

23.01 **TITLE.** This chapter shall be known, and may be cited, as the "Town of Delafield, Wisconsin, Cable TV Franchise Ordinance".

23.02 **PURPOSE.** It is the purpose of this chapter to grant Ingersoll Cable Corp., a nonexclusive franchise to construct, maintain and operate a CATV system in the Town and to set forth the rights and obligations of the Town and the Grantee accompanying such grant.

23.03 **DEFINITIONS.** For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the text, 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 always mandatory and not merely directory.

CABLE COMMUNICATIONS SYSTEM. See CABLE SYSTEM.

CABLE SYSTEM. A system located within the Town only, of antennas, coaxial cables, wires, wave guides or other conductors, electronic equipment or facilities designed, constructed or used for the production of television signals, interception and reception of television or radio signals directly or indirectly off the air, and the distribution or transmission of such signals and other communications services by means of cable or similar devices to subscribers. (See also GRANTEE'S SYSTEM.)

CATV SYSTEM. (See CABLE SYSTEM and GRANTEE'S SYSTEM.)

CHANNELS. A group of frequencies in the electromagnetic spectrum capable of carrying an audiodate or an audiovisual television signal. Each channel is a block of frequencies containing 6 Milz bandwidth.

CONVERTER. An electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber to view all signals delivered at designated dial locations.

FCC. The Federal Communications Commission.

FRANCHISE. The nonexclusive right, privilege and authority granted by the chapter to construct, maintain and operate through the use of public streets of the Town.

GRANTEE. Ingersoll Cable Corp., a wholly owned subsidiary of Ingersoll Industries, Inc.

GRANTEE'S SYSTEM. The CATV system constructed or operated by a Grantee pursuant to franchise granted hereunder.

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

PERSON. Any person, firm, partnership, association, corporation, company or organization of any kind.

SERVICE, ADDITIONAL. Service provided by the Grantee other than a basic service.

SERVICE, BASIC. The simultaneous delivery by the Grantee to television receivers of those broadcast and nonbroadcast television channels.

STREET. Any street, alley or other public right-of-way in the Town.

SUBSCRIBER. Any person or entity receiving, for any purpose, the cable service of the Grantee.

SYSTEM. See GRANTEE'S SYSTEM.

TOWN. The Town of Delafield, Wisconsin, or any duly appointed designee thereof, including, but not limited to, the Town Board.

TOWN BOARD. The present governing body of the Town or any successors to the legislative powers of such body, or any duly appointed designee thereof.

23.04 USE OF TOWN STREETS. (1) GRANT OF AUTHORITY. (a) There is hereby granted by the Town the nonexclusive right, privilege and franchise to construct, operate and maintain a CATV system in the streets of the Town for a period of 25 yrs., subject to the rights, obligations, conditions and restrictions as hereinafter provided.

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

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

(b) If the Town agrees that the Grantee has substantially complied with the conditions of this chapter, the Grantee shall extend the franchise for an additional period of 25 yrs.

(c) If the Town determines that the Grantee has not substantially complied, the Grantee may submit such decision to arbitration within 60 days pursuant to rules and conditions of the Wisconsin Arbitration Act, Ch. 788, Wis. Stats. Such decision shall be binding upon both parties.

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

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

(c) The Grantee shall wire the entire Town and provide service to all residents who desire service.

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

(e) The Grantee shall be prohibited from placing its facilities where they would interfere with any gas, electric or telephone facilities, water hydrant or other utility in place at the time of Grantee's installation, or in violation of any applicable safety statutes, ordinances or administrative regulation.

(f) The Grantee shall, on request of any person holding a moving permit issued by the Town, temporarily move its wires or fixtures to permit the moving of buildings, the expense of such temporary removal to be paid by the persons requesting the same, and the Grantee shall be given not less than 48 hour's advance notice to arrange such temporary changes.

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

(h) Following the Grantee's commencement of service through and over its CATV system, the Grantee, upon request of the Town Board, shall, following a public hearing, promptly remove from the Town streets where its properties are located, all or any of the facilities so located when one or more of the following enumerated conditions occur:

1. The Grantee ceases to provide a substantial amount of the service required in this chapter for a continuous period of 6 mos.
2. The Grantee fails to construct such system as provided herein.
3. The franchise expires, or is revoked pursuant to notice, as provided herein.

(i) Provided that the Grantee shall be entitled to receive notices in writing from the Town delivered to the local office of the Grantee setting forth one or more of the occurrences hereinabove enumerated.

(j) The Grantee may be required by the Town to permit joint use of its property and appurtenances located in the streets, alleys or other public ways of the Town, by other utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental; therefore, provided that in the absence of agreement regarding such joint use, the Town Board shall provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefrom, which award shall be final.

(k) The Town shall have the right, during the term of this franchise, to install and maintain rent free upon the property of the Grantee its own equipment, including, but not limited to, a police alarm system, on the condition that such equipment does not unreasonably interfere with the CATV operations of the Grantee. The cost for insurance

and installation of such equipment shall be the sole responsibility of the Town.

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

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

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

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

(5) The Grantee shall furnish the Town Board with progress reports indicating in detail the area of construction of the cable television system. Such periodic reports shall be furnished at 6 mo. intervals, with the first report to be made 3 mos. after the construction commencement date.

(6) The Grantee shall have the system 100% completed within 15 mos. from the effective date of this chapter.

(7) If the cable system is not completed in the 15 mos., a \$200 a day penalty will be charged to the Grantee until service is available to every resident.

(8) The requirements established in subs. (1) through (5) above are maximums and the Grantee may, at any time, proceed at a rate speedier than required by such subsections.

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

(b) The Town Board shall have the right to inspect the Grantee's annual income statement from which its franchise payments are computed. The right of audit and recomputation of any and all amounts paid under this franchise shall be always accorded to the Town Board. No acceptance of any payment by the Town shall be construed as a release of or an accord or satisfaction of any claim the Town might have for further or additional sums payable under the terms of this chapter or for an other performance or obligation of the Grantee hereunder.

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

1. A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the Town, its officers, boards, committees,

commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$1,000,000 for bodily injury or death of any one or more persons in any one occurrence. Such policies are to include personal injury coverage.

2. Property damage insurance indemnifying, defending and saving harmless the Town, its officers, boards, committees, commissions, agents and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$50,000 for property damage in any one occurrence.

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

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

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

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

3. Arising out of a claim for violation of antitrust laws.

(d) The foregoing indemnity is conditioned upon the following: The Town shall give the Grantee prompt notice of the making of any claim or the commencement of any action, suit or other proceedings covered by the provisions of this section. Nothing herein shall be deemed to prevent the Town from cooperating with the Grantee and participating in the defense of any litigation by its own counsel at its sole cost and expense.

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

23.07 SERVICES TO BE PROVIDED. (1) GENERAL REQUIREMENTS. (a) The Grantee shall install, maintain and operate its system in accordance with the highest standards of the art of cable communications and in accordance with any Code of Conduct which has been adopted or shall be

adopted by the National Cable Television Association.

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

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

(d) it shall be the right of all subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. If the Grantee elects to overbuild, rebuild, modify or sell the system, or the Town revokes or fails to renew this permit, the Grantee shall do everything in its power to ensure that all subscribers receive continuous, uninterrupted service regardless of the circumstances. In the event of a change of Grantee, the current Grantee shall cooperate with the Town, or with a representative appointed by the Town to operate the system for a temporary period, in maintaining continuity of service to all subscribers.

(e) If the Grantee is constructing on a private roadway, Grantee is not required to construct if easements cannot be obtained.

(2) CHANNEL ALLOCATIONS; OFF THE AIR PROGRAMMING. (a) The Grantee shall carry the signals of the channels described in its proposal.

(b) The Grantee shall carry the signals of other TV stations pursuant to the present and future regulations of the FCC.

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

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

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

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

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

(2) At the option of any individual subscriber, the Grantee shall install a switching device upon such subscriber's television receiver whereby such subscriber may disconnect its television receiver from the Grantee's cable system in order to receive over-the-air television signals. The price of this device to such subscriber shall be the cost of such device to the Grantee, or less at the option of the Grantee, and the Grantee shall not charge the subscriber any fee for the installation of such device. The Grantee shall make all reasonable efforts to obtain such devices

at the lowest possible cost to it.

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

(4) The cable system shall be engineered and equipped so as to possess an initial capacity of 36 channels. The system shall also be capable of providing, if need and market demand so require, 54 channels without having to lay additional cable.

23.09 RATES. The Grantee shall charge rates as set forth in its proposal to the Town dated January 22, 1985, and incorporated herein.

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

(2) There will be a 9 mo. rate freeze for the rates charged from the date that service is available to every resident.

(3) A discount of 14% of the basic service charge will be afforded to senior citizens of the Town.

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

(2) EMPLOYMENT PRACTICES OF THE GRANTEE. In carrying out the construction, maintenance and operation of its cable television system, the Grantee will not discriminate against any employee or applicant because of race, creed, color, religion, sex or national origin. The Grantee shall strictly adhere to the equal employment opportunity requirements of the FCC, as expressed in §§76.13(2)(8) and 76.311 of Ch. 1 of Title 47 of the Code of Federal Regulations. The Grantee shall comply at all times with all other applicable federal, State, Town and County laws, and all executive and administrative orders relating to nondiscrimination in employment. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, religion or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion or national origin. The Grantee will incorporate the foregoing requirements of this paragraph in all of its contracts for work relative to construction, maintenance and operation of the CATV system, other than contracts for standard commercial supplies or raw materials and will

require all of its contractors for such work to incorporate such requirements in all subcontracts for such work.

(3) CABLE MONITORING. Neither the Grantee nor any governmental bureau, department, unit, agency or entity at the federal, State, County or local level, nor any other person or entity, shall monitor or arrange for the monitoring of any cable, line, signal input device or subscriber outlet receiver for any purpose whatsoever.

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

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

(5) RIGHTS OF RESIDENTS. (a) An owner or operator of an apartment building, condominium, nursing home or any other rental facility may not interfere with or charge a fee for the installation of cable facilities for the use of a lessee of such property or premises, except that such owner or operator may require:

1. Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises.
2. The Grantee, occupant or tenant to pay for the installation, operation or removal of such facilities.
3. The Grantee, occupant or tenant to agree to indemnify the owner or operator for any damages caused by the installation, operation or removal of such facilities.

(b) The Grantee shall not reimburse or offer to reimburse any person, and no person shall demand or receive reimbursement from the Grantee, for placement upon the premises of such person of Grantee's facilities necessary to connect such person's premises for the distribution lines of Grantee to provide CATV service to such premises.

(c) A landlord may not discriminate in the amount of rent charged to tenants or occupants who receive cable services and to those who do not.

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

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

23.11 PROTECTIONS AFFORDED THE GRANTEE. A person who willfully or maliciously damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Grantee, or commits any act with intent to cause damage to any wire, cable, conduit, apparatus or equipment of the Grantee, or who taps, tapers with or connects any wire or device to a wire, cable, conduit or equipment of the Grantee with intent to obtain a signal or impulse therefrom without authorization from the Grantee, shall be subject to a forfeiture of not more than \$500 as determined by the court and shall be liable in a

civil action for 3 times the actual amount of damages sustained thereby, but this section shall not prevent a public utility from removing, disconnecting or otherwise rendering inoperable any of the Grantee's apparatus or equipment attached or in any way connected to such public utility's facilities, if done for reasonable cause and provided the Grantee has been given proper notice by such utility.

23.12 SUPERVISION OF THE GRANTEE. (1) The Grantee shall file with the Town Engineer and the Town Clerk accurate copies of maps and/or plats of the location and character of all existing and proposed installation over, upon or under the streets. These maps and plats shall conform to the requirements of the Town Board, shall be kept continuously up-to-date and shall be filed at least quarterly.

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

(3) This franchise shall not be assigned or transferred either in whole or in part, or leased, sublet or mortgaged, in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person either by the act of the Grantee or by operation of law without the express consent of the Town Board. The granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consents or consent.

(4) The Grantee shall keep and maintain all records required by the FCC. Copies of such records and all other rules, regulations, terms and conditions established by the Grantee for the conduct of its business shall be filed annually with the Town Board and at the office of the Grantee.

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

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

(7) The Grantee shall keep and maintain a complete record of all persons or groups requesting time on its access channels. Such records shall be made available for public inspection.

(8) In addition to all other rights and powers pertaining to the Town by virtue of this chapter or otherwise, the Town reserves the right to revoke, terminate and cancel the franchise and all rights and privileges of the Grantee hereunder if:

(a) The Grantee violates any material provision of this chapter, the Grantee's proposal or any rule, order or determination of the Town made pursuant to this chapter, except where such violation, other than par. (b) below, is without fault or through excusable neglect; or

(b) The Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged as bankrupt; or

(c) At least 120 days beforehand a receiver or trustee has been appointed to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy or other action or proceedings unless such receivership or trusteeship shall have been vacated prior to the expiration of such 120 days, or unless:

1. Within 120 days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this chapter and remedied all defaults thereunder.
2. Such receiver or trustees, within such 120 days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this chapter; or

(d) There has been a change in the control of the Grantee requiring the consent of the Town Board and such consent has been denied or not given; or

(e) The Grantee attempts to evade any of the material provisions of this chapter or practice any fraud or deceit upon the Town; or

(f) The Grantee fails to have service available to 90% of the residential structures in all areas of the Town within 4 yrs. after receipt of authorization from all required governmental agencies and acceptable pole attachment agreements have been obtained by the Grantee; provided that this period may be extended by the Town Board if the Grantee is diligently pursuing such authorization and pole attachment agreements and the delay is not caused by any fault of the Grantee or results from strikes, natural disasters or other occurrences over which the Grantee would have no control.

(9) Such revocation, termination and cancellation shall occur only after a public hearing has been conducted by the Town Board. If, as a result of such public hearing, the Town Board approves and recommends revocation, termination and cancellation, the Town Board may put such revocation, termination and cancellation into effect by ordinance duly adopted after 30 day's notice to the Grantee. Such revocation, termination and cancellation shall in no way affect any of the rights under this chapter or any provisions of law. If such revocation, termination and cancellation depends upon a finding of fact, such finding of fact, as made by the Town Board, shall be conclusive; provided however, that before the franchise may be revoked, terminated or cancelled under this section, the Grantee shall be provided with an opportunity to be heard before the Town Board.

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

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

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

necessary to carry out the full intent and purpose of this chapter.

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

23.14 LIMITATIONS OF THE GRANTEE'S RECOURSE. The Grantee expressly acknowledges that, upon accepting this franchise, it did so relying upon its own investigation and understanding of the power and authority of the Town to grant this franchise. By the acceptance of this franchise, the Grantee agrees that it will not at any time set up against the Town in any claim or proceeding any condition or term of this chapter.