

VILLAGE OF WEYERHAEUSER, COUNTY OF RUSK

CABLE TELEVISION

ORDINANCE NO. 7-88 TV

The Village Board of the Village of Weyerhaeuser does ordain as follows:

(1) That the Village of Weyerhaeuser, Rusk County, Wisconsin, hereinafter called the Village, does hereby grant to K. W. Cable, Inc., owned by Scott T. Krenz and James A. Waldorf, 18154 Country Court, Chippewa Falls, Wisconsin, hereinafter called the Company, the right, privilege and franchise to construct, operate and maintain lines of coaxial television cable, including poles, wires and fixtures where necessary, upon, along, over, and under the public streets and alleys of the Village, subject to the terms and conditions herein. K. W. Cable, Inc. may assign this franchise to a financial institution that loans money for the construction of the cable system. The Village will also allow assignment of this franchise to any future purchaser, provided that the purchaser is a reputable business with good credit plus good business background.

(2) The Company shall build its aerial portion of the television distribution plant using existing poles such as those directed and maintained by the Power Company and Telephone Company. Any new poles that may have to be installed by the Company shall first be approved by the Village.

(3) The Company will build its underground portion of the television distribution plant only after it has received

permission from the Village. All streets and sidewalks disturbed or damaged in the construction or maintenance of said cable lines shall be promptly repaired by the Company at its expense, to the satisfaction of the Village.

(4) All coaxial cable erected in the Village by the Company shall at all times meet with the applicable minimum standards of the Village, as provided by ordinance or code.

(5) The Company shall be subject to all ordinances now in effect or that may be hereinafter enacted relative to the use by it of the streets and alleys of the Village.

(6) The Company shall hold the Village harmless from all claims for damages arising out of the construction, maintenance, or operation for said cable.

(7) The franchise is hereby granted for the term of fifteen (15) years from the date of this ordinance. This franchise is conditional upon the Company to start construction within twelve (12) months and to complete construction within eighteen (18) months of the adoption and publication of this ordinance as provided by law. If the Company fails to comply with the aforementioned conditions, then the Village may terminate this franchise.

(8) Proposed programming services to be carried are as follows:

Channel Lineup (Tentative)

Cable Channel	2	WHWC	PBS	Ch. 28 (Menomonie)
	3	WTBS	Ind	Ch. 17 (Atlanta)
	4	ESPN		Sports (New York)
	5	USA Network		Family/Movies

6	TNN		Country Music (Nash.)
7	HBO		Movies (New York)
8	WKBT	CBS	Ch. 8 (La Crosse)
9	WGN	Ind	Ch. 9 (Chicago)
10	WQOW	ABC	Ch. 18 (Eau Claire)
11	CBN		Family/Movies (N.Y.)
12	CNN		News (Atlanta)
13	WEAU	NBC	Ch. 13 (Eau Claire)

NOTE: Channel 7 (HBO) will be a premium service separate from the basic service.

NOTE: The Company has the right to change these services as they see necessary.

(9) The initial service and maintenance charged by the Company shall be as follows:

Monthly Service Charge

Main television set	\$12.95
HBO	10.95
Extension television sets	2.25

Installation Charges

Main television set	\$30.00
Extension television sets	20.00
Reconnection charge	25.00
Hookup charge (first 90 days)	N/C

NOTE: Wisconsin sales tax will be added to the above rates. All accounts thirty (30) days pastdue will be subject to disconnection after disconnect is sent.

(10) UNAUTHORIZED CONNECTIONS OR MODIFICATIONS.

A. It shall be unlawful for any person or company to make or possess any connection to the cable television system without the expressed consent of the Company.

B. It shall be unlawful for any person or company to willfully tamper, remove, or damage any portion of the cable television system or its components.

(11) LIABILITY OF COMPANY. The Company shall indemnify and save the Village of Weyerhaeuser and its agents and employees harmless from all and any claims for personal injuries or property damages and any other claims, costs including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of said system. For this purpose, the Company shall carry and at all times maintain on file with the Village Clerk, and at all times keep in force, a public liability policy of insurance, insuring such Company and the Village against any and all liability arising from such installation and/or operation, with the limits of liability of not less than \$100,000.00 property damages; \$500,000.00 for any person, personal injury, or death; and \$1,000,000.00 for any one accident resulting in personal injury or death. Such policies of insurance or certificate thereof by a company licensed to do business in the State of Wisconsin shall be filed with the Village Clerk prior to commencement of such use.

(12) SUBSCRIBER SERVICE. The Company will maintain a toll free telephone number, so that subscriber services can be handled conveniently.

(13) FEDERAL COMMUNICATIONS COMMISSION RULES TO APPLY. The Company shall comply fully with all Federal Communications

Commission rules and regulations as may be presently in effect or may become effective in the future, and all other federal and state rules and regulations applicable to the television distribution system. Any and all modifications of Section 76.31 of the Federal Communications Commission rules resulting from amendment of said rules by the Commission shall be incorporated into this ordinance within one year of the adoption of the modification by the Federal Communications Commission, or at the time of franchise renewal, whichever event shall first occur. Compliance with all Federal Communications Commission rules or modifications thereof shall be a condition for continuation of any franchise.

(14) This Ordinance will become effective upon the adoption and publication as provided by law.

ADOPTED this 13th day of July, 1988.

Robert A. Zerkowick
Village President

ATTESTED:

Christie J. Bensch
Village Clerk