials, as contrasted with receipt thereof in a subscriber capacity.

30.03 GRANT OF AUTHORITY.

(a) Requirement of a Franchise. No person, firm, company, corporation or association shall construct, install, maintain or operate a cable television system within the Village unless a franchise has first been obtained pursuant to the provisions of this Chapter, and unless such franchise is in full force and effect. Such franchise shall not take the place of any other license or permit which may be legally required of the Grantee in order to conduct such a business, or construct or install buildings, structures, facilities or equipment within the Village.

(b) Franchise Applications. After receiving applications for a franchise, the Village after considering the legal, financial, technical and character qualifications of the applicants, may grant one or more non-exclusive franchises creating a right to construct and operate a cable television system within the public ways of the Village. Franchise(s) may be granted to the applicant(s) which in the Village's judgment may best serve the public interest; provided, however, no provision of this Chapter shall be deemed or construed as to require the Village to grant a franchise.

30.04 FRANCHISE CONDITIONS.

(a) Franchise Term and Non-exclusivity. The term of an original franchise shall be twenty-five (25) years from the date the franchise is accepted by the Grantee. The term of a renewed franchise shall be no more than twenty-five (25) years. No franchise granted pursuant to this chapter shall give any exclusive right to a Grantee and every such franchise shall be

deemed to reserve the right to grant other franchises to use and occupy the public ways of the Village for cable television or any other purpose on such terms as the Village may then deem appropriate.

(b) Notice to the Grantee. Except as otherwise provided in this Chapter the Board shall not meet to take any final action involving the review, renewal, revocation or termination of the Grantee's franchise unless the Village has advised the Grantee in writing, at least thirty (30) days prior to such meeting, as to its time, place and purpose and published a notice, at least once, ten (10) days before the meeting in a newspaper of general circulation within the Village.

(c) Franchise Review and Modification. It shall be the policy of the Village to amend a franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of advancements in the state-of-the-art which will afford it an opportunity to more effectively, efficiently, or economically serve its subscribers; provided, however, that this Section shall not be construed to require the Village to make any amendment. Further, within the term of the franchise, the Board may adopt a resolution setting forth the time and place of a special Board meeting, the purpose of which will be to consider system performance, system design modifications, and the possible need for the adoption of a reasonable and appropriate modifications in a franchise of a nature that would not result in effectively terminating the same.

(d) Performance Evaluation Session.

(1) If a community or other appropriate channel maintained by Grantee is available, Grantee shall notify subscribers of all evaluation sessions by announcement on such channel, on the system between the hours of 7 o'clock p.m. and 9 o'clock p.m. for five (5) consecutive days preceding each session

(2) Special evaluation sessions may be held at any time during the time of the franchise at the request of the Agency or the Grantee.

(3) If requested by the Board on not less than sixty (60) days advance written notice to the Grantee, the Board and the Grantee shall hold scheduled performance evaluation sessions within thirty (30) days of the third, fifth, tenth and fourteenth anniversary dates of the Grantee's award of the franchise and as required by Federal and State law. All such evaluation sessions shall be open to the public.

(4) Topics which may be discussed at any scheduled or special evaluation sessions may

include, but not be limited to, service rate structures, franchise fees, penalties, free or discounted services, applications of new technologies, system performance, services provided, programming offered, customer complaints, privacy amendments to this ordinance, judicial and FCC rulings, line extension policies and Grantee or Board rules.

(5) During a review and evaluation by the Board the Grantee shall fully cooperate with the Board and shall provide such information and documents as the Board may need to reasonably perform its review.

(6) If at any time during the review the Board determines that reasonable evidence exists of inadequate cable system performance, it may require the Grantee to perform reasonable tests and analyses directed toward the suspected inadequacies. The Grantee shall fully cooperate with the Board in performing such testing and shall prepare results and a report if requested within thirty (30) days after notice. Such a report shall include the following information:

(a) The nature of the complaint or problem which precipitated the special tests;

(b) What system component was tested;

(c) The equipment used and procedures employed in testing;

(d) The method, if any, in which such complaint or problem was resolved; and

(e) Any other information pertinent to said tests and analyses which may be required.

(e) Franchise Renewal.

(1) The Grantee shall be solely responsible for requesting, the Board, in writing, to hold a special Board meeting, the purpose of which will be to review the Grantee's performance during the entire term of its franchise, to consider the adequacy of the franchise from the standpoint of the Village, of Grantee, and the Federal Communications Commission Rules for Cable Television, and to determine the advisability of renewing the Grantee's franchise. Said request shall be made not less than twelve (12) months prior to the franchise expiration date. Upon

receipt of said request, the Board may adopt a resolution setting forth the time and place of the special Board meeting.

(2) The Board may hear any interested persons during said special Board meeting and may determine whether or not the Grantee did reasonably comply with the terms and conditions imposed by this Chapter and the franchise.

(3) If the Board determines that the Grantee has been in reasonable compliance with the terms and conditions imposed by this Chapter and the Franchise, the Board may, by resolution, renew the Grantee's franchise, with any modification it deems desirable, for a period of time not inconsistent with the provisions of Section 30.04(a) of this Code.

(f) Franchise Revocation Procedures.

(1) Whenever a grantee shall refuse, neglect or willfully fail to construct, operate or maintain its cable television system or to provide service to its subscribers in substantial accordance with the terms of this Chapter and the franchise or to comply with the conditions of occupancy of any public ways, or to make required extensions of service, or in any other way substantially violate the terms and conditions of this Chapter, the franchise, or applicable rules or regulations, then the franchise may be revoked.

(2) In the event the Board or the Agency believes that grounds for revocation exist or have existed, the Board or Agency may notify a Grantee, in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Grantee's control, the Agency shall thereupon refer the matter to the Board.

(3) Upon referral from the Agency or by its own motion, the Board may revoke a franchise pursuant to Paragraph (f)(1) of this Subsection.

(4) The Board shall not revoke a franchise pursuant to Paragraph (f)(3) of this Subsection until it has given notice to the Grantee that it

proposes to take such an action and the grounds therefor. Further, the Board shall not revoke a franchise until the Grantee, or its representative, has had reasonable opportunity to be heard before the Board and show that the proposed grounds for revocation did not or do not exist, as the case may be.

(5) A Grantee shall not be subject to the sanctions of this Section for any act or omission wherein such act or omission was beyond the Grantee's control. An act or omission shall not be deemed to be beyond the Grantee's control if committed, omitted, or caused by a corporation, or other business entity, which holds a controlling interest in the Grantee, whether held directly or indirectly. Further, the inability of a Grantee to obtain financing, for whatever reason, shall not be an act or omission which is "beyond the Grantee's control."

(6) In the event that a franchise has been revoked by the Board, the Board shall have an option, to the extent then permitted by existing law, to either purchase the tangible assets of the Grantee's cable television system previously governed by the franchise at their fair market value as defined herein or assign such rights to purchase, or require removal of all Grantee's property located within the public ways of the Village at the Grantee's expense. Such an option must be exercised within one (1) year from the date of the revocation of the franchise, or the entry of a final judgment by a court reviewing the question of the Board's revocation, or the entry of a final order upon appeal of the same, whichever is later.

(7) The termination of a Grantee's rights under a franchise shall in no way affect any other rights the Village may have under the franchise or any provision of law.

(g) Transfer of Ownership to Grantor.

(1) If those circumstances provided for in this Chapter wherein the Village shall have the right to purchase ownership of a Grantee's cable television system or any of its assets, the Village must give notice that it elects to exercise such right and the Village may acquire such assets at the time of payment of the value thereof. In those circumstances where the question of value has been submitted to arbitration, the

Board may affirmatively accept the decision of the arbitrators within ninety (90) days after the rendering of the arbitrator's decision. However, if the Board fails to accept the arbitrator's decision within the aforesaid ninety (90) day period, the rights of the Village to purchase shall expire.

(2) If any time lapses between the time of transfer of assets and the time of payment therefor, the Grantee shall be entitled to interest during the interim at the rate of eight percent (8%) per annum.

(h) Grantor's Right to Assign. A franchise shall not limit the right of the Village to assign its rights to acquire any or all assets of a Grantee's cable television system.

(i) Franchise Fee.

(1) The franchisee shall, during each year of operation under this franchise, pay to the Village, three (3%) percent of the annual basic subscriber revenues received by the franchisee for cable television service rendered to customers located within the Village. For purposes of this Subsection, "basic subscriber revenues" shall mean only those revenues derived from regular subscriber services, namely, carriage of broadcast signals and required non-broadcast services. At the time of this annual payment, the franchisee shall furnish to the Village an annual report showing the franchisee's annual basic subscriber revenues during the preceding year and such other information as the Village shall reasonably request with respect to the franchisee's basic subscriber revenues. Upon request, the franchisee shall permit representatives of the Village to examine the franchisee's books for the purpose of verifying the amount of franchise fees.

(2) The Village shall have the right, consistent with the provisions of this Code, to inspect the Grantee's income records, the right of audit and the recomputation of any amounts determined to be payable under this Chapter. Any additional amount due the Village as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the Village which notice shall include a copy of the audit report. The cost of said audit shall be borne by the Grantee if it is properly determined that the Grantee's annual payment due to the Village for the preceding year is increased thereby by more than five (5%)

percent.

(3) In the event that any franchise payment or recomputed amount is not made on or before the applicable dates heretofore specified, interest shall be charged from such due dates at the rate of one (1%) percent per month.

(4) In no event shall the payments made by Grantee hereunder exceed those permitted by law.

(j) Liability and Indemnifications.

(1) The franchisee shall pay and by its acceptance of the franchise, the franchisee expressly agrees that it will pay all damages and penalties which the Village and its inhabitants may legally be required to pay as a result of the franchisee's negligence in the installation, operation or maintenance of the cable television system authorized herein. The Village shall notify the franchisee's representative within fifteen (15) days after the presentation of any claim or demand to the Village, either by suit or otherwise, made against the Village on account of any negligence or contract as aforesaid on the part of the franchisee. The franchisee shall carry and pay the cost of the following liability insurance in support of its undertaking to hold the Village harmless from loss sustained by either on account of the negligence of the franchisee, in at least the amounts indicated below, for injury to or death of persons and injury to or destruction of property:

(a) \$100,000.00 for property damage to any one person.

(b) \$200,000.00 for property damage to any one accident.

(c) \$100,000.00 for personal injury to any one person.

(d) \$300,000.00 for personal injury to any one accident.

The franchisee shall also maintain umbrella liability insurance of not less than one million dollars and shall comply with all provisions of the worker's compensation laws of the State of Wisconsin.

(2) The Grantee shall, at its sole cost and

expense, indemnify and hold harmless the Village, its officials, boards, commissions, consultants, agents and employees against any and all claims, suits, causes of action, proceedings, and judgments for damage arising out of the award of a franchise to the Grantee and its operation of the Cable television system under the franchise. These damages shall include, but not be limited to, penalties arising out copyright infringements and damages arising out of any failure by Grantee to secure consents from the owners authorized distributors or licensees of programs to be delivered by the Grantee's cable television system whether or not any act or omission complained of is authorized, allowed, or prohibited by the franchise. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by any consultants, agents and employees of the Village.

(k) Transfer of Franchise. No sale or transfer shall be effective until the vendee, assignee or lessee has filed with the appropriate officials of the Village an instrument duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this franchise and agreeing to perform all of the conditions thereof. This system shall not be sold or transferred by the franchisee to any outside interests except upon written notice to the Village not less than thirty (30) days before such transfer or sale.

30.05 SUBSCRIBER FEES AND RECORDS.

(a) Subscriber Contracts. No contract as to the length of service for regular monthly subscriber shall be required by the franchisee under ordinary circumstances. Franchisee agrees that under ordinary circumstances it shall be the right of the subscriber to start or terminate his or her service on the cable according to his or her own wishes by making advance payments to commence service, and by reasonable notice to the franchisee to terminate the service. It is hereby acknowledged, however, that equipment installed by the franchisee on behalf of the subscriber shall remain the property of the franchisee, and shall be subject to reasonable inspection and service by the franchisee at reasonable hours and removal upon termination of the service. In the event that any subscriber shall fail to meet his or her obligations according to the rate schedule and meet reasonable franchisee rules and regulations, the franchisee shall have the right to withhold or deny service to such subscriber.

30.06 SYSTEM OPERATIONS.

(a) Franchise Areas. The areas of the Village for which applications for franchise will be accepted shall be specified by the Board of Trustees.

(b) Service Area. Grantee must extend and make cable television service available at standard installation rates in all areas that are technically and financially feasible. In areas that are not technically or financially feasible, the service will be extended on a cost-sharing basis with the subscriber.

(c) System Description and Service.

(1) The cable television system to be installed by Grantee shall comply in all respects with the technical performance requirements set forth in the FCC's Rules for Cable Television including applicable amendments thereto; provided, however, that nothing contained herein shall be construed to prohibit the Grantee from proposing to comply with more rigid technical performance requirements. If the FCC should delete said requirements, the Village hereby reserves the right to amend this Chapter to incorporate similar standards and every franchise granted pursuant to this Chapter shall be subject to such reserved power whether or not expressly so conditioned.

(2) Upon request the franchisee shall furnish free of charge, inside wiring and outside connections and services for basic services only to all public and parochial schools located within the Village and to Village buildings, when other connections are being made within the particular area of any such schools or public buildings; provided, however, any and all inside wiring or work for pay services in addition to basic services shall be done at the expense of the schools, or the Village, as the case may be, and provided that a service cable has previously been installed in reasonable proximity to such schools or public buildings. In addition, the franchisee agrees to provide such access channels as are required by the FCC Rules and Regulations.

(3) A Grantee, and all other persons using or making use of the cable communications system(s), shall comply with all Federal, State and local laws, rules and regulations regarding the exhibition, display or showing of obscene or indecent materials.

(4) At the option of the subscriber, a Grantee shall provide, at its cost, a device capable of locking out any premium programming video and

audio signals.

(d) Operational Requirements and Records.

(1) Grantee shall construct, operate, and maintain the cable television system in full compliance with the rules and regulations, including applicable amendments, of the Federal Communications Commission and all other applicable Federal, State, or local laws and regulations, including the latest editions of the National Electrical Safety Code and the National Fire Protection Association National Electrical Code. The cable television system and all its parts shall be subject to inspection by the Village, and the Village hereby reserves the right to review a Grantee's construction plans prior to the commencement of construction.

(2) All inquiries or complaints shall be received during normal business hours, 8:00 a.m. to 4:30 p.m. Monday, Tuesday, Thursday and Friday and 8:00 a.m. to 12:00 p.m. Saturday. All complaints and inquiries will be investigated, responded to or acted upon as promptly as is practical, and unless circumstances otherwise require, within three business days of their receipt.

(3) Grantee shall exercise its best effort to design, construct, operate, and maintain the system at all times so that signals carried are delivered to subscribers without material degradation on quality (within the limitations imposed by the technical state-of-the-art).

(e) Street Occupancy.

(1) Grantee shall utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities whether on the public way or on privately-owned property, until the written approval of the appropriate governmental authority, and, if necessary, of the property owner is obtained, and which approval shall not be unreasonably withheld by the municipality. However, no location of any pole or wireholding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Village or other governmental authority determines that the public convenience would be enhanced thereby.

(2) Where the Village or a public utility serving the Village desires to make use of the poles or other wireholding structures of the Grantee but agreement therefor with the Grantee cannot be reached, the Village may require the Grantee to permit such use for such consideration and upon such terms as the Village shall determine to be just and reasonable, if the Village determines that the use would enhance the public convenience and would not unduly interfere with the Grantee's operation.

(3) All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and appearance and reasonable convenience of property owners who adjoin on any public way and at all times shall be kept and maintained in a safe, adequate, and substantial condition, and in good order and repair. The Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way, and only after obtaining and complying with appropriate street occupancy permits from the Village.

(4) Grantee shall remove, replace, or modify at its own expense, the installation of any of its facilities as may be deemed necessary by the Village or other appropriate governmental authority to meet its proper responsibilities.

(5) All installations shall be underground in those areas of the Village where public utilities providing both telephone and electric service are underground at the time of installation. In areas where either telephone or electric facilities are above ground at the time of installation, the Grantee may install its service above ground, provided that at such time as those facilities are required to be placed underground by the Village or are placed underground, the Grantee shall likewise place its services underground without additional cost to the Village or to the individual subscriber so served within the

Village. If the facilities of either the electric or the telephone utility are aerial, the cable television facilities may be located underground at the request of a property owner, provided that the excess cost over aerial location shall be borne by the property owner making the request.

(6) In the event of disturbance of any public way or private property by the Grantee, it shall, at its own expense and in a manner approved by the Village or other appropriate governmental authority and the owner, replace and restore such public way or private property in as good a condition as before the work causing such disturbance was done. In the event the Grantee fails to perform such replacement or restoration the Village or the owner shall have the right to do so at the sole expense of the Grantee. Demand for payment to the Village or owner for such replacement or restoring of such roads or private property as may have been disturbed must be in writing to the Grantee.

(7) Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Village to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the Village for restoration and repair.

(8) At the request of any person holding a valid building moving permit issued by the Village or other appropriate governmental authority and upon at least 72 hours notice, Grantee shall temporarily raise, lower, or cut its wires as may be necessary to facilitate such move. The direct expense of such temporary charges, including standby time, shall be paid by the permit holder, and Grantee shall have the authority to require holder, and Grantee shall have the authority to require payment in advance.

(9) Grantee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to the supervision and direction of the Village or other appropriate governmental authority.

(f) Construction Schedule and Reports.

(1) Upon accepting the franchise, Grantee shall, within ninety (90) days, file the documents required to obtain all necessary Federal, State and local licenses, permits and authorizations

required for the conduct of its business, and shall submit monthly reports to the Village on progress in this respect until all such documents are in hand. Failure of the Grantee to pursue all necessary steps to secure the aforementioned authorizations with due diligence shall constitute a substantial violation of this Chapter.

(2) The grantee shall commence construction of the cable system within eight (8) months after receiving all necessary permits, authorizations and licenses, and shall complete construction of the system in the Service Area and offer and be capable of delivering cable television service in full accordance with this Chapter and the franchise granted hereunder to subscribers in not less than fifty (50%) percent of the occupied dwelling units in the SA within twelve (12) months after commencing construction, and shall be capable of delivering service to the remaining fifty (50%) percent of the occupied dwelling units in the SA in the succeeding twelve (12) month period thereafter, or such lesser periods as shall be specified in the franchise. Notwithstanding the foregoing, failure of the Grantee for any reason to commence construction within twelve (12) months of the date of acceptance of the franchise shall be grounds for revocation of the franchise. For the purpose of this Section, construction shall be deemed to have commenced when the first aerial strand cable has been attached to a pole, or the first underground trench has been opened.

(3) Every three (3) months after the start of construction, Grantee shall furnish the Village a report on progress of construction until complete. The report shall include a map that clearly defines the areas wherein regular subscriber service is available.

(g) Protection of Privacy.

(1) No person may intrude on the privacy of another by doing any of the following without the written consent of the subscriber given within the preceding two (2) years:

(a) Monitor the subscriber's cable equipment or the use of it, except to verify the system's integrity or to collect information for billing of pay services.

(b) Provide anyone with the name or address or other information that discloses or

reasonably leads to the disclosure of any aspect of the behavior, preferences or finances, of the subscriber or of a member of the subscriber's household.

(2) A person may supply the name, address or other information identifying a cable television subscriber or member of the subscriber's household to another person if the person receiving the information uses it only for billing of pay services or to send listings of cable television programs to the subscriber.

30.07 GENERAL PROVISIONS.

(a) Limits on Grantee's Recourse.

(1) Except as expressly provided in this Chapter and the franchise, the Grantee shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Chapter or the franchise nor for the Village's failure to have the authority to grant the franchise. The Grantee expressly agrees that upon its acceptance of the franchise it does so relying upon its own investigation and understanding of the power and authority of the Village to grant said franchise.

(2) The Grantee, by accepting the franchise, acknowledges that it has not been induced to accept same by any promise, verbal or written, by or on behalf of the Village by any third person regarding any term or condition of this Chapter or the franchise not expressed therein.

The Grantee further pledges that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the cable television franchise.

(3) The Grantee further acknowledges by acceptance of the franchise that it has carefully read the terms and conditions of this Chapter and the franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

(4) The decision of the Village Board concerning Grantee selection and awarding of the franchise shall be final.

(b) Compliance with State and Federal Law. The

Grantee shall, at all times, comply with all laws of the State and Federal government and the rules and regulations of any Federal or State administrative agency; provided, however, this Section shall not be construed to require the Village to make an initial determination of any such violation.

(c) Special License. The Village reserves the right to issue a license, easement or other permit to anyone other than the Grantee to permit that person to traverse any portion of the Grantee's franchise area within the Village in order to provide service outside the Village. Such license or easement, absent a grant of franchise in accordance with this Chapter, shall not authorize nor permit said person to provide a cable television service of any nature to any home or place of business within the Village nor to render any service or connect any subscriber with the Village to the Grantee's cable television system.

(d) Franchise Validity. The Grantee agrees, by the acceptance of the franchise, to accept the validity of the terms and conditions of this Chapter and the franchise in their entirety and that it will not, at any time, proceed against the Village in any claim or proceeding challenging any term or provision of this Chapter or the franchise as unreasonable, arbitrary or void, or that the Village did not have the authority to impose such term or condition.

(e) Failure to Enforce Franchise. The Grantee shall not be excused from complying with any of the terms and conditions of this Chapter or the franchise by any failure of the Village, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

(f) Rights Reserved to the Grantor.

(1) The Village hereby expressly reserves the following rights:

(a) To exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the Village.

(b) To adopt, in addition to the provisions contained herein and in the franchise and in any existing applicable ordinances, such additional reasonable regulations of general applicability as it shall find necessary in the exercise of its police power.

(c) To amend any provisions of this Chapter, and to renegotiate any provision of a franchise granted pursuant hereto, which is declared or rendered void or unenforceable by

any court or administrative body having jurisdiction thereof, or by changes in State or Federal laws enacted after the award of the franchise.

(d) To renegotiate the entire franchise should decision(s) of courts or administrative bodies having appropriate jurisdiction, or State or Federal laws enacted after the award of a franchise, render void or unenforceable substantial and material portions of this Chapter or a franchise granted pursuant hereto, where the result thereof is to make the balance of the Chapter or the franchise meaningless or where the authority of the Village to regulate cable communication systems within the Village is substantially and materially abrogated.

(g) Time Essence of Agreement. Whenever this Chapter or the franchise sets forth any time for any act to be performed by or on the behalf of the Grantee, such time shall be deemed of the essence and the Grantee's failure to perform within the time allotted shall, in all cases, be sufficient grounds for the Village to invoke the remedies available under the terms and conditions of this Chapter and the franchise.

(h) Acceptance. This Chapter and the franchise and their terms and conditions shall be accepted by the Grantee by written instrument filed with the Village within thirty (30) days after the granting of the franchise, unless said period is extended by the Board at its sole discretion. In its acceptance, the Grantee shall declare that it has carefully read the terms and conditions of this Chapter and the franchise and accepts all of the terms and conditions imposed by this Chapter and the franchise and agrees to abide by the same.

(i) Landlord/Tenant Relations.

(1) Interference with cable service prohibited. Neither the owner of any multiple unit residential dwelling nor his agent or representative shall interfere with the right of any tenant or lawful resident hereof to receive cable television service, cable installation or maintenance from a cable television company regulated under a valid and existing cable television franchise issued by the Village.

(2) Gratuities and payments to permit service prohibited. Neither the owner of any multiple unit residential dwelling nor his agent or representative shall ask, demand or receive any

payment, service or gratuity in any form as a condition for permitting or cooperating with the installation of a cable communications service to the dwelling unit occupied by a tenant or resident requesting service.

(3) Penalties and charges to tenants for service prohibited. Neither the owner of any multiple unit residential dwelling nor his agent or representative shall knowingly penalize, charge or surcharge a tenant or resident, or forfeit or threaten to forfeit any right of such tenant or resident, or discriminate in any way against such tenant or resident who requests or receives cable communications service from a Grantee operating under a valid and existing cable communication franchise issued by the Village.

(4) Reselling service prohibited. No person shall resell, without the expressed, written consent of both the Grantee and the Board, any cable service, program or signal transmitted by a cable television company operating under a franchise issued by the Village.

(5) Protection of property permitted. Nothing in this Section shall prohibit a person from requiring that cable television system facilities conform to laws and regulations and reasonable conditions necessary to protect safety, functioning, appearance and value of premises or the convenience and safety of persons or property.

(6) Risks assumed by Grantee. Nothing in this Section shall prohibit a person from requiring a Grantee to agree to indemnify the owner, or his agents or representatives, for damages or from liability for damages caused by the installation, operation, maintenance or removal of cable television facilities.

(j) Theft of service. It shall be unlawful for any person to attach or affix or to cause to be attached or affixed any equipment or device which allows access to or use of the cable television service without payment to the Grantee for same.

(k) Penalties. Persons, whether natural, artificial or commercial entities who violate any other provisions of this Chapter shall be subject to a fine not to exceed Five Hundred Dollars (\$500.00) for each offense, as provided for in Section 1.07 of this Code.

(l) Grantee may promulgate rules. Grantee shall have the authority to promulgate rules, regulations, terms and

conditions of its business as shall be reasonably necessary to enable it to exercise its rights and perform its services under this Chapter and the Rules of the FCC, and to assure uninterrupted service to each and all of its subscribers. Such rules and regulations shall not be deemed to have the force of law.

(m) Delegation of Powers. Any delegable right, power or duty of the Village, the Agency, the Board or any official of the Village under this Chapter may be transferred or delegated by resolution of the Board to an appropriate officer, employee, or department of the Village or any other legal authority.