

# Village of Sister Bay Code of Ordinances

## Chapter 20

### Cable Television Franchise

#### Table of Contents

<b>Cable Television</b>	<b>1</b>
Sec. 20.1 Grant of Non-Exclusive Franchise.	1
Sec. 20-2 Definitions.	1
Sec. 20.3 Franchise Territory.	2
Sec. 20.4 Duration and Acceptance of Franchise.	3
Sec. 20.5 Franchise Renewal.	3
Sec. 20.6 Compliance with Applicable Laws.	3
Sec. 20.7 Comparable Services.	3
Sec. 20.8 Notices.	4
Sec. 20.9 Liability and Insurance.	4
Sec. 20.10 Indemnification.	4
Sec. 20.11 Public Notice.	5
Sec. 20.12 Service Availability and Record Request.	5
Sec. 20.13 System Construction.	5
Sec. 20.14 Construction and Technical Standards.	6
Sec. 20.15 Use of Streets.	6
Sec. 20.16 Operational Standards.	7
Sec. 20.17 Continuity of Service Mandatory.	8
Sec. 20.18 Grantee Rules and Regulations.	9
Sec. 20.19 Franchise Fee.	9
Sec. 20.20 Transfer of Ownership or Control.	9
Sec. 20.21 Availability of Books and Records.	10
Sec. 20.22 Removal of Cable Television System.	10
Sec. 20.23 Required Services and Facilities.	10
Sec. 20.24 Rules and Regulations.	11
Sec. 20.25 Rate Change Procedures.	11
Sec. 20.26 Revocation and Termination.	11
Sec. 20.27 Penalties.	12
Sec. 20.28 Effective Date of Franchise.	12
Sec. 20.29 Applicable Law.	12
Sec. 20.30 Severability.	12
Sec. 20.31 Force Majeure.	12
Sec. 20.32 Mediation.	12

# Village of Sister Bay Code of Ordinances

## Cable Television

(Created Ordinance 118-050906.)

### Sec. 20.1 Grant of Non-Exclusive Franchise.

There is hereby granted by the Village Board of the Village of Sister Bay, Wisconsin and assigned a non-exclusive franchise to Brilliant Cities of Door County hereinafter referred to as the Grantee, to operate and maintain a cable television system for a period of 15 years from the date adopted with an option to renew as specified in Section 5. The Grantee shall be given the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, roads and public rights-of-ways now laid out or dedicated and in compatible easements, and all extensions, thereof, and additions thereto, in the Village, poles, wires, cables, underground conduits, manholes, and other such equipment and fixtures necessary for the maintenance and operation of a cable system.

### Sec. 20-2 Definitions.

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, (hereinafter referred to as "the Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Active Hub. A collection of electronic equipment which transforms fiber optic signals carried on Backbone Cables to signals used to connect multiple Distribution Service Points. Multiple Distribution Service points are designed to be associated with an Active Hub and their locations predetermined.

Backbone Cable. Fiber optic cable carrying signals used solely to communicate between Active Hubs and does not carry signals which are capable of providing services to

customers. Backbone Cable installed by Brilliant Cities, Inc. will carry the marking "Backbone" on its outside surface.

Board. Shall mean the Board of Trustees of the Village of Sister Bay.

Cable System, Cable Service, Cable Operator and Basic Cable Service. As set forth in the Cable Act.

Cable Act. The Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §521, et. seq.

Distribution Cable. Fiber optic cable which carries signals capable of providing services to customers.

Distribution Service Area or (DSA). A geographic area, its boundaries determined in advance of construction, to be capable of receiving services using one or more Distribution Cables associated with a single Distribution Point and thus a single Active Hub.

Distribution Points. Housings containing fiber optic components which transform the signals on Feeder Cables, which are not capable of servicing customers, to signals on Distribution Points which are capable of servicing customers.

Feeder Cable. Fiber optic cable carrying signals used to activate Distribution Service Areas and extends from Active Hubs to Distribution Points. The Feeder Cable does not carry signals which are capable of providing services to customers.

Franchise. The non-exclusive rights granted pursuant to this franchise to construct, maintain and operate a cable system along the public ways within all or a specified area in the service area.

Grantee. Brilliant Cities of Door County, LLC or its lawful successor, transferee or assignee.

Gross Revenues. Any revenue received by the Grantee from the operation of the cable system to provide cable services in the service area, provided, however, that such phrase shall not include:

# Village of Sister Bay Code of Ordinances

- 1 1. any taxes, fees or assessment of
- 2 general applicability collected by
- 3 the grantee from subscribers for
- 4 pass-through to a government
- 5 agency including the franchise fee
- 6 and the FCC User Fee;
- 7 2. un-recovered bad debt; and
- 8 3. any PEG amounts recovered from
- 9 subscribers
- 10 4. installation services and equipment;
- 11 and
- 12 5. any telephone and/or data services.

13 Initial Service Date. The date that a fiber distribu-  
14 tion terminal, backbone cable and distribu-  
15 tion point is placed or installed in the  
16 Village or to service the village or portions  
17 thereof.

18  
19  
20 Normal Business Hours (as applied to the  
21 Grantee). Those hours during which similar  
22 businesses in the Municipality are open to  
23 serve customers. In all cases, Normal Busi-  
24 ness Hours shall include some evening  
25 hours at least one (1) night per week,  
26 and/or some weekend hours.

27  
28 Normal Operating Conditions. Those service  
29 conditions which are within the control of  
30 the Grantee. Those conditions which are  
31 not within the control of the Grantee in-  
32 clude, but are not limited to, natural disas-  
33 ters, civil disturbances, power outages,  
34 telephone network outages, and severe or  
35 unusual weather conditions. Those condi-  
36 tions which are ordinarily within the con-  
37 trol of the Grantee include, but are not lim-  
38 ited to, special promotions, pay-per-view  
39 events, rate increases, regular peak or sea-  
40 sonal demand periods, and maintenance  
41 or upgrade of the Cable System.

42  
43 PEG Channels. Public Access, Education, Gov-  
44 ernment Channels. These are program  
45 channels made available on the Cable Sys-  
46 tem by the Grantee where the content for  
47 such channels is provided wholly by the  
48 municipality or other non-profit, non-  
49 commercial entities.

50  
51 Plant Mile. One route mile of Distribution Cable,  
52 measured along any part from its origin at a  
53 Distribution Point to its end point.

54

55 Service Area. The geographic boundaries of the  
56 Village of Sister Bay and shall include any  
57 additions thereto by annexation or other  
58 legal means having at least twenty (20)  
59 dwelling units per plant mile.

60  
61 Service Interruption and/or Outages. The loss of  
62 either picture or sound or both for a single  
63 or multiple subscriber(s).

64  
65 State. The State of Wisconsin.

66 Street. The surface of and all rights-of-way and the  
67 space above and below any public street,  
68 road, highway, freeway, lane, path, public  
69 way or place, sidewalk, alley, court, boulev-  
70 ard, parkway, drive or easement now or  
71 hereafter held by the Municipality for the  
72 purpose of public travel and shall include  
73 other easements or rights-of-way as shall  
74 be now held or hereafter held by the Mu-  
75 nicipality which shall, within their proper  
76 use and meaning entitle the Grantee to the  
77 use thereof for the purposes of installing  
78 poles, wires, cable, conductors, ducts,  
79 conduits, vaults, manholes, amplifiers, ap-  
80 piances, attachments, and other property  
81 as may be ordinarily necessary and perti-  
82 nent to a telecommunications system.

83  
84 Street Mile. One street mile shall be 5,280 feet  
85 running along any public or private named  
86 street.

87  
88 Subscriber. Any person, firm, Grantee, corpora-  
89 tion, or association lawfully receiving Basic  
90 and/or any additional cable TV service  
91 from Grantee.

92  
93 User. A party utilizing a cable television system  
94 channel for purposes of production or  
95 transmission of material to subscribers, as  
96 contrasted with receipt thereof in a sub-  
97 scriber capacity.

98  
99 Village. Shall mean the Village of Sister Bay, Wis-  
100 consin.

## 101 **Sec. 20.3 Franchise Territory.**

102 Any franchise is for the present territorial limits of  
103 the Municipality and for any area henceforth  
104 added thereto during the term of the franchise.  
105 The franchise territory shall be established in the  
106 franchise agreement.

# Village of Sister Bay Code of Ordinances

1 **Sec. 20.4 Duration and Acceptance of**  
2 **Franchise.**  
3 The franchise and the rights, privileges and au-  
4 thority granted shall take effect and be in force as  
5 set forth in the Franchise Agreement and shall  
6 continue in force and effect for a term as set forth  
7 in the Franchise Agreement, provided that within  
8 thirty (30) days after the date of final passage of  
9 the franchise the Grantee shall file with the Mu-  
10 nicipality its unconditional acceptance of the  
11 franchise and promise to comply with and abide  
12 by all its provisions, terms and conditions. Such  
13 acceptance and promise shall be in writing duly  
14 executed and sworn to, by, or on behalf of the  
15 Grantee before a notary public or other officer  
16 authorized by law to administer oaths. Such fran-  
17 chise shall be non-exclusive and revocable.

18 **Sec. 20.5 Franchise Renewal.**

19 (a) Current Federal Statutory Process. The  
20 Municipality will follow the renewal pro-  
21 cedures set forth under federal law.  
22 (b) Franchise Renewal in the Event of Change  
23 in Federal Law.  
24 (1) A franchise may be renewed by the  
25 Municipality upon application of  
26 the Grantee pursuant to the proce-  
27 dure established in this Subsection,  
28 and in accordance with the then  
29 applicable law. At least twelve (12)  
30 but no more than eighteen (18)  
31 months prior to the expiration of the  
32 franchise, the Grantee shall inform  
33 the Municipality in writing of its in-  
34 tent to seek renewal of the fran-  
35 chise.  
36 (2) The Grantee shall submit a proposal  
37 for renewal which demonstrates:  
38 a. That it has been and contin-  
39 ues to be in substantial com-  
40 pliance with the terms, con-  
41 ditions, and limitations of this  
42 Agreement and its franchise;  
43 b. That its system has been in-  
44 stalled, constructed, main-  
45 tained and operated in ac-  
46 cordance with the accepted  
47 standards of the industry, and  
48 this Agreement and its fran-  
49 chise;  
50 c. That it has the legal, techni-  
51 cal, financial, and other quali-  
52 fications to continue to main-  
53 tain and operate its system,  
54 and to extend the same as the

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state of the art progresses so  
as to assure its Subscribers  
high quality service; and  
d. That it has made a good faith  
effort to provide services and  
facilities which accommodate  
the demonstrated needs of  
the community as may be  
reasonably ascertained by the  
Municipality.  
(3) After giving public notice, the Mu-  
nicipality shall proceed to deter-  
mine whether the Grantee has satis-  
factorily performed its obligations  
under the franchise. To determine  
satisfactory performance, the Mu-  
nicipality shall consider technical  
developments and performance of  
the system, programming other ser-  
vices offered, cost of services, and  
any other particular requirements  
set in this Agreement; also, the Mu-  
nicipality shall consider the  
Grantee's reports made to the Mu-  
nicipality and the Federal Commu-  
nication Commission;. Provision  
shall be made for public comment.  
(4) The Municipality shall then prepare  
any amendments to this Agreement  
that it believes necessary.  
(5) If the Municipality finds the  
Grantee's performance satisfactory,  
and finds the Grantee's technical, le-  
gal, and financial abilities accept-  
able, and finds the Grantee's re-  
newal proposal meets the future ca-  
ble-related needs of the Municipal-  
ity, a new franchise shall be granted  
pursuant to this Agreement as  
amended for a period to be deter-  
mined.

96 **Sec. 20.6 Compliance with Applicable**  
97 **Laws.**

98 The grantee shall, at all times during the duration  
99 of this franchise, be subject , when not inconsis-  
100 tent with this franchise, to all lawful exercise of  
101 the police power by the Village and to such rea-  
102 sonable regulation as the Village shall hereafter  
103 provide.

104 **Sec. 20.7 Comparable Services.**

105 The grantee shall provide service to subscribers in  
106 an equivalent manner regarding the availability of  
107 programming and pricing for such programming

# Village of Sister Bay Code of Ordinances

## Sec. 20.8 Notices.

## Sec. 20.10 Indemnification.

1 in comparison to other Door County municipali- 53  
2 ties. Such services will be made available over the 54  
3 cable system in an equivalent manner regarding 55  
4 system reach and availability assuming same 56  
5 competitive and market conditions exist. The 57  
6 Municipality shall provide all cable television 58  
7 franchisees equal protection under the law. 59

### 8 **Sec. 20.8 Notices.**

9 Unless otherwise required by the Code, if any, or 60  
10 expressly agreed to by the parties, every notice or 61  
11 response to be served on Grantee or the Grantor 62  
12 shall be in writing and shall be deemed to have 63  
13 been duly given to the required party upon per- 64  
14 sonal delivery or three (3) business days after hav- 65  
15 ing been posted in a properly sealed and cor- 66  
16 rectly addressed envelope by certified or regis- 67  
17 tered mail, postage prepaid, at a Post Office or 68  
18 branch thereof regularly maintained by the U.S. 69  
19 Postal Service. In the case of mailing, the party 70  
20 giving notice shall on the date of mailing also 71  
21 send a copy of the notice by facsimile transmis- 72  
22 sion to the facsimile number, if any, that has been 73  
23 designated in writing by the other party for re- 74  
24 ceipt of notices. 75

25  
26 The notices or responses to the Grantor shall be 76  
27 addressed as follows: 77

28  
29 Village Administrator 78  
30 Village of Sister Bay 79  
31 421 Maple Drive 80  
32 Sister Bay, WI 54234 81

33  
34 The notices or responses to Grantee shall be ad- 82  
35 dressed as follows: 83

36 Brilliant Cities of Door County, LLC 84  
37 c/o Brilliant Cities, Inc. 85  
38 1300 Godward ST NE, Suite 3000 86  
39 Minneapolis, MN 55413 87

### 40 **Sec. 20.9 Liability and Insurance.**

41 (a) The Grantee shall maintain and by its ac- 88  
42 ceptance of the franchise specifically 89  
43 agrees that it will maintain throughout the 90  
44 term of the franchise, liability insurance in- 91  
45 suring the Municipality and the Grantee in 92  
46 the minimum amount of:

- 47 (1) One Million Dollars (\$1,000,000) 100  
48 for property damage to any one (1) 101  
49 person; 102  
50 (2) One Million Dollars (\$1,000,000) 103  
51 for property damage in any one (1) 104  
52 accident; 105  
106

(3) One Million Dollars (\$1,000,000) 107  
for personal injury to any one (1) 108  
person; and 109

(4) One Million Dollars (\$1,000,000) 110  
for personal injury in any one (1) ac- 111  
cident. 112

(5) Automobile liability: One Million 113  
Dollars (\$1,000,000). 114

(6) Worker's Compensation: Worker's 115  
compensation insurance in compli- 116  
ance with Sec. 102.31, Wis. Stats. 117

(7) Two Million Dollars (\$2,000,000) 118  
Umbrella Liability. 119

(8) The Village shall be designated as an 120  
additional insured to the above 121  
Automobile Liability, Umbrella Li- 122  
ability, property and personal injury 123  
insurance coverage. 124

(b) The certificate of insurance obtained by 125  
the Grantee in compliance with this Sec- 126  
tion is subject to the approval of the Mu- 127  
nicipality Attorney and such certificate of 128  
insurance, along with written evidence of 129  
payment of required premiums, shall be 130  
filed and maintained with the Municipality 131  
during the term of the franchise, and may 132  
be changed from time to time to reflect 133  
changing liability limits. 134

(c) Neither the provisions of this Section nor 135  
any damages recovered by the Municipal- 136  
ity there under shall be construed to nor 137  
limit the liability of the Grantee under any 138  
franchise issued hereunder or for damages. 139

(d) All insurance policies shall be maintained 140  
continuously throughout the term of the 141  
franchise. In the event any policy is can- 142  
celled and replaced, the Village will be no- 143  
tified immediately as such and provided 144  
with a new certificate of insurance within 145  
thirty (30) days. 146

### 93 **Sec. 20.10 Indemnification.**

94 (a) The Grantee shall, by acceptance of the 147  
95 franchise granted herein, defend the Vil- 148  
96 lage, its officers, boards, commissions, 149  
97 agents and employees from all liabilities, 150  
98 damages, penalties, liens, costs and claims 151  
99 for physical injury to any person or prop- 152  
100 erty or death related in any manner to the 153  
101 construction or operation of the cable sys- 154  
102 tem, and, shall indemnify and hold the Vil- 155  
103 lage, its officers, boards, commissions, 156  
104 agents, and employees harmless from any 157  
105 and all liabilities, claims, demands, or 158  
106 judgments growing out of any injury to any

# Village of Sister Bay Code of Ordinances

1 person or property or death arising out of the  
2 construction, repair, extension, maintenance,  
3 operation, or removal of its wires, poles or  
4 other equipment of any kind or character used  
5 in connection with the operation of the cable  
6 system. If any action is brought against the  
7 Village, in respect of which indemnity may be  
8 sought from the Grantee under the provisions  
9 of this Section, the Village shall promptly  
10 notify the Grantee, in writing, and the Grantee  
11 shall assume the defense thereof, including the  
12 employment of counsel and the payment of all  
13 expenses. In such action, the Village shall  
14 have the right to employ separate counsel,  
15 but the fees and expenses of such counsel shall  
16 be at the expense of the Village unless the  
17 Village and the Grantee shall have mutually  
18 agreed to the employment of the same counsel.  
19 The Grantee shall not be liable for any  
20 settlement of such action effected without its  
21 written consent, but if settled with the  
22 written consent of the Grantee, or if there is  
23 a final judgment for the plaintiff in any such  
24 action, the Grantee agrees to indemnify and  
25 hold harmless the Village from and against  
26 any loss or liability by reason of such  
27 settlement or judgment. The Village, its  
28 officers, boards, commissions, agents and  
29 employees shall not be held harmless or  
30 indemnified from any claim arising out of  
31 the negligent act or omission of the Village,  
32 its agents or employees.

35 (b) The Grantee shall not be obligated to  
36 indemnify the Village for any damages,  
37 liability or claims resulting from the Village's  
38 negligent use of the cable system, including  
39 any PEG channels.

40 (c) Non-waiver of Statutory Limits. Nothing  
41 in this agreement is intended to express or  
42 imply a waiver of the statutory provisions,  
43 of any kind or nature, as set forth in Sec.  
44 893.80. seq., Wis. Stats., including the  
45 limits of liability of the Municipality as  
46 exists presently or may be increased from  
47 time to time by the legislature.

## 48 Sec. 20.11 Public Notice.

49 The minimum public notice of any public  
50 meeting relating to this franchise shall be in  
51 compliance with Wisconsin's Open Meeting Law.

## 52 Sec. 20.12 Service Availability and Record 53 Request.

54 The Grantee shall provide cable communications  
55 service throughout the entire franchise area  
56 pursuant to the provisions of this franchise and  
57 shall keep a record for at least three (3) years  
58 of all requests for service received by the  
59 Grantee. This record shall be available for  
60 public inspection at the local office of the  
61 Grantee during regular office hours subject  
62 to the provisions of Section 16.

## 62 Sec. 20.13 System Construction.

63 (a) Within two (2) years from the date of the  
64 award of the franchise, the Grantee must,  
65 subject to the density provisions of this  
66 section, make cable television service  
67 available to the service area.

68 (1) The Grantee must make cable television  
69 service available to at least twenty percent  
70 (20%) of the dwelling units in the service  
71 area within six (6) months from the initial  
72 service date.

73 (2) The Grantee must make cable television  
74 service available to at least fifty percent  
75 (50%) of the dwelling units in the service  
76 area within one (1) year from the initial  
77 service date.

78 (3) The Grantee must make cable television  
79 service available to the remaining dwelling  
80 units within the franchise territory within  
81 five (5) years from the initial service date.

82 (4) Any delay beyond the terms of this  
83 timetable, unless specifically approved by  
84 the Municipality, will be considered a  
85 violation of this Agreement for which the  
86 provisions of either Sections 20.26 or 20.27  
87 shall apply, as determined by the  
88 Municipality.

89 (5) At any time the density of an area  
90 outside the service area exceeds twenty  
91 (20) dwelling units per plant mile at a  
92 distance of one (1) mile beyond the existing  
93 system the Grantee shall extend the system  
94 to connect those dwelling units if at least  
95 50% of the dwelling units agree to become  
96 subscribers. The cost of extending the  
97 system shall be paid for by the Grantee.

98 (b) Line Extensions. In areas of the franchise  
99 territory not included in the service area,  
100 the Grantee shall be required to extend its  
101 service to those areas.

# Village of Sister Bay Code of Ordinances

## Sec. 20.14 Construction and Technical Standards.

## Sec. 20.15 Use of Streets.

- 1 system pursuant to the following require- 56  
2 ments: 57  
3 (1) No customer shall be refused ser- 58  
4 vice arbitrarily. Grantee is hereby 59  
5 authorized to extend the Cable Sys- 60  
6 tem as necessary within the Muni- 61  
7 cipality. 62
- 8 (2) The Grantee must extend and make 63  
9 cable television service available to 64  
10 any isolated resident outside the 65  
11 service area requesting connection 66  
12 at the standard connection charge, 67  
13 if the connection to the isolated 68  
14 resident would require no more 69  
15 than a one hundred fifty (150) foot 70  
16 distribution cable drop. 71  
17 (3) For residents petitioning for service 72  
18 where the minimum density criteria 73  
19 as stipulated above is not met, the 74  
20 Grantee shall reasonably cooperate 75  
21 in extending service to such resi- 76  
22 dents, providing that the Grantee 77  
23 shall be responsible for providing a 78  
24 written quote for the cost of exten- 79  
25 sion of the distribution cable and re- 80  
26 lated cost for providing such ser- 81  
27 vices. The Grantee may require that 82  
28 any contribution in aid of construc- 83  
29 tion be paid in advance, and would 84  
30 thereby constitute a final commit- 85  
31 ment by both parties for delivery of 86  
32 cable system and commitment for a 87  
33 service agreement. If agreement be- 88  
34 tween the Grantee and the peti- 89  
35 tioner(s) is made, such extension 90  
36 shall be completed within one (1) 91  
37 year. Copies of all petitions and re- 92  
38 lated correspondence shall be for- 93  
39 ward to the Village. 94
- 40 (c) Customer Drops. The Grantee shall 95  
41 connect all residents that front upon distribu- 96  
42 tion cable. 97  
43 (d) Like Connections. Grantee shall not 98  
44 discriminate by price for placement of its ca- 99  
45 bles or wires to any existing structures un- 100  
46 der Section 14 on the basis of such place- 101  
47 ment being buried or aerial; furthermore, if 102  
48 any existing telephone, electric or cable 103  
49 services are buried underground between 104  
50 the structure and the street or right-of-way, 105  
51 then Grantee shall place its cables, wires, 106  
52 and other like facilities underground as 107  
53 well. 108
- 54 (e) Violations. The violation of this Section  
55 shall be considered a breach of the terms

- of this Agreement for which the provisions  
of either Sections 20.26 or 20.28 shall apply,  
as determined by the Municipality.
- (f) The Grantee agrees to furnish the Grantor a  
map of the proposed main routing of the  
system throughout the community when  
such map becomes available.

## **Sec. 20.14 Construction and Technical Standards.**

The Grantee shall construct, install, operate and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, and FCC technical standards. In addition, the Grantee shall provide the Municipality, upon request, with a written report of the results of the Grantee's annual proof of performance tests conducted pursuant to Federal Communications Commission standards and requirements.

- (a) Construction, installation and maintenance of the cable television system shall be performed in an orderly and workmanlike manner. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.
- (b) All working facilities and conditions used during construction, installation and maintenance of the cable television system shall comply with the standards of the Occupational Safety and Health Administration (OSHA)
- (c) The Grantee shall maintain equipment capable of providing standby power for head end and transport system for a minimum of two (2) hours.
- (d) In all areas of the Municipality where the cables, wires, and other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires, or other like facilities underground. When public utilities relocate their facilities from pole to underground, the cable operator must concurrently do so.

## **Sec. 20.15 Use of Streets.**

- (a) Interference with Persons and Improvements. The Grantee's system, poles, wires and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons or interfere with the

# Village of Sister Bay Code of Ordinances

1 rights or reasonable convenience of prop- 56  
2 erty owners who adjoin any of the streets 57  
3 and public ways, or interfere with any im- 58  
4 provements the Municipality may deem 59  
5 proper to make, or unnecessarily hinder or 60  
6 obstruct the free use of the streets, alleys, 61  
7 bridges, easements or public property. 62  
8 (b) Restoration to Prior Condition. In case of 63  
9 any disturbance of pavement, sidewalk, 64  
10 landscaping, driveway or other surfacing, 65  
11 the Grantee shall, at its own cost and ex- 66  
12 pense and in a manner approved by the 67  
13 Municipality, replace and restore all pav- 68  
14 ing, sidewalk, driveway, landscaping, or 69  
15 surface of any street or alley disturbed, in 70  
16 as good condition as before the work was 71  
17 commenced and in accordance with stan- 72  
18 dards for such work set by the Municipal- 73  
19 ity. 74  
20 (c) Erection, Removal and Common Uses of 75  
21 Poles. 76  
22 (1) No poles or other wire-holding 77  
23 structures shall be erected by the 78  
24 Grantee without prior approval of 79  
25 the Municipality with regard to loca- 80  
26 tion, height, types, and any other 81  
27 pertinent aspect. However, no loca- 82  
28 tion of any pole or wire-holding 83  
29 structure of the Grantee shall be a 84  
30 vested interest and such poles or 85  
31 structures shall be removed or 86  
32 modified by the Grantee at its own 87  
33 expense whenever the Municipality 88  
34 determines that the public conven- 89  
35 ience would be enhanced thereby. 90  
36 (2) Relocation of the Facilities. If at any 91  
37 time during the period of this fran- 92  
38 chise the Municipality shall lawfully 93  
39 elect to alter, or change the grade of 94  
40 any street, alley or other public 95  
41 ways, the Grantee, upon reasonable 96  
42 notice by the Municipality, shall re- 97  
43 move or relocate as necessary its 98  
44 poles, wires, cables, underground 99  
45 conduits, manholes and other fix- 100  
46 tures at its own expense unless the 101  
47 utilities are compensated, in which 102  
48 case the Grantee shall be similarly 103  
49 compensated. 104  
50 (3) Cooperation with Building Movers. 105  
51 The Grantee shall, on the request of 106  
52 any person holding a building mov- 107  
53 ing permit issued by the Municipal- 108  
54 ity, temporarily raise or lower its 109  
55 wires to permit the moving of build-

ings. The expense of such temporary  
removal, raising or lowering of wires  
shall be paid by the person request-  
ing the same, and the Grantee shall  
have the authority to require such  
payment in advance. The Grantee  
shall be given not less than forty-  
eight (48) hours advance notice to  
arrange for such temporary wire  
changes.  
(4) Tree Trimming. The Grantee shall not  
remove any tree or trim any portion,  
either above, at or below ground  
level, of any tree within any public  
place without the prior consent of  
the Municipality; the Municipality  
shall have the right to do the trim-  
ming requested by the Grantee at  
the cost of the Grantee. Regardless  
of who performs the work requested  
by the Grantee, the Grantee shall be  
responsible, shall defend and hold  
Municipality harmless for any and all  
damages to any tree as a result of  
trimming, or to the land surrounding  
any tree, whether such tree is  
trimmed or removed.

## **Sec. 20.16 Operational Standards.**

(a) The Grantee shall put, keep and maintain  
all parts of the system in good condition  
throughout the entire franchise period.  
(b) The Grantee shall render efficient service,  
make repairs promptly, and interrupt ser-  
vice only for good cause and for the short-  
est time possible. Such interruptions, inso-  
far as possible, shall be preceded by notice  
and shall occur during periods of minimum  
system use.  
(c) The Grantee shall not allow its cable or  
other operations to interfere with televi-  
sion reception of subscribers or persons  
not served by the Grantee, nor shall the  
system interfere with, obstruct or hinder in  
any manner the operation of the various  
utilities serving the residents within the  
confines of the Municipality nor shall other  
utilities interfere with the Grantee's system.  
(d) The Grantee shall have knowledgeable,  
qualified Grantee representatives available  
to respond to customer telephone inquir-  
ies twenty-four (24) hours per day and  
seven (7) days per week. Grantee represen-  
tative requirements will not apply within  
twelve (12) months of the initial service.

# Village of Sister Bay Code of Ordinances

## Sec. 20.17 Continuity of Service Mandatory.

## Sec. 20.17 Continuity of Service Mandatory.

1 (e) Standard installations will be performed 55  
2 within seven (7) business days after an order 56  
3 has been placed. Standard installation 57  
4 times will not apply within twelve (12) 58  
5 months of the initial service date or de- 59  
6 ployment of new distribution fiber exten- 60  
7 sions. A standard installation is one that is 61  
8 within one hundred fifty (150) feet of the 62  
9 existing distribution cable. 63  
10 (f) Excluding those situations which are be- 64  
11 yond its control, the Grantee will respond 65  
12 to any Service Interruption promptly and 66  
13 in no event later than twenty-four (24) 67  
14 hours from the time of initial notification. 68  
15 All other regular service requests will be 69  
16 responded to within thirty-six (36) hours 70  
17 during the normal work week for that system. 71  
18 The appointment window alternatives 72  
19 for installations, service calls and 73  
20 other installation activities will be: "morn- 74  
21 ing"; or "afternoon"; not to exceed a four 75  
22 (4) hour "window" during normal business 76  
23 hours for the system, or at a time that is 77  
24 mutually acceptable. The Grantee will 78  
25 schedule supplemental hours during 79  
26 which appointments can be scheduled 80  
27 based on the needs of the community. If at 81  
28 any time an installer or technician is run- 82  
29 ning late, an attempt to contact the cus- 83  
30 tomer will be made and the appointment 84  
31 rescheduled as necessary at a time that is 85  
32 convenient to the customer. 86  
33 (g) A customer service center located in Door 87  
34 County, Wisconsin will be open for walk-in 88  
35 customer transactions a minimum of eight 89  
36 (8) hours a day Monday through Friday, 90  
37 unless there is a need to modify those 91  
38 hours because of the location or custom- 92  
39 ers served. Minimum hours for a customer 93  
40 service center will not apply within twelve 94  
41 (12) months of the initial service date.  
42 (h) When the Grantee has failed to provide a 95  
43 subscriber with appropriate service due to 96  
44 service outage or significant audio or video 97  
45 degradation not due to the subscriber's 98  
46 equipment or action, the subscriber may 99  
47 request a credit of any fees paid for the af- 100  
48 fected service(s) under the following 101  
49 schedule, and the Grantee must provide 102  
50 such credit. For the purposes of this sec- 103  
51 tion, the outage or degradation period 104  
52 shall begin when the subscriber provides 105  
53 notice to the Grantee of the outage or deg- 106  
54 radation. 107

(1) For periods at least four hours long 108  
but less than 24 hours, a re- 109  
bate/credit of one-thirtieth of the 110  
monthly fee for affected services for 111  
each instance. 112  
(2) For periods of at least 24 hours, a re- 113  
bate/credit of one-tenth of the 114  
monthly fee for affected services for 115  
each 24 hour period or portion 116  
thereof. 117  
(3) The Grantor shall waive or modify 118  
the rebate/credit provisions for rea- 119  
sonable circumstances beyond the 120  
control of the Grantee. Outages for 121  
initial construction, upgrading and 122  
normal maintenance shall be ex- 123  
empt from this section. 124  
(i) During the terms of this franchise, and any 125  
renewal thereof, the Grantee shall maintain 126  
a central office for the purpose of receiving 127  
and resolving all complaints regarding the 128  
quality of service, equipment functions and 129  
similar matters. The office must be reach- 130  
able by a local, toll-free telephone call to 131  
receive complaints regarding quality of 132  
service, equipment functions and similar 133  
matters. The Grantee will use its good faith 134  
efforts to arrange for one (1) or more pay- 135  
ment locations in a central location where 136  
customers can pay bills or conduct other 137  
business activities. 138  
(j) As subscribers are connected or recon- 139  
nected to the system, the Grantee shall, by 140  
appropriate means, such as a card or bro- 141  
chure, furnish information concerning the 142  
procedures for making inquiries or com- 143  
plaints, including the name, address and 144  
local telephone number of the employee 145  
or employees or agent to whom such in- 146  
quiries or complaints are to be addressed. 147

## **Sec. 20.17 Continuity of Service Mandatory.**

(a) It shall be the right of all subscribers to 148  
continue receiving service insofar as their 149  
financial and other obligations to the 150  
Grantee are honored, including the 151  
Grantee's written Terms of Service. If the 152  
Grantee elects to over build, rebuild, mod- 153  
ify or sell the system, the Grantee shall act 154  
in good faith and take reasonable measures 155  
as far as its business conditions allows so 156  
as to ensure that all subscribers receive con- 157  
tinuous, uninterrupted service. 158

# Village of Sister Bay Code of Ordinances

## Sec. 20.18 Grantee Rules and Regulations.

## Sec. 20.20 Transfer of Ownership or Control.

1 (b) If there is a change of franchise, or if a new  
2 operator acquires the system, the Grantee  
3 shall cooperate with the Municipality, new  
4 franchise or operator in maintaining conti-  
5 nuity of service to all subscribers. During  
6 such period, the Grantee shall be entitled  
7 to the revenues for any period during  
8 which it operates the system, and shall be  
9 entitled to reasonable costs for its services  
10 until it no longer operates the system.

### **Sec. 20.18 Grantee Rules and Regulations.**

11 The Grantee shall have the authority to promul-  
12 gate such rules, regulations, terms and conditions  
13 governing the conduct of its business as shall be  
14 reasonably necessary to enable the Grantee to  
15 exercise its rights and perform its obligations un-  
16 der this franchise, and to assure an uninterrupted  
17 service to each and all of its customers; provided,  
18 however, that such rules, regulations, terms and  
19 conditions shall not be in conflict with the provi-  
20 sions hereof or applicable state and federal laws,  
21 rules and regulations.  
22

### **Sec. 20.19 Franchise Fee.**

23 For the reason that the streets of the Municipality  
24 to be used by the Grantee in the operation of its  
25 system within the boundaries of the Municipality  
26 are valuable public properties acquired and  
27 maintained by the Municipality at great expense  
28 to its taxpayers, and that the grant to the Grantee  
29 to the streets is a valuable property right without  
30 which the Grantee would be required to invest  
31 substantial capital in right-of-way costs and ac-  
32 quisitions, the Grantee shall pay to the Muni-  
33 cipality an amount equal to zero percent (0%) of  
34 the Grantee's annual Gross Revenue from the op-  
35 erations of the Grantee within the confines of the  
36 Municipality or contract area. If the statutory five  
37 percent (5%) limitation on franchise fees is raised  
38 or the federal statute deletes the franchise fee  
39 limitation entirely, then the franchise fee may be  
40 subject to possible re-negotiation.

41 (a) This payment shall be in addition to any  
42 other property tax or payment owed to the  
43 Municipality by the Grantee.  
44

45 (b) Each year, during which the franchise is in  
46 force, the Grantor shall pay the Grantee no  
47 later than ninety (90) days after the end of  
48 each calendar year the franchise fees re-  
49 quired by this section, together with a fi-  
50 nancial statement showing total Gross  
51 Revenues derived from the Cable System  
52 during such year.

53 (c) The Municipality shall have the right to in-  
54 spect the Grantee's income records in ac-  
55 cordance with Section 21 and the right to  
56 audit and to recompute any amounts de-  
57 termined to be payable under this Agree-  
58 ment; provided, however, that such audit  
59 shall take place within twenty-four (24)  
60 months following the close of each of the  
61 Grantee's fiscal years. Any additional  
62 amount due to the Municipality as a result  
63 of the audit shall be paid within thirty (30)  
64 days following written notice to the  
65 Grantee by the Municipality which notice  
66 shall include a copy of the audit report.

67 (d) If any franchise payment or recomputed  
68 amount, cost or penalty, is not made on or  
69 before the applicable dates heretofore  
70 specified, interest shall be charged daily  
71 from such date at the legal maximum rate  
72 charged by the U.S. Internal Revenue Ser-  
73 vice for late tax payments and the Grantee  
74 shall reimburse the Municipality for any  
75 additional expenses and costs incurred by  
76 the Municipality by reason of the delin-  
77 quent payment(s).

### **Sec. 20.20 Transfer of Ownership or Control.**

78 (a) The franchise granted hereunder shall not  
79 be transferred or assigned without the prior  
80 consent of the Village, and such consent is  
81 not to be unreasonably withheld or de-  
82 layed. All of the rights and privileges and all  
83 the obligations, duties and liabilities cre-  
84 ated by this agreement shall pass to and be  
85 binding upon the successors of the Village  
86 and the successors and assigns of any  
87 Grantee. No such consent shall be re-  
88 quired, however, for a transfer in trust, by  
89 mortgage, by other hypothecation, or by  
90 assignment of any rights, title, or interest of  
91 the Grantee in the franchise or cable sys-  
92 tem to secure indebtedness. Within sixty  
93 (60) days of receiving a request for transfer,  
94 the Village shall notify the Grantee in writ-  
95 ing of any additional information it rea-  
96 sonably requires to determine the legal, fi-  
97 nancial and technical qualifications of the  
98 transferee. If a public hearing is deemed  
99 necessary, the Village shall conduct such  
100 hearing within thirty (30) days of such de-  
101 termination and notice of any such hearing  
102 shall be given fourteen (14) days prior to  
103 the hearing by publishing notice thereof  
104 once in a newspaper of general circulation  
105  
106

# Village of Sister Bay Code of Ordinances

## Sec. 20.21 Availability of Books and Records.

## Sec. 20.23 Required Services and Facilities.

1 in the area being served by the Franchise. 55  
2 The notice shall contain the date, time and 56  
3 place of the hearing and shall briefly state 57  
4 the substance of the action to be consid- 58  
5 ered by the Village. Within thirty (30) days 59  
6 after the public hearing, the Village shall 60  
7 approve or deny in writing the sale or 61  
8 transfer request. If the Village has not taken 62  
9 action on the Grantee's request for transfer 63  
10 within one hundred twenty (120) days after 64  
11 receiving such the original request, con- 65  
12 sent by the Village shall be deemed given. 66

13 (b) Notice to the Village on change of control. 67  
14 The Grantee shall promptly notify the Vil- 68  
15 lage in writing of any proposed change in, 69  
16 or transfer of, control of the Grantee. In the 70  
17 event that any person or group of persons 71  
18 acquires or transfers fifty-one percent (51 72  
19 %) or more of the beneficial ownership in- 73  
20 terest in the Grantee, Grantee's franchise 74  
21 shall be subject to cancellation unless and 75  
22 until the Village shall have consented in 76  
23 writing to the acquisition or transfer. The 77  
24 Village shall give or deny consent no later 78  
25 than one hundred and twenty (120) days 79  
26 after receiving written notice of the acqui- 80  
27 sition or transfer. The Village's consent 81  
28 shall not be unreasonably withheld or de- 82  
29 layed. For the purpose of determining  
30 whether it shall consent to such change,  
31 transfer or acquisition of control, the Vil-  
32 lage may inquire into the qualifications of  
33 the prospective controlling party, and the  
34 Grantee shall assist the Village in any such  
35 inquiry.

36 (c) The foregoing requirements shall not apply 83  
37 to any sale, assignment or transfer to any 84  
38 person who owns or controls the Grantee 85  
39 except as stated in par (b) of this section. 86  
40 The Grantee shall notify the Village thirty 87  
41 (30) days prior to any such sale, assignment 88  
42 or transfer. The Grantee, upon transfer, 89  
43 shall within sixty (60) days thereafter file 90  
44 with the Village a copy of the deed, 91  
45 agreement or other written instrument evi- 92  
46 dencing such sale, transfer of ownership or 93  
47 control or lease, certified and sworn to as 94  
48 correct by the Grantee. 95

## 49 **Sec. 20.21 Availability of Books and** 50 **Records.**

51 (a) The Grantee shall permit a representative 100  
52 of the Village to examine during normal 101  
53 business hours and on a non-disruptive 102  
54 basis, any non-proprietary information. 103  
104  
105  
106  
107

The Grantee shall permit any third party 108  
independent auditor duly authorized as a 109  
representative of the Village, upon receipt 110  
of advance written notice to examine dur- 111  
ing normal business hours and on a non- 112  
disruptive basis, any and all records as is 113  
reasonably necessary to ensure the 114  
Grantee's compliance with the franchise. 115  
Such notice shall specifically reference the 116  
subsection of the franchise which is under 117  
review so that the Grantee may organize 118  
the necessary books and records for easy 119  
access by the Village. 120

(b) The Grantee shall not be required to main- 121  
tain any books and records for franchise 122  
compliance purposes longer than three (3) 123  
years, except for service complaints, which 124  
shall be kept for two (2) years. The Grantee 125  
shall not be required to provide subscriber 126  
information in violation of §631 of the Ca- 127  
ble Act. All materials, documents and maps 128  
provided to the Village by the Grantee shall 129  
be considered public records as defined 130  
under Section 19.21 through 19.39 of the 131  
Wisconsin State Statutes as amended. The 132  
Village shall apply the Section 19.36 upon 133  
requests for that information in the Village's 134  
possession. 135

## 83 **Sec. 20.22 Removal of Cable Television** 84 **System.**

85 At the expiration of the terms for which this fran- 136  
86 chise is granted and any renewal denied, or upon 137  
87 its termination as provided herein, the Grantee 138  
88 shall forthwith, upon notice by the Municipality, 139  
89 remove at its own expense the mutually desig- 140  
90 nated portions of the cable television system from 141  
91 all streets and public property within the Muni- 142  
92 cipality. If the Grantee fails to do so, the Municipal- 143  
93 ity may perform the work at the Grantee's ex- 144  
94 pense. Upon such notice of removal, a bond shall 145  
95 be furnished by the Grantee in an amount suffi- 146  
96 cient to cover this expense. 147

## 97 **Sec. 20.23 Required Services and Facilities.**

98 (a) Local and Public Access. The Grantee shall 148  
99 maintain the following: 149

(1) Public, Educational, and Govern- 150  
mental Access. Grantee shall pro- 151  
vide a common-use, county-wide, 152  
public, educational, and govern- 153  
mental network to all Door County 154  
local franchising grantor's including 155  
Grantor. The network will consist of 156  
at least one (1) educational access 157

# Village of Sister Bay Code of Ordinances

## *Sec. 20.24 Rules and Regulations.*

## *Sec. 20.26 Revocation and Termination.*

1 channel, one (1) governmental access  
2 channel, and one (1) public access  
3 channel. Each channel shall be  
4 available to all subscribers within  
5 Grantee's network. The Grantor, in  
6 conjunction with other county local  
7 franchising grantors, shall designate  
8 use for the governmental channel.  
9 However, said channels shall be  
10 used only for noncommercial, non-  
11 competitive municipal or commu-  
12 nity use and shall not be subleased,  
13 assigned or otherwise licensed to  
14 any third party without the express  
15 written consent of Grantee. If the  
16 amount of programming does not  
17 warrant full use of the channel ca-  
18 pacity, the Grantor may at its option  
19 allow the Grantee to use such ex-  
20 cess capacity for its own purposes  
21 until such time as the Grantor may  
22 deem it needs the full allocated ca-  
23 pacity. The Grantee shall provide  
24 the necessary connections equip-  
25 ment to host the distribution point  
26 for the PEG channels.

27 (2) Grantor Buildings and Schools. On  
28 request, Grantee shall provide free  
29 basic or extended basic cable tele-  
30 vision service (excluding premium  
31 subscription based movie channels  
32 and pay per view services) to all  
33 municipal buildings designated by  
34 the Grantor (at least [one] outlet[s]  
35 per building) and to all public and  
36 private schools (grades K-12) in the  
37 Village, either acquired or con-  
38 structed during the term of the  
39 Franchise. If the Grantor requests  
40 any internal wiring installation to  
41 serve additional outlets in any  
42 school, library, or municipal build-  
43 ing, Grantee shall provide such in-  
44 stallation at its cost of materials and  
45 labor.

46 (3) Emergency Override. The Grantee  
47 shall incorporate into its cable tele-  
48 vision system the capacity which  
49 will permit the Municipality or Door  
50 County, in times of emergency, to  
51 override, by remote control, the au-  
52 dio of all channels simultaneously  
53 which the Grantee may lawfully  
54 override. The Grantee shall provide  
55 emergency broadcast capacity pur-

56 suant to FCC rules. The Grantee shall  
57 cooperate with the Municipality in  
58 the use and operation of the emer-  
59 gency alert override system.

## **Sec. 20.24 Rules and Regulations.**

60 In addition to the inherent powers of the Muni-  
61 cipality to regulate and control this cable television  
62 franchise, and those powers expressly reserved by  
63 the Municipality, or agreed to and provided for  
64 herein, the right and power is hereby reserved by  
65 the Municipality to promulgate such additional  
66 regulations as it shall find necessary in the exer-  
67 cise of its lawful powers and furtherance of the  
68 terms and conditions of this franchise; provided,  
69 however, that such rules, regulations, terms and  
70 conditions shall not be in conflict with the provi-  
71 sions hereof or applicable state and federal laws,  
72 rules and regulations. The Municipality may also  
73 adopt such regulations at the request of Grantee  
74 upon application.

## **Sec. 20.25 Rate Change Procedures.**

76 Pursuant to the Cable Television Consumer Pro-  
77 tection and Competition Act of 1992, the Muni-  
78 cipality is currently certified to regulate the Basic  
79 Service rates charged by Grantee. Under these  
80 rules, Grantee is required to obtain approval from  
81 the Municipality for a rate increase for any change  
82 to the rates for Basic Service. Should Federal or  
83 State law permit further rate regulation beyond  
84 the Basic Service the Municipality shall assume  
85 such rate regulation and adopt appropriate pro-  
86 cedures for such regulation.

## **Sec. 20.26 Revocation and Termination.**

88 (a) Prior to revocation or termination of the  
89 franchise the Village shall give written no-  
90 tice to the Grantee of its intent to revoke  
91 the franchise on the basis of a pattern of  
92 non-compliance by the Grantee. The no-  
93 tice shall set forth the exact nature of the  
94 non-compliance. The Grantee shall have  
95 sixty (60) days from such notice to either  
96 object in writing and to state its reasons for  
97 such objection and provide any explana-  
98 tion, or to cure the alleged non-  
99 compliance. If the Village has not received  
100 a satisfactory response from Grantee, it  
101 may then seek to revoke the franchise at a  
102 public hearing. The Grantee shall be given  
103 at least thirty (30) days prior written notice  
104 of such public hearing, specifying the time  
105 and place of such hearing, and stating its  
106 intent to revoke the franchise.

# Village of Sister Bay Code of Ordinances

- 1 (b) At the hearing, the Village shall give the  
2 Grantee an opportunity to state its position  
3 on the matter, present evidence, and ques-  
4 tion witnesses, after which it shall deter-  
5 mine whether or not the franchise shall be  
6 revoked. The public hearing shall be on  
7 the record, and a written transcript shall be  
8 made available to the Grantee within ten  
9 (10) business days. The decision of the Vil-  
10 lage shall be made in writing and shall be  
11 delivered to the Grantee. The Grantee may  
12 appeal such determination to an appropri-  
13 ate Court.
- 14 (c) The foregoing shall not constitute a major  
15 breach if the violation occurs but is with-  
16 out fault of the Grantee or occurs as a re-  
17 sult of circumstances beyond its control.  
18 The Grantee shall not be excused by mere  
19 economic hardship or by misfeasance or  
20 malfeasance of its directors, officers or  
21 employees.

## **Sec. 20.27 Penalties.**

- 22 (a) Pursuant to Wisconsin Statutes Section  
23 66.01113 violations of any of the provisions  
24 of this franchise agreement shall be con-  
25 sidered violations of Sections 1.11 and 1.12  
26 of the Village of Sister Bay Municipal Code.  
27 Penalties shall be assessed as provided in  
28 Section 1.11 and 1.12 of the Municipal Code  
29 and the Municipality may determine the  
30 amount of the fine for other violations  
31 which are not specified in a sum not to ex-  
32 ceed Five Hundred Dollars (\$500.00) for  
33 each violation,  
34
- 35 (b) Whenever the Municipality believes that  
36 the Grantee has violated one (1) or more  
37 terms, conditions or provisions of this fran-  
38 chise, and wishes to impose penalties, a  
39 written notice shall be given to the Grantee  
40 informing it of such alleged violation or li-  
41 ability. The written notice shall describe in  
42 reasonable detail the specific violation so  
43 as to afford the Grantee an opportunity to  
44 remedy the violation. The Grantee shall  
45 have thirty (30) days subsequent to receipt  
46 of the notice in which to correct the viola-  
47 tion before the Municipality may impose  
48 penalties unless the violation is of such a  
49 nature so as to require more than thirty  
50 (30) days and the Grantee proceeds dili-  
51 gently within the thirty (30) days to correct  
52 the violation, or as promptly as possible  
53 thereafter to correct the violation. In any  
54 case where the violation is not cured

- 55 within sixty (60) days of notice from the  
56 Municipality, or such other time as the  
57 Grantee and the Municipality may mutually  
58 agree to, the Municipality may proceed to  
59 impose penalties allowed under Section  
60 20.27(a).
- 61 (c) The Municipality shall stay or waive the  
62 imposition of any penalty set forth above  
63 upon a finding that any failure or delay is a  
64 result of an act of nature or due to circum-  
65 stances beyond the reasonable control of  
66 the Grantee.

## **Sec. 20.28 Effective Date of Franchise.**

67 The Franchise awarded to grantee pursuant to this  
68 Agreement shall take effect upon execution of  
69 this Agreement, provided that Grantee has ac-  
70 cepted the Franchise. In the event acceptance  
71 does not take place within sixty (60) days or such  
72 other time as the Grantor might allow, the Fran-  
73 chise and this Agreement shall be null and void.  
74

## **Sec. 20.29 Applicable Law.**

75 This Agreement and any interpretation thereof  
76 shall be ruled by the laws of the State of Wiscon-  
77 sin.  
78

## **Sec. 20.30 Severability.**

79 Should any word, phrase, clause, sentence, para-  
80 graph, or portion of this Agreement be declared  
81 to be invalid by a court of competent jurisdiction,  
82 such adjudication shall not affect the validity of  
83 this Agreement or the Franchise as a whole, but  
84 shall only affect the portion thereof declared to  
85 be invalid.  
86

## **Sec. 20.31 Force Majeure.**

87 The Grantee shall not be held in default under, or  
88 in noncompliance with the pro-visions of the  
89 Franchise, nor suffer any enforcement or penalty  
90 relating to noncompliance or default, where such  
91 noncompliance or allege defaults occurred or  
92 were caused by circumstances reasonably be-  
93 yond the ability of the Grantee to anticipate or  
94 control. This provision includes work delays  
95 caused by waiting for utility providers to service  
96 or monitor their utility poles to which Grantee's  
97 cable system is attached, as well as unavailability  
98 of materials and/or qualified labor to perform the  
99 work necessary.  
100

## **Sec. 20.32 Mediation.**

101 Any claim arising out of or related to this Agree-  
102 ment or the Franchise shall be subject to media-  
103 tion as a condition precedent to arbitration or the  
104

# Village of Sister Bay Code of Ordinances

*Sec. 20.32 Mediation.*

*Sec. 20.32 Mediation.*

---

1 institution of legal or equitable proceedings by  
2 either party. The parties shall endeavor to resolve  
3 their claims by mediation which, unless the par-  
4 ties mutually agree otherwise, shall be in accor-  
5 dance with the Mediation Rules of the American  
6 Arbitration Association currently in effect. Re-  
7 quest for mediation shall be filed in writing with  
8 the other party to the agreement and with the  
9 American Arbitration Association. The request  
10 may be made concurrently with the filing of a  
11 demand for arbitration but, in such event, media-  
12 tion shall proceed in advance of arbitration or le-  
13 gal or equitable proceedings, which shall be  
14 stayed pending mediation for a period of 60 days  
15 from the date of filing, unless, stayed for a longer  
16 period by the parties or court order. The parties  
17 shall share the mediator's fee and any filing fees  
18 equally. The mediation shall be held in Sturgeon  
19 Bay, Wisconsin, unless another location is mutu-  
20 ally agreed upon. Agreements reached in media-  
21 tion shall be enforceable as settlement agree-  
22 ments in any court having jurisdiction thereof.  
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