

Title 9 ► Chapter 3

Cable Television

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Sec. 9-3-1 Grant of Franchise.

Pursuant to the terms and conditions contained herein, and all applicable provisions of State and Federal laws and regulations, the Village of Elk Mound, Dunn County, Wisconsin ("Village"), hereby grants to Time Warner Cable Company ("CATV"), the right, privilege and franchise to construct, operate and maintain a cable television system in the Village.

Sec. 9-3-2 Use of Streets.

- (a) For purposes of constructing, operating and maintaining the cable television system, CATV may install, construct, repair and replace such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and any other property and equipment as is necessary and appurtenant to the operations of the system, upon, across, under and along the streets and alleys within the Village, provided all applicable permits are applied for and granted, all fees are paid and all Village ordinances are complied with.
- (b) Prior to construction or alteration, CATV shall in every case submit underground plans to the Village and utility companies and not proceed until such plans are approved.
- (c) CATV shall construct and maintain the system so as not to interfere with other uses of the streets, and shall make use of existing poles and other available facilities when possible.
- (d) Any streets, alleys or sidewalks disturbed or damaged in the construction or maintenance of the system shall be promptly repaired by CATV at its expense to the satisfaction of the Village.

Sec. 9-3-3 Franchise Term.

The franchise granted shall commence on the effective date of this Chapter and shall continue until December 31, 2004. The Village may terminate or suspend said franchise for cause,

including but not limited to failure to pay the franchise fee, failure to comply with any applicable Village, County, State or Federal law, regulation, ruling or permit condition, or failure to render adequate quality service to Village customers, provided the Village shall provide ninety (90) days' written notice allowing CATV to correct the problem.

Sec. 9-3-4 Franchise Fee.

The Village Board may establish a Franchise fee from zero to five percent (0 - 5%) of the revenue received by the Grantee from subscribers in the Village of Elk Mound for basic, additional outlet and premium service. Sixty (60) days written notice shall be provided to Grantee to initiate or change the amount of the franchise fee within the parameters of zero to five percent (0 - 5%). Franchise fee payments, if any, shall be paid by the Grantee annually on or before February 15.

Sec. 9-3-5 Hold Harmless.

CATV shall hold the Village, its agents and employees, harmless from all claims for damages arising out of the construction, operation and maintenance of the system. CATV shall indemnify the Village, its agents and employees, for any and all costs incurred as a result of any such claims.