

TITLE 9

Public Utilities

Chapter 1

Cable Television

Chapter 2

Electric Utility Easement

Title 9 – Chapter 1

Cable Television

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Sec. 9-1-1 **General Provisions.**

- (a) **Franchise Non-Exclusive.** Any franchise granted under this Chapter shall not be exclusive. The Town of Oshkosh reserves the right to grant other or additional franchises at all times.
- (b) **Vote.** A majority vote of all members of the Town Board of the Town of Oshkosh shall be required to affect the grant of any franchise or to amend the terms of any franchise granted under this Chapter.

Sec. 9-1-2 Definitions.

For the purpose of this Chapter the following terms, phrases, words and their derivation shall have the meaning specified herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory.

- (a) **Town.** The Town of Oshkosh.
- (b) **Town Board.** The Town Board of the Town of Oshkosh.
- (c) **Street.** All streets, highways, lanes, alleys, courts, curbs, sidewalks, or other public ways in the Town which have been or may hereafter be dedicated and opened to public use, or such other public property to designated by any law of the State of Wisconsin.
- (d) **Grantee.** Any person, firm, company, corporation, or association to whom a franchise is granted under this Chapter.
- (e) **Franchise Fee.** Any charge imposed for a franchise whether the object is regulation or revenue.
- (f) **Full Network Service.** All Basic and Additional Services offered by a Grantee.
- (g) **Broadband Telecommunications Network.** Any network of cables and other electrical and electronic equipment, including cable television systems, used for the purpose of transmission of electrical impulses of television, radio and other intelligences, analog or digital, for sale to or use by inhabitants of the Town.
- (h) **Subscriber.** Any person, firm, company, corporation, or association receiving reception service from a Grantee.
- (i) **Basic Service.** All subscriber services provided by a Grantee and covered by the regular monthly charge paid by all subscribers.
- (j) **Additional Service.** Any subscriber service provided by a Grantee for which a special charge is made based upon program or service content or time of usage.

Sec. 9-1-3 Grant of Non-Exclusive Authority.

- (a) Any franchise granted under this Chapter shall give the Grantee the right and privilege to construct, erect, operate, modify, and maintain in, upon, along, across, above, over and under streets of the Town a Broadband Telecommunications Network.
- (b) Any such franchise shall give the Grantee the authority to trim trees upon and overhanging streets so as to prevent damage to the Network of the Grantee and interruption of service.
- (c) The franchise and rights therein granted shall take effect in accordance with Section 9-1-7 and shall continue for a term of fifteen (15) years after which five (5) year renewal terms may be granted. If either the Grantee or the Town shall desire not to renew the franchise at any option period, written notice of such intent must be given to the other at least twelve (12) months prior to such option period.
- (d) The Town reserves the right to terminate any franchise in the event of:
 - (1) Non-compliance by the Grantee with any provision of this Chapter or with any supplemental written agreement between the Town and the Grantee.

- (2) Insolvency of the Grantee, including voluntary or involuntary receivership or reorganization.
- (3) Violation by the Grantee of any order, regulation, or ruling of the Federal Communications Commission or of any other governmental body having jurisdiction over the Grantee unless the Grantee in good faith is contesting the legality or applicability of such order, regulation or ruling.
- (e) If the Town shall terminate a franchise, it shall give the Grantee ninety (90) days written notice setting forth the reason(s) for termination. If the Grantee removes such reasons within such ninety (90) days, the Town shall have the right to rescind its notice without prejudice. In all events the Grantee shall have an opportunity to be heard by the Town Board prior to termination.
- (f) If the franchise of a Grantee expires, terminates, or is not renewed, all property owned by the Grantee and placed in any street under Subsection (a) shall be promptly removed. Upon such removal the Grantee shall restore the street to a condition satisfactory to the Town.

Sec. 9-1-4 Limitations.

- (a) No Grantee shall make or grant any undue preference or advantage to any subscriber or non-subscriber nor subject any person to prejudice or disadvantage with respect to rates, charges, facilities, rules, regulations, or any other matter.
- (b) No franchise in any event may be sold, transferred, leased, assigned, or disposed of, in whole or in part, without the prior consent of the Town expressed by a Town Board Resolution and then only under such conditions as the Town Board may establish.
- (c) Prior approval of the Town Board shall be required where ownership or control of more than thirty percent (30%) of the right of control of any Grantee is acquired in any manner by any person or group of persons, including corporations, acting in concert, none of whom owns or controls thirty percent (30%) or more of such right alone or together.
- (d) No Grantee and no affiliated organization, employee, agent, shareholder, officer, or director shall engage in the sale, rental, lease, or repair of radio or television receivers or any appurtenances thereof in the Town.
- (e) No Grantee shall carry any permission or license to use poles or conduits belonging to utility companies or others maintaining poles or conduits in Town streets.
- (f) Any poles, conduits, cables, or equipment of a Grantee installed in, under, over, along, across, or upon a street shall be so located as to cause minimum interference with public use of the street and minimum interference with the rights of adjoining property owners and shall be subject to prior approval by the Town or other governmental body with jurisdiction over such street.
- (g) The Grantee shall have no recourse whatsoever against the Town for any loss, cost, expense, or damage arising out of any provision or requirement of this Chapter or its regulation.
- (h) Grantee shall at all times during the life of any franchise granted hereunder be subject to all lawful exercise of the police power by the Town and shall comply

with any and all ordinances which the Town has adopted or shall adopt applying to the public generally and to other Grantees.

- (i) In the event of disturbance of any street by a Grantee, such Grantee shall, at its own expense and in a manner approved by the Town, replace and restore such street in as good a condition as before the work causing such disturbance was done.
- (j) A Grantee shall construct, maintain and operate his network so as to cause minimum inconvenience to the general public. All excavations by a Grantee shall be properly guarded and protected and shall be replaced and the surface restored promptly after completion of the work. The Grantee shall at all times comply with all excavation ordinance requirements of the Town.
- (k) A Grantee shall upon reasonable prior written notice from any person holding a building moving permit issued by the Town temporarily alter his facilities to permit the moving of such building. The actual cost of such alteration shall be borne by the person requesting the alteration and the Grantee shall have the right to request payment in advance.

Sec. 9-1-5 Town Rights.

- (a) The Town shall have the right and power to add to, modify, or delete provisions of this Chapter as it shall deem necessary in the exercise of its regulatory powers provided, however, that such additions, modifications, or deletions shall be made only after a public hearing for which the Grantee shall have received written notice at least thirty (30) days prior to such hearing.
- (b) The Town shall have the right upon reasonable notice to require that a Grantee, at its expense, protect, support, temporarily disconnect, relocate, or remove from the Town streets any property of such Grantee by reason of traffic conditions, public safety, street construction or vacation, change or establishment of street grade, installation of sewers, drains, water pipes, power, or communication lines tracks, or other types of structure or improvements by governmental agencies of any other structures of public improvement. Reasonable notice for this provision of the Chapter shall be construed to mean at least thirty (30) days except in the case of emergencies where no specific notice period shall be required.
- (c) In the event of any failure by a Grantee to complete any work required by Subsection (b) above or any other work required by Town law or ordinance within the time established and to the satisfaction of the Town, the Town shall have the right to cause such work to be done and such Grantee shall reimburse the Town for the cost thereof within thirty (30) days after receipt of an itemized list of such cost.
- (d) The Town shall have the right to install and maintain free of charge upon the poles and conduits of or used by a Grantee any wire or pole fixture necessary for municipal networks provided, however that installation and maintenance thereof does not unduly interfere with the operation of such Grantee.
- (e) The Town shall have the right to inspect and supervise all construction or installation work performed by a Grantee pursuant to this Chapter.

- (f) Nothing in this Chapter shall be construed to waive, modify, or abridge the Town's right of eminent domain.
- (g) All rights, powers, and duties impressed upon any officer, employee, department, or board hereunder shall be subject to transfer by action by the Town Board or by law.

Sec. 9-1-6 Service Area and Policy.

- (a) The area to which the initial Grantee shall provide services within the Town limits is indicated on the map attached hereto and incorporated herein by reference.
- (b) A Grantee shall at its expense extend its Broadband Telecommunications Network so as to provide full network service to all residents within the Town limits and three hundred (300) feet of the network.
- (c) A Grantee shall file with the Town a statement of its extension policy for potential subscribers beyond three hundred (300) feet from the nearest point of the network. Such policy statement must be approved by the Town Board and Grantee shall not make or refuse to make any extension except as provided by such policy statement.

Sec. 9-1-7 Time for Performance.

- (a) Within thirty (30) days of the effective date of a franchise grant, Grantee shall file with the Town Clerk evidence that it has filed with the appropriate authorities necessary to comply with this Chapter and shall diligently pursue such applications.
- (b) Failure to comply with any of the provisions of this Chapter within the time specified shall be grounds for the termination of the franchise.
- (c) The Town shall have the right to extend the time for Grantee to perform any act required hereunder.

Sec. 9-1-8 Liability and Indemnification.

- (a) A Grantee shall indemnify, defend, and hold harmless the Town, its officers, boards, commissions, agents, and employees from any and all claims, suits and judgments for damages alleged in any way arising out of or through the act of the Town in granting a franchise or the acts or omissions of Grantee, its servants, employees, or agents. This right of indemnification shall extend to all claims, demands, or actions arising in tort, contracts, or violation of applicable statutes, ordinances, regulations, or otherwise.
- (b) A Grantee shall pay all expenses incurred by the Town, including consultants' and attorneys' reasonable fees, in defending itself in any such claim, demand, or action.
- (c) A Grantee shall maintain at all times during the term of its franchise a policy of general comprehensive liability insurance naming as co-insured the Town, its officers, boards, commissions, agents and employees. Said policy of insurance

shall be procured from a reputable company licensed to do business in the State of Wisconsin and in a form acceptable to the Town Board. Said policy of insurance shall protect against liability for loss or damage for personal injury, death, or property damage occasioned by the operations of a Grantee in the minimum amounts of:

- (1) Five Hundred Thousand Dollars (\$500,00) for bodily injury or death to any one (1) person, within the limit, and One Million Dollars (\$1,000,00) for bodily injury or death resulting from any one (1) accident, and
 - (2) One Hundred Thousand Dollars (\$100,000) for property damage resulting from any one (1) accident, and
- (d) Said policy required by Subsection (c) shall contain an endorsement providing that the policy of insurance is extended to cover the liability assumed by Grantee and that said policy of insurance may not be cancelled nor the amount of coverage thereof reduced except upon receipt by the Town Clerk by certified or registered mail, return receipt requested, of thirty (30) days' written notice of the intent to cancel or reduce the coverage.
- (e) All policies of insurance, or certified copies thereof, and written evidence of payment of required premiums shall be filed and maintained with the Town Clerk during the term of any franchise granted hereunder.
- (f) Neither the provisions of this Chapter, nor any damages recovered by the Town hereunder shall be construed to excuse faithful performance by a Grantee or limit the liability of a Grantee under any franchise issued hereunder or for damages either to the full amount of the bond or otherwise.

Sec. 9-1-9 Grantee Rules.

- (a) A Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Grantee to exercise its rights and obligations under this Chapter and its franchise provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this Chapter or the law of the State or the Rules and Regulations of the Federal Communications Commission or any rules and regulations promulgated by the Town in the exercise of its regulatory authority granted by this Chapter.
- (b) One (1) copy of all such rules, regulations, terms and conditions promulgated under Subsection (a) above, together with any amendments, additions, or deletions thereto, shall be kept currently on file with the Town Clerk, and another copy thereof shall be maintained for public inspection during normal hours at Grantee's office; no such rule, regulation, term, condition or amendments, additions or deletions thereto shall take effect unless and until so filed and maintained.

Sec. 9-1-10 Rates.

- (a) Grantee may charge and collect monthly service and installation charges as established from time to time. The charges made to subscriber shall be fair,

reasonable, non-discriminatory and no higher than necessary to meet all costs of service (assuming efficient and economical management) and provide a fair return on a Grantee's investment devoted to such service.

- (b) A Grantee shall notify the Town at least ninety (90) days in advance of any rate increase, the date of adoption of such proposed increase, and the amount of such increase.
- (c) The Town may, upon notification of a proposed increase, request, and Grantee shall provide, information in writing concerning the current and projected operating income and expenses and a written justification of the proposed increase; such information shall be provided within thirty (30) days after such request.
- (d) Should the Town receive a petition from at least two percent (2%) of the subscribers of the Grantee's network (as determined from the list of subscribers on file at the Grantee's office) for a review of any rate increase, then in that event the Town shall hold a hearing and determine whether or not the increase in rates is justifiable. Such rate increase shall not be effective until such time as the hearing is held and the Town Board approves the rate increase.
- (e) The Town retains the right and authority to regulate subscriber rates and retains the right to adopt other provisions that the Town deems desirable or necessary for the proper establishment of such rates.

Sec. 9-1-11 Subscriber Agreement.

- (a) Before Grantee shall provide service to any subscriber or user, it shall obtain an executed agreement from the subscriber containing a provision holding harmless the Town, its officers, agents and employees from any and all claims for interruption of service.
- (b) The form of a Grantee's agreements with its subscribers and users shall be subject to the prior approval of the Town Board, and copies of all types of agreements used by Grantee shall be filed and maintained with the Town Clerk.

Sec. 9-1-12 Service Standards.

- (a) A Grantee shall provide and maintain its services in accordance with the best-accepted standards of the industry so as to provide its subscribers with the highest possible level of quality and reliability. A Grantee's service shall include "same day service" response, seven (7) days a week, for all complaints and requests for repairs or adjustments received prior to 2:00 p.m. each day. In no event shall the response time for calls received subsequent to 2:00 p.m. exceed twenty-four (24) hours.
- (b) Upon failing to correct a service deficiency within twenty-four (24) hours, a Grantee shall rebate one-thirtieth (1/30) of the monthly charge for "basic service" and "additional service" to each subscriber for each twenty-four (24) hours or fraction thereof after the first twenty-four (24) hours following report of loss of service to such Grantee except to the extent that restoration of service is prevented by strike, injunction, or other cause beyond the control of such

- Grantee. A Grantee shall maintain a log, which shall be filed annually with the Town, of such reports of service loss and of the time of restoration of service.
- (c) A Grantee, whenever it is necessary to interrupt service over the Broadband Telecommunications Network for the purpose of network maintenance, alteration, or repair, shall do so at such time as will cause the least amount of inconvenience to its subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to the affected subscribers.
 - (d) A Grantee shall adopt procedures for the investigation of and resolution of complaints related to the operation of its Broadband Telecommunications Network and shall provide each subscriber with written notice of such procedures at the time of initial subscription.

Sec. 9-1-13 Construction and Installation Standards.

- (a) All construction practices shall be in accordance with standard utilities practices as detailed in the Edison Electrical Institute Publication E3 governing joint-use agreement and in the United States Department of Commerce, National Bureau of Standards, Handbook Number 18, "Safety Rules for the Installation and Maintenance of Electrical Supply and Communications Lines" and all state and local codes where applicable.
- (b) All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the applicable portions of the current edition of the National Electric Code and the National Electric Safety Code.
- (c) Antenna supporting structures (towers) shall be designed for the proper loading as specified in Electronics Industry Association's R.S. -22A specifications.
- (d) Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local or state codes and regulations.
- (e) Nothing in this Chapter or any franchise granted hereunder shall authorize a Grantee to construct, erect, or operate and maintain in the Town new poles and underground conduits where existing poles and conduits are servicing the area. A Grantee does have the right, however, to construct, erect, operate and maintain poles and underground conduits where none exists at the time the Grantee seeks to install his network. A Grantee shall require permission from the Town before constructing or erecting any new poles or underground conduit.
- (f) Nothing in this Chapter or any franchise granted hereunder shall relieve a Grantee of the obligation of placing underground the network facilities in areas presently served or to be served in the future by underground utility facilities. A Grantee shall abide by the requirements of the Town in regard to the installation of such service facilities.
- (g) All construction and installation of all of a Grantee's network facilities shall be subject to the prior approval of the Town and to inspection and supervision of such construction and installation as set forth in Subsection (e).

Sec. 9-1-14 Subscriber's Antennas.

A Grantee, upon request from any subscriber, shall install without an additional charge therefor, a switching device so as to permit a subscriber to continue to utilize its own television antenna if it chooses. A Grantee shall not require the removal or offer to remove any existing subscriber's antenna as a condition of provision of service.

Sec. 9-1-15 Subscriber Refunds.

- (a) If any subscriber of a Grantee of less than one (1) year terminates service because of Grantee's failure to render service to such subscriber of a type and quality provided for herein or if service to a subscriber of less than one (1) year is terminated without good cause, or if a Grantee ceases to operate the Broadband Telecommunications Network authorized herein for any reason except termination or expiration of a franchise granted hereunder, such Grantee shall refund to such subscriber of less than one (1) year an amount equal to the installation and connection charge paid by him in accordance with the schedule of charges contained in such Grantee's application for a franchise hereunder which schedule is incorporated herein by reference. In no event shall a Grantee be required to refund the monthly charge except as he may express a willingness to do so.
- (b) If a valid subscriber who is current in his or her account shall transfer his or her residence within the service area of such Grantee, it shall re-connect such subscriber and may charge him or her a reasonable fee and shall grant such standard discount as may be permitted under Section 9-1-10.
- (c) If a nonsubscriber transfers his residence into a vacated premises previously connected or pre-wired to the network, a Grantee may charge him all applicable fees permitted under Section 9-1-10 upon reconnection of the premises to the Network.

Sec. 9-1-16 Filings and Communications With Regulatory Agencies.

- (a) A Grantee shall simultaneously file with the Town Clerk a copy of all petitions, reports, applications and communications transmitted by a Grantee to any federal or state regulatory commission or agency having jurisdiction over any matter affecting operation of such Grantee's system.
- (b) A Grantee shall prepare and furnish to the Town, at the times and in the form prescribed, such reports with respect to its operation, affairs, transactions, or property, which the Town Board in its discretion may request.

Sec. 9-1-17 Applications for Franchise.

- (a) Applications for a franchise hereunder shall be filed with the Town Clerk and shall contain the following information and provisions:

- (1) The name and business address of the applicant, date of application and signature of applicant or appropriate corporate officer.
 - (2) Payment of the application filing fee as set forth in Subsection (b) hereunder.
 - (3) A general description of the applicant's proposed operation, which shall include a proposed statement of policy regarding extending service in the Town.
 - (4) A statement of the television and radio services proposed including both off-the-air and locally originated signals.
 - (5) A statement setting forth a description of the television channels and programming facilities.
 - (6) A statement of the applicant's proposed schedule of charges as set forth by the provisions of Section 9-1-10 hereunder.
 - (7) A statement detailing the corporate organization of the applicant, if any, including the names and addresses of its officers and directors and the division of shares between shareholders.
 - (8) A statement describing all intra-company relationships of the applicant including parent, subsidiary, or affiliated companies.
 - (9) A statement setting forth all agreements and understandings whether written or oral existing between the applicant and any other person, firm, group, or corporation with respect to any franchise awarded hereunder and the conduct of the operation thereof.
 - (10) If applicant is a corporation, a financial statement for the previous fiscal year together with a Board Resolution authorizing the obtainment and expenditure of such funds as are required to construct, install and operate the Broadband Telecommunications Network contemplated hereunder.
 - (11) A brief technical description of the type of electronic equipment and coaxial cable proposed for use by the applicant.
 - (12) A statement as to whether the applicant has applied for or been granted a franchise in any other municipality together with the name and address of the municipal Attorney in each such municipality.
 - (13) A statement as to whether the applicant or any of its officers or directors or holders of five percent (5%) or more of its voting stock has in the past ten (10) years been charged with or convicted of any crime other than a routine traffic offense and the disposition of each such case.
 - (14) Such supplementary, additional, or other information that the Town deems reasonably necessary for its determinations.
- (b) Applicants for a franchise hereunder shall pay a non-refundable filing fee to the Town of Oshkosh, Two Hundred Fifty Dollars (\$250.00) which sum shall be due and payable concurrently with the request for the bidding information.

Sec. 9-1-18 Franchise Fee.

- (a) A Grantee shall pay to the Town an annual Franchise fee in an amount equal to three percent (3%) of the Grantee's gross revenues from all cable services in the Town. This annual franchise fee shall be in addition to any other fee owed to the

- Town by a Grantee and shall not be construed as a payment in lieu of municipal or Town property taxes.
- (b) No acceptance of any payment by the Town shall be construed as a release or as an accord and satisfaction of any claim the Town may have for further or additional sums payable as a franchise fee under this Chapter or for the performance of any other obligation of the Grantee.
 - (c) The annual franchise fee provided in this Section shall be due and payable to the Town not later than three (3) months after the end of a Grantee's fiscal year.
 - (d) A Grantee shall pay to the Town within three (3) months after the grant of a franchise hereunder a franchise fee in an amount equal to three percent (3%) of the Grantee's gross revenues from all cable services in the Town for all years prior to the year in which said Grantee was granted a franchise.
 - (e) The Town shall have the right to inspect a Grantee's income records and the right to audit and to recompute any amounts determined to be payable under this Chapter; provided, however, that such audit shall take place within three (3) years following the close of each Grantee's fiscal year. Any additional amount due to the Town as a result of any such audit shall be paid within thirty (30) days following written notice to Grantee by the Town which notice shall contain a copy of the audit report.

Sec. 9-1-19 Acceptance and Effective Date of Franchise.

- (a) Any franchise awarded hereunder and the rights, privileges and authority granted thereby shall take effect and be in force from and after thirty (30) days following the award thereof provided that within thirty (30) days from the day of such award a Grantee shall file with the Town the following:
 - (1) A notarized statement by such Grantee of unconditional acceptance of the franchise; and
 - (2) A certificate of insurance as set forth in Section 9-1-8(f).
- (b) Should the Grantee fail to comply with Subsection (a) above, he shall acquire no rights, privileges, or authority under this Chapter whatsoever.

Sec. 9-1-20 Regulatory Jurisdiction.

The Town shall have continuing regulatory jurisdiction and supervision over the operation of any franchise granted hereunder and may from time to time adopt such reasonable rules and regulations as it may deem necessary for the conduct of the business contemplated hereunder.

Sec. 9-1-21 Unauthorized Connections or Modifications.

- (a) It shall be unlawful for any firm, person, group, company, or corporation, without the express consent of the Grantee, to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise

with or to any segment of a franchised Broadband Telecommunications Network for any purpose whatsoever.

- (b) It shall be unlawful for any firm, person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage any part, segment, or content of a franchised Broadband Telecommunications Network for any purpose whatsoever.
- (c) Any firm, person, group, company, or corporation convicted of a violation of this Section shall for each offense be subject to penalty as provided in Section 1-1-6, with costs of such prosecution.

Sec. 9-1-22 Town's Right of Intervention.

The Town shall have the right to intervene and the Grantee specifically agrees by its acceptance of a franchise hereunder not to oppose such intervention by the Town in any suit or proceeding to which the Grantee is a party.

Sec. 9-1-23 Further Agreements and Waivers.

- (a) A Grantee by its acceptance of any franchise awarded hereunder does agree that it will not at any future time set up as against the Town the claim that any provision of this Chapter and any franchise granted hereunder is unreasonable, arbitrary, invalid, or void.
- (b) A Grantee by its acceptance of any franchise awarded hereunder does agree that said franchise is in lieu of any and all other rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Grantee in or pertaining to the installation and operation of a Broadband Telecommunications Network or similar system in the incorporated limits of the Town, and the acceptance of such franchise shall also constitute an abandonment by Grantee of any and all such rights, privileges, powers, immunities, or authorities within the Town to the effect that as between Grantee and Town, and all construction, operation and maintenance by the Grantee of any network in the Town shall be, and shall be deemed and construed in all instances and respects to be, under and pursuant to said franchise and not under or pursuant to any other right, privilege, power, immunity, or authority whatsoever.

Sec. 9-1-24 Miscellaneous Provisions.

- (a) An applicant for a franchise hereunder, upon being designated a Grantee, shall file with the Clerk within thirty (30) days of such designation written notice of both the location and addressee for mail and official notifications.
- (b) All reports, filings, notifications and official mail from any Grantee hereunder to the Town shall be forwarded to the attention of the Oshkosh Town Clerk, Town Hall, Oshkosh, Wisconsin.

- (c) Anything contained herein to the contrary notwithstanding, the Grantee of any franchise awarded hereunder shall not be required to take any action hereunder that shall be in violation of any statutes, ordinances, rules, or regulations promulgated by either a federal or state regulatory body having competent jurisdiction, and a Grantee shall not be considered as having violated a provision of this Chapter provided, however, that he notifies the Town of such conflict.
- (d) The scope of any franchise granted hereunder shall be deemed amendable from time to time to allow a Grantee to innovate and implement new services and developments provided, however, that no such services or developments be implemented without the expressed prior approval of the Town Board.
- (e) The Grantee of any franchise awarded hereunder shall at all times in the conduct of its business employ ordinary care and install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public in general.
- (f) Anything contained herein to the contrary notwithstanding, the award of any franchise hereunder shall not impart to a Grantee any right of property in or on Town owned property.
- (g) Anything contained herein to the contrary notwithstanding, all provisions of this Chapter and any franchise granted hereunto shall be binding upon a Grantee, its successors, lessees, or assignees.
- (h) If during the term of any franchise granted hereunder, a Grantee receives a refund, or if the cost to the Grantee is reduced by order of any regulatory body having competent jurisdiction, such Grantee shall pass on to its subscribers on a prorated basis any such savings or reduced costs either in a lump sum payment or in the form of reduced monthly charges.

Sec. 9-1-25 Grant of Franchise.

- (a) Pursuant to the requirements of Section 9-1-17, Time Warner Cable, 1001 W Kennedy Ave., PO Box 145, Kimberly, and Charter Communication, PO Box 1197, Fond du Lac, have made application for a franchise to install, maintain and operate a cable television system within the Town of Oshkosh and have paid the filing fee thereof.
- (b) Time Warner Cable and Charter Communication eligible to and in all respects meets the requirements for the award of a franchise to install, maintain and operate a cable television system within the Town of Oshkosh as set forth in this Chapter.
- (c) Time Warner Cable and Charter Communication hereby awarded a franchise to install, maintain and operate a cable television system within the Town of Oshkosh, which system shall be installed, operated and maintained pursuant to and in accordance with the rules and regulations of this Chapter and as set down from time to time by the Federal Communications Commission.
- (d) The franchise awarded by this Section shall be for servicing the Town of Oshkosh.

Title 9 – Chapter 2

Electric Utility Easement

9-2-1 Grant of Authority

Sec. 9-2-1 Grant of Authority.

- (a) Permission and authority is hereby granted to Wisconsin Public Service Corporation, a Wisconsin Corporation, and to its successors and assigns, to erect and maintain its poles and wires over and along all state and county highways and all public roads and streets, located in the Town of Oshkosh, Winnebago County, Wisconsin, for the purpose of transmitting light, heat and power by means of electricity.
- (b)
 - (1) Poles and wires and other apparatus connected therewith shall be so located as not to interfere with travel upon any public highways, or with necessary construction or maintenance operations on any said highways, and as near the outer limits of said highways as practicable.
 - (2) Poles and wires and other apparatus shall be constructed in a good and workmanlike manner, and the cross arms shall be at such height as not to interfere with the reasonable use of said highways, streets, alleys and other public places by the public, and at all crossings of said highways, roads and streets, the wires shall be at the height of at least fourteen (14) feet above the traveled surface thereof, and the poles along state trunk highways shall be at least twenty-four (24) feet in height.
 - (3) In constructing and maintaining such poles and wires there shall be no unnecessary shutting of shade trees and shrubbery, and all brush cut and all rubbish caused by the construction of said lines shall be destroyed in such manner as to do no damage, or removed from the limits of the highways at the expense of the corporation.