

CHAPTER 20

CABLE TV FRANCHISE

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20.01 TITLE. This chapter shall be known, and may be cited, as the “Town of Kewaskum Cable TV Franchise.”

20.02 PURPOSE. It is the purpose of this chapter to provide for the granting of a nonexclusive franchise to construct, maintain and operate a CATV system in the Town of Kewaskum and to set forth the rights and obligations of the Town and the Grantee accompanying said grant.

20.03 DEFINITIONS. For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

- (1)TOWN. The Town of Kewaskum or any duly appointed designate thereof, including, but not limited to, the Cable Review Committee and the Town Board.
- (2)TOWN BOARD. The present governing body of the Town or any successors to the legislative powers of said body, or any duly appointed designate thereof.
- (3)CABLE SYSTEM, CABLE COMMUNICATIONS SYSTEM OR CATV SYSTEM. A system located within the Town only of antennas, coaxial cables, wires, wave guides or other conductors, electronic equipment or facilities designed, constructed or used for the production of television signals, interception and reception of television or radio signals directly or indirectly off the air, and the distribution or transmission of such signals and other communications services by means of cable or similar devices to subscribers.
- (4)SUBSCRIBER. Any person or entity receiving for any purpose the cable service of the Grantee.
- (5)PERSON. Any person, firm, partnership, association, corporation, company or organization of any kind.
- (6)GRANTEE. Any firm, corporation or other entity to which the Town grants a franchise to construct, maintain and operate a broadband telecommunications network within the Town, and any lawful successor or assignee of said franchise recipient.
- (7)CHANNELS. A group of frequencies in the electromagnetic spectrum capable of carrying an audio—date or an audio—visual television signal. Each channel is a block of frequencies containing 6 Milz bandwidth.
- (8)CONVERTER. An electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber to view all signals delivered at designated dial locations.
- (9)BASIC SERVICE. The simultaneous delivery by the Grantee to television receivers of those broadcast and nonbroadcast television channels.
- (10) ADDITIONAL SERVICE. Service provided by the Grantee other than a basic service.
- (11) FRANCHISE. The nonexclusive right, privilege and authority granted by this chapter to construct, maintain and operate through the use of Town roads.
- (12) TOWN ROAD. Any road, street, alley or other public right of way in the Town.

(13)THE GRANTEE'S SYSTEM or THE SYSTEM or THE CABLE SYSTEM or THE CATV SYSTEM. The CATV system constructed or operated by a Grantee pursuant to a franchise granted hereunder.

(14)FCC. The Federal Communications Commission.

(15)TO MONITOR. To observe a one-way or 2-way communications signal without the expressed prior consent of the subscriber receiving or sending said communications signal, whether said signal is observed by visual or electronic means, for any purpose whatsoever.

20.04 USE OF TOWN ROADS. (1) GRANT OF AUTHORITY. (a) There is hereby granted by the Town the nonexclusive right, privilege and franchise to construct, operate and maintain a CATV system in the roads of the Town for a period of 15 years, subject to the rights, obligations, conditions and restrictions as hereinafter provided.

(b)The right to use and occupy said roads for the purpose herein set forth shall not be exclusive and the Town reserves the right to grant a similar use of said roads to any person at any time during the period of this franchise.

(2)EXPIRATION OF THE GRANT. (a) Two years prior to the expiration of the franchise granted hereunder, the Town and Grantee shall meet to review the development and operation of the Grantee. Within 60 days thereof, the Town shall extend to the Grantee an option to renew this franchise upon the same conditions as stated herein.

(b)In the event the Town agrees that the Grantee has substantially complied, the Grantee may submit such decision to arbitration within 60 days pursuant to rules and conditions of the American Arbitration Association. Such decision shall be binding upon both parties.

(3) CONDITIONS REGARDING ROAD USE. (a) All transmission and distribution structures, lines and equipment erected by the Grantee within the Town shall be located so as not to interfere with the proper use of roads, streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said roads, streets, alleys or public ways and places, and not to interfere with existing public utility installations. All installations shall be underground in those areas of the Town where either of the public utilities providing telephone or electric service are underground at the time of installation. The Grantee shall install its cable to conform with the National Electric Safety code. In areas where both telephone and electric distribution facilities are above ground at the time of installation, the Grantee may install its facilities above ground, but in such case the Grantee, to the maximum extent possible and subject to approval by the affected public utility, shall place its facilities on the poles of said public utilities. If, subsequently, said telephone or electric utility facilities go underground, the facilities of the Grantee of any facilities or installations of a telephone or electric utility and the conditions of said uses shall be determined by negotiations between the Grantee and said utility.

(b)In case of any disturbance of pavement, sidewalk, driveway, sod or other surfacing, the Grantee shall, at its own expense, and in the manner provided by the Town, replace and restore all paving, sidewalk, driveway or other surface of any road, street, alley, parkway or private property disturbed.

(c) If, at any time during the period of the franchise, the Town shall lawfully elect to alter or change the grade or location of any roads, street, alley or other public way, the Grantee shall, upon reasonable notice by the Town, remove, relay and relocate its poles, wires, cables and underground fixtures at its own expense, and in each instance comply with the requirements of the Town.

(d) The Grantee shall have the authority to trim any trees upon and overhanging the roads, streets, alleys, sidewalks and public places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the Town, such trimming may be done by it, or under its supervision and direction, at the expense and liability of the Grantee.

20.05 INITIAL SYSTEM INSTALLATION SCHEDULE. (1) OBLIGATIONS OF THE GRANTEE. (a) Grantee shall, within 90 days from the granting of a franchise, make application to the FCC for a certificate of compliance for the establishment of a cable television system in the Town and shall prosecute such application diligently and faithfully in order that necessary approvals can be obtained in the shortest time possible. The Town reserves the right to intervene in said application for a certificate of compliance, and the Grantee shall pay all expense incurred by the Town in connection with the submission and defense of an application for a certificate of compliance filed with the FCC by the Grantee.

(b) Prior to the commencement of construction and prior to receipt of final approvals from the FCC for establishment of the system, the Grantee shall conduct the necessary engineering studies so that the construction can commence immediately upon final approval of the FCC.

(c) The Grantee shall, within 180 days from the granting of a franchise, begin preliminary engineering of the pole line route and electrical layouts and initiate engineering surveys for the receiving site and building locations of the Grantee's cable TV system.

(d) The Grantee shall commence construction of the cable television system no later than 180 days after the franchise has been granted.

(e) The Grantee shall furnish the Cable Review Committee with progress reports indicating in detail the area of construction of the cable television system. Such periodic reports shall be furnished at 6 month intervals, with the first report to be made 3 months after the construction commencement date.

(f) The requirements established in pars. (a) through (e) above are maximums and the Grantee may at any time proceed at a rate speedier than required by said pars. (a) through (e) above.

20.06 FINANCIAL CONSIDERATIONS. (1) FRANCHISE PAYMENTS. The Grantee shall pay to the Town for the use of the roads and streets and other facilities of the Town in the operation of the CATV system and for the municipal supervision thereof a fee in the amount of 3% of the annual basic service receipts of the Grantee.

(2) **INSURANCE AND INDEMNITY.** (a) At all times during the term of the franchise, the Grantee shall obtain, pay all premiums for and file with the Cable Review Committee at least 10 days before construction of the system commences a certificate of insurance or other proof evidencing payment of premiums for the following:

1.A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the Town, its officers, boards, committees, commissions, agents or employes, from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$1,000,000 for bodily injury or death of any one or more persons in any one occurrence. Said policies are to include personal injury coverage.

2.Property damage insurance indemnifying, defending and saving harmless the Town, its officers, boards, committees, commissions, agents and employes from and against all claims by any person whatsoever for property damage occasioned by the operation of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$500,000 for property damage in any one occurrence.

(b)All of the foregoing insurance contracts shall be in form satisfactory to the Town Attorney, shall be accepted by companies authorized to do business in the State of Wisconsin acceptable to the Town Attorney. Said insurance contracts shall require 30 days written notice of any cancellation to both the Town and the Grantee.

(c)The Grantee shall also, at its sole cost and expense, fully indemnify, defend and hold harmless the Town, its officers, boards, committees, commissions and employes against any and all claims, suits, actions, liability and judgments for damages, including, but not limited to, expense for reasonable legal fees and disbursements and liabilities assumed by the Town in connection therewith:

1.Arising out of any claim for invasions of the right of privacy, for defamation of any person, firm or corporation, or for violation or infringement of any copyright, trade make, trade service mark or patent, or of any other right of any person, firm or corporation, excluding claims arising out of or relating to Town programming, and

2.Arising out of the Grantee's failure to comply with the provisions of any Federal, State or local statute, ordinance or regulation applicable to the Grantee in its business hereunder, and

3.Arising out of claim for violation of anti-trust laws.

(d)The foregoing indemnity is conditioned upon the following: The Town shall give the Grantee prompt notice of the making of any claim or the commencement of any action, suit or other proceedings covered to prevent the Town from cooperating with the Grantee and participating in the defense of any litigation by its own counsel at its sole cost and expense.

(3)ACCEPTANCE OF THIS CHAPTER. This chapter and its terms and provisions shall be accepted by the Grantee by written instrument executed and acknowledged by it as a deed is required to be, and filed with the Town Clerk within 20 days after the award of a franchise. Such written instrument shall state and express the acceptance of this chapter and its terms, conditions and provisions, and said Grantee shall agree in said instrument to abide by, to observe and perform same, and declare that statements and recitals herein are correct and that is has made and does make this agreement, statements and admissions in this chapter recited to have been or to be made.

20.07 SERVICES TO BE PROVIDED. (1) GENERAL REQUIREMENTS. (a) The Grantee shall install, maintain and operate its system in accordance with the highest standards of the art of cable communications and in accordance with any code of conduct which has been adopted or shall be adopted by the National Cable Television Association.

(b)The Grantee shall render efficient service in accordance with such rules and regulations as have been promulgated and will be promulgated by the FCC and other Federal and State regulatory agencies.

(c)The Grantee shall provide a uniform, strong signal, free from distortion and interference, as determined by the Cable Review Committee, and shall not interrupt services unless absolutely necessary.

(d)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 Town revokes or fails to renew this permit, the Grantee shall do everything in its power to ensure that all subscribers receive continuous, uninterrupted service regardless of the circumstances. In the event of the change of Grantee, the current Grantee shall cooperate with the Town or with a representative appointed by the Town to operate the system for a temporary period in maintaining continuity of service to all subscribers.

(2)CHANNEL ALLOCATIONS, OFF THE AIR PROGRAMMING. (a) The Grantee shall carry the signals of TV stations pursuant to the present and future regulations of the FCC.

(b)The Grantee shall provide radio channels which may be received on conventional FM receivers, connected to the Grantee's cable system.

(c)Such additional channels, signals, programs and production equipment as the Grantee may include in its proposal for obtaining the franchise.

(3)CUSTOMER SERVICE. (a) The Grantee shall maintain an office within the greater Milwaukee area with a listed telephone number on the local exchange which shall be open during all usual business hours, and so be operated that complaints and request for repairs or adjustments may be received at any time. Said office shall be open and fully operational within one year of the execution of the cable franchise agreement.

(b)The Grantee shall respond to all service calls and complaints and shall correct malfunctions in its equipment as promptly as possible.

20.08 TECHNICAL CONFIGURATION AND CAPACITY. (1) The Grantee shall at all times meet the technical standards established by the FCC, including specifications for frequency boundaries, visual carriers, frequency levels, aural carrier frequency levels, channel frequency response, terminal isolation and system radiation, and other standards which the FCC may set.

(2)At the option of any individual subscriber, the Grantee shall install a switching device upon said subscriber's television receiver whereby said subscriber may disconnect its television receiver from the Grantee's cable system in order to receive over—the—air television signals. The price of this device to said subscriber shall be the cost of said device to the Grantee, or less at the option of the Grantee, and the Grantee shall not charge the

subscriber any fee for the installation of said device. The Grantee shall make all reasonable efforts to obtain said devices at the lowest possible cost to it.

(3)At the option of any individual subscriber, the Grantee shall provide a device which allows said individual subscriber to utilize a key to disconnect those channels providing additional services to the subscriber such as pay-TV channels. The price of said device shall be the cost of said device to the Grantee, or less at the option of the Grantee, and the Grantee shall not charge the subscriber any fee for the installation of said device. The Grantee shall make all reasonable efforts to obtain said devices at the lowest possible cost to it.

20.09 RATES. (1) DETERMINATION. The Grantee shall charge the rates set forth in its proposal to the Town.

(2)MUNICIPAL OUTLETS. The Grantee shall provide, without charge, one outlet to each municipally owned building, fire station, Town Hall, public and parochial school, and institution of higher learning that is passed by its cable. If more than one outlet is required of any said locations, the Grantee shall install same at the cost of time and materials only, and in no event will there be a monthly service charge at said locations for basic service.

20.10 PROTECTION OF INDIVIDUAL RIGHTS. (1) DISCRIMINATORY PRACTICES PROHIBITED. The Grantee shall not deny service, deny access or otherwise discriminate against subscribers, programmers or general citizens on the basis of race, color, religion, national origin, creed or sex. Nothing in this provision shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting subscribers, nor shall this provision be interpreted to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any subscriber or programmer included within a particular classification shall be entitled.

(2)EMPLOYMENT PRACTICES OF THE GRANTEE. In carrying out the construction, maintenance and operation of its cable television system, the Grantee will not discriminate against any employe or applicant because of race, creed, color, religion, sex or national origin. The Grantee shall strictly adhere to the equal employment opportunity requirements of the FCC, as expressed in Sec. 76.13(2)(8) and 76.311 of Ch. 1 of Title 47 of the Code of Federal Regulations. The Grantee shall comply at all times with all other applicable Federal, State, Town and County laws, and all executive and administrative orders relating to nondiscrimination in employment. The Grantee will take affirmative action to ensure that applicants are employed and that employes are treated during employment without regard to their race, creed, color, sex, religion or national origin. Such action shall post in conspicuous places, available to employe and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall, in all solicitations or advertisements for employes placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion or national origin. The Grantee will incorporate the foregoing requirements of this subsection in all of its contracts for work relative to construction, maintenance and operation of the CATV system other than contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for such work.

(3)CABLE MONITORING. Neither the Grantee nor any governmental bureau, department, unit, agency or entity at the Federal, State, County or local level, not any other

person or entity, shall monitor, or arrange for the monitoring of, any cable, line, signal input device or subscriber outlet receiver for any purpose whatsoever.

(4)RIGHT OF PRIVACY. (a) The Grantee shall not transmit any signal to or from any dwelling or any other building without the express authorization of the owner of said dwelling or other building, provided that where said owner has leased said dwelling or other building or a portion thereof, said express authorization shall be obtained from the lessee and not from the owner.

(b)Nothing in this section shall diminish any rights of residents of dwellings or other buildings protected by sub. (5) below.

(5)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:

1.Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises.

2.The Grantee, occupant and tenant to pay for the installation, operation or removal of such facilities.

3.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 placement upon the premises of such person of Grantee's facilities necessary to connect such person's premises for 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 to those who do not.

(d)The Grantee may not take actions which would diminish or interfere with the privilege of any tenant or owner occupant of any such building to use or avail himself/herself of master or individual antenna equipment.

(6)SALE OF SUBSCRIBER LISTS PROHIBITED. The Grantee shall not sell, or otherwise make available, lists of the names and addresses of its subscribers, or any lists which identify, by name, subscriber viewing habits, to any person, agency or entity for any purpose whatsoever.

20.11 PROTECTION AFFORDED THE GRANTEE. (1) TAMPERING WITH CABLE EQUIPMENT. A person who willfully or maliciously damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Grantee, or 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 from the Grantee, shall be subject to a forfeiture of not more than \$500, as determined by the court, and shall be liable in a civil action for 3 times the actual amount of damages sustained thereby, but this section shall not prevent a public utility from removing, disconnecting or

otherwise rendering inoperable any of the Grantee's apparatus or equipment attached or in any way connected to such public utility's facilities, if done for reasonable cause and provided the Grantee has been given proper notification by said utility.

(2) **LIABILITY OF THE GRANTEE IN LIBEL ACTION.** The Grantee or its agents shall not, in an action for slander or for publishing a libel, be held liable for damages for or on account of any defamatory matter uttered, telecast, cablecast or published over the facilities of the Grantee by any person whose utterance, telecast, cablecast or publication is not, under the provisions of any law of the United States or any regulation, ruling or order of the FCC, subject to censorship or control by the Grantee.

20.12 SUPERVISION OF THE GRANTEE. (1) CABLE REVIEW COMMITTEE.

(a) *Membership.* The Cable Review Committee shall consist of 3 members to be appointed by the Town Chairperson for staggered 2 year terms, one of whom shall be a member of the Town Board and the remaining 2 shall be Town citizens. The appointment shall be subject to the approval of the Town Board. The terms of the Committee member who is also a member of the Town Board shall coincide with his term on the Town Board.

(b) *Powers and Duties.* The Cable Review Committee shall perform the following functions:

1. The Committee shall perform all tasks necessary to insure that the terms of this chapter and the terms of the Grantee's proposal are carried out.

2. The Committee shall conduct all public hearings required by this chapter. Notice of all such public hearings shall be published in a newspaper of general circulation at least 10 days prior to the public hearing. Written notice of all public hearings shall also be mailed to the Grantee at least 15 days prior to the public hearing. Following a public hearing, the Committee shall draft a summary of the hearing, which will include any grants of approval or recommendations of the Committee regarding the subject matter of the hearing for submission to the Board.

3. Within 12 months of the date of enactment of this chapter, the Committee shall devise a system for handling and settling consumer complaints; provided that said system for handling and settling complaints shall not unreasonably burden the Grantee and shall conform to sec. 20.07 of this chapter.

4. The Cable Review Committee shall examine the need for amendments to this chapter and shall approve and recommend to the Board any amendments which the Committee deems desirable. Before approving an amendment and recommending an amendment to the Board, the Committee shall hold a public hearing of the amendment, pursuant to subpar. 4. above. Said amendment shall come into force only upon approval of both a majority of the Committee and the Board.

5. The Cable Review Committee shall study the ways in which the government of Kewaskum may utilize the municipal access channel provided by the Grantee. The Committee shall possess the power of overall supervision of the municipal access channel, shall establish regulations and guide lines for the utilization of this channel by governmental entities, and shall promote the use of this channel by governmental entities. To achieve these ends, the Committee shall recommend the manner of utilization of the fee established in sec. 20.06(2) of this chapter. The manner of utilization of said fee shall be subject to the approval of the Finance Committee and the Board itself.

6. Within 12 months of the date of enactment of this chapter, the Cable Review Committee shall promulgate a set of rules which will supervise the sharing of equipment by the Grantee, pursuant to sec. 20.07 of this chapter, between users of the public access channel, provided that said set of rules shall not create procedures which unduly interfere with the activities of the Grantee.

7. If grounds for revocation of this franchise exist, the Cable Review Committee shall explore the desirability of penalties and sanctions not amounting to revocation, shall discuss said penalties and sanctions to the Board, pursuant to sub. (2) below.

8. The Cable Review Committee shall oversee the construction of the Grantee's cable system to insure technical compliance with the requirements placed on the Grantee by the Grantee's proposal and by this chapter, and to insure compliance with the fee schedule established in sec. 20.05 of this chapter.

9. The Cable Review Committee shall conduct hearings upon proposed rate increases.

(c) The Cable Review Committee shall make recommendations to the Board regarding the hiring of any consultants, counselors, staff or other personnel functions. The actual hiring of any personnel shall be subject to the approval of the Board.

(d) The Cable Review Committee shall have the right to inspect books and records of the Grantee which the Grantee is required to keep, pursuant to sub. (2) below.

(e) In addition to the specific rights of inspection contained in this chapter, the Committee shall also have the right to make such inspections as it shall find necessary to insure compliance with the terms of this chapter and other pertinent provisions of the law.

(f) The Cable Review Committee shall work with the Town Board as circumstances require.

(g) The Committee shall also perform the following functions:

1. The Committee shall perform general supervision over the public access channel on the Grantee's cable system. Specifically, the Committee shall:

a. Insure that the public access channel is made available to all residents of the Town on a nondiscriminatory, first-come first-served basis.

b. Insure that the public access channel is free of all control over program content, except for that control over program content needed to insure conformance with the operational rules established by the Grantee pursuant to this chapter.

c. Manage all financial and budget matters pertaining to the public access channel.

d. Make suggestions to the Grantee and aid the Grantee in promulgating and administering all rules and regulations, and procedures pertaining to the use and scheduling of the public access channel.

e. Aid the Grantee in preparing such regular or special reports concerning the public access channel that are required or desirable.

f.Promulgate rules for the nondiscriminatory sharing of any cameras and other equipment, purchased by the Board or access channel users pursuant to this chapter.

g.Inform the citizenry of the Town regarding the existence, purpose, utilization possibilities and rules of the public access channel in order to facilitate the widespread use of the public access channel.

h.Conduct laboratories and clinics in order to teach program production techniques to users of the public access channel.

i.Generally promote the use of the public access channel by a multiplicity of users.

2.The Cable Review Committee shall examine the programming offered on the Grantee's cable system and the Grantee shall periodically meet with the Committee to discuss said programming. Said meetings shall be held at least once every 6 months and at such meetings the Committee may make suggestions about programming to the Grantee. These suggestions shall in no way compel any action on the part of the Grantee.

3.The Committee shall receive and administer the payment made by the Grantee pursuant to sec. 20.06(1) of this chapter. This payment may be utilized by the Committee to employ all staff and personnel who may be needed to aid the Committee in performing its functions and to make all purchases of materials, equipment and services that are needed by the Committee to perform the functions, including, but not limited to, cameras and other equipment to be utilized by the access channel users. Said payment may also be utilized by the Committee in any other manner consistent with the terms of this chapter.

4.The Cable Review Committee may develop additional sources of revenue such as grants, fund raising activities and the like.

5.The Committee may perform all other functions consistent with the above as may be appropriate.

(h)The Town Clerk shall keep on file all applications, proposals or other documents which have been or will be submitted to the Town by the Grantee requesting the franchise to operate a CATV system in the Town.

(2)BOOK AND RECORDS OF THE GRANTEE. (a) The Grantee shall file with the Town Engineer and the Town Clerk accurate copies of maps and/or plats of the location and character of all existing and proposed installation over, upon or under the Town roads or streets. These maps and plats shall conform to the requirements of the Town Board, shall be kept continuously up-to-date and shall be filed at least quarterly.

(b)The Grantee shall continuously keep on file with the Committee a current list of its stockholders, holding 5% or more of the outstanding stock, and officers with their current addresses.

(c)The Grantee shall keep and maintain all records required by the FCC. Copies of said records and all other rules, regulations, terms and conditions established by the Grantee

for the conduct of his business shall be filed annually with the Committee and at the local office of the Grantee.

(d)Copies of all petitions, applications and communications submitted by the Grantee to the FCC, Securities and Exchange Commission or any other Federal or State regulatory commission or agency having jurisdiction in respect to any matter affecting cable operation shall also be submitted simultaneously to the Town by filing the same with the Town Clerk.

(e)The Grantee shall maintain records of those subscriber complaints and request for service which it has received, the time of such reception and the time at which it responded to said subscriber complaints and requests for service. The Grantee shall keep a copy of said records at its local office for public viewing.

(f)The Grantor shall keep and maintain a complete record of all persons or groups requesting time on its access channels. Said record shall be made available for public inspection and a copy of said record shall be submitted monthly to the Committee.

20.13 INTENDED SCOPE OF THIS CHAPTER. (1) COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAW. (a) The Grantee shall construct, operate and maintain the CATV system subject to the supervision of all of the authority of the Town who have jurisdiction in such matters and in strict compliance with all laws, ordinances and department rules and regulations.

(b)If, at any time, the powers of the Town are transferred by law to any other board, authority, agency or official, this board, authority, agency or official shall have the power, rights and duties previously vested under this chapter or by law in the Town or any agency or official of the Town.

(c)Notwithstanding any other provisions of this franchise, the Grantee shall at all times comply with all laws and regulations of the State and Federal Governments or any administrative agency thereof provided, however, if any such State or Federal law or regulation shall require the Grantee to perform any service or shall permit the Grantee to perform any service in conflict with the terms of this chapter or of any law or regulation of the Town, then as soon as possible following knowledge thereof, the Grantee shall notify the Town Board of conflict believed to exist between such regulations or law and the laws or regulations of the Town or this chapter. If the Town Board determines that a material provision of this chapter is affected by such subsequent action, the Town Board shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this chapter.

(2)**CAPTIONS.** The captions to sections throughout this chapter are intended solely to facilitate reading and reference to the sections and provisions of this chapter. Such captions shall not affect the meaning or interpretation of this chapter.

(3)**SEVERABILITY.** If any of the provisions of this chapter or the application of such provision to any circumstance is held invalid for any reason whatsoever, the remainder of this chapter or the application of the provision to other circumstances shall not be affected thereby.

20.14 LIMITATIONS OF A GRANTEE'S RECOURSE. A Grantee shall expressly acknowledge that upon accepting a franchise, it did so relying upon its own investigation

and understanding of the power and authority of the Town to grant a franchise. By the acceptance of a franchise, a Grantee agrees that it will not at any time set up against the Town in any claim or proceeding any condition or term of this chapter.

20.15 EFFECTIVE DATE. This chapter shall be effective on the date of passage and publication of this chapter.

20.16 CABLE FRANCHISE AGREEMENTS. All franchise agreements shall be filed in the Town Clerk's office.