

TITLE 5

Public Utilities

Chapter 1	Cable Television
Chapter 2	Sewer Use
Chapter 3	Underground Transmission and Distribution Lines
<i>chapter 4</i>	<i>UDA</i>

CHAPTER 1

Cable Television

5-1-1	Grant of Franchise
5-1-2	Franchise Rights Subject to Police Power
5-1-3	Definitions
5-1-4	Review and Renegotiation
5-1-5	Franchise Expiration and Cancellation; Continuity of Service
5-1-6	Transfer of Control
5-1-7	Franchise Territory and Extension of Service
5-1-8	Subscriber Privacy
5-1-9	Technical Standards and Complaints
5-1-10	Rates
5-1-11	Grantee's Use of Town's Rights
5-1-12	Method of Installation
5-1-13	Authority to Trim Trees
5-1-14	Indemnity
5-1-15	Bonds
5-1-16	Fees
5-1-17	Joint Use
5-1-18	Waiver of Charges
5-1-19	Unauthorized Connections or Modifications
5-1-20	Removal of Equipment
5-1-21	Acceptance by Grantee
5-1-22	Compliance with Laws, Rules and Regulations
5-1-23	Penalties
5-1-24	Protection of Nonsubscribers
5-1-25	Conflict with Other Ordinances
5-1-26	Assignment of Franchise

SEC. 5-1-1 GRANT OF FRANCHISE.

This Chapter grants to Complete Channel TV, with offices at 5723 Tokay Boulevard, Madison, Wisconsin, a non-exclusive franchise to install, maintain and operate a cable system for the distribution of television signals, frequency modulated radio signals and closed circuit television programs for a term of ten (10) years; providing conditions, limitations and requirements; stipulating protective and indemnity provisions; providing

for certain payments to the Town of Burke for charges and rates; providing for acceptance by the grantee; imposing duties on the grantee at the expiration of its franchise; prohibiting assignments, subleases and encumbrances; and providing for extension of franchise to newly annexed territories. The Town reserves the right, at any time, to grant a similar franchise or franchises to any person, firm, company, corporation or association for the purpose of establishing a cable communication system within any part of the Town, including those areas covered by this franchise.

SEC. 5-1-2 FRANCHISE RIGHTS SUBJECT TO POLICE POWER.

In accepting this franchise, the grantee acknowledges that its rights hereunder are subject to the police power of the Town of Burke and other duly authorized state and federal regulatory bodies to adopt and enforce general and specific ordinances necessary to the health, safety and welfare of the public; and it agrees to comply with all applicable general and specific laws and ordinances enacted by the Town of Burke or other duly authorized authority pursuant to such power.

SEC. 5-1-3 DEFINITIONS.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such word or phrase:

- (a) **Additional Service.** Any subscriber service provided by the grantee for which a special charge is made in addition to the regular monthly charge paid by all subscribers.
- (b) **Annual Gross Subscriber Revenues.** All revenues received by the grantee in connection with the operation of the cable system in the Town of Burke, including revenues from advertising, channel leasing, data transmission, per program charge and revenues received from any other source, in addition to the subscribers' regular monthly payments.
- (c) **Basic Subscriber Service.** All subscriber services provided by the grantee, including the delivery of broadcast signals and programming originated over the cable system, covered by the regular monthly charge paid by all subscribers.
- (d) **Board or Town Board.** The duly elected Town Board of the Town of Burke or other future governing body of said municipal corporation.
- (e) **Cable System.** A system of antennas and other receiving equipment, cables, wires, lines, towers, waveguides, laser beams or any other conductors, converters, equipment or facilities, designed or constructed for the purpose of producing, receiving, amplifying and distributing by audio, video and other forms of electronic or electrical signals to and/or from locations in and outside the Town of Burke.
- (f) **Full Network Service.** All "basic services" and "additional services" offered by the grantee.
- (g) **Grantee.** Complete Channel TV, which shall be considered a public service for purposes of this and other Town ordinances.
- (h) **Subscriber.** A purchaser of any service delivered by the grantee pursuant to this franchise, and "subscriber" shall also include all persons who are not required to pay any fee, but receive any service delivered by the grantee pursuant to this franchise.
- (i) **Substantially Completed.** Construction will be considered substantially completed when sufficient distribution facilities have been installed so as to permit the

offering of "full network service" to at least ninety percent (90%) of the dwelling units in each of the initial service areas.

SEC. 5-1-4 REVIEW AND RENEGOTIATION.

In order to provide for a maximum degree of flexibility in this franchise, which covers a field that is relatively new and rapidly changing and which probably will see many regulatory, technical, financial, marketing and legal changes during the term of this franchise, and to help achieve a continued advanced and modern system for the Town of Burke, the following terms and conditions are part of the franchise hereby granted:

- (a) Approximately two (2), four (4), six (6) and eight (8) years prior to the expiration of this franchise, at a regular or special meeting of the Town Board, the Town and the grantee, at either party's option, shall meet to discuss application of new technologies, system performances, services provided, programming offered, customer complaints, privacy in human rights, amendments to this Chapter, undergrounding progress and judicial FCC rulings. Such a meeting shall be held at any other time upon the request of the Board. The parties may renegotiate any of the franchise provisions at that time.
- (b) Board members, administrative personnel, the public or the grantee may add further topics to the list recited in Subsection (a) of this Section.
- (c) At the eighth (8th) year of the franchise, or if mutually agreed by the Board and the grantee during one of the review and renegotiations described in Subsection (a) above, the Board and the grantee shall consider extension of the franchise for such period of time as may be mutually agreed upon by the parties. The purpose of this provision is to allow for maximum flexibility in the financial planning on the part of grantee and for the Board in anticipating future services. It is further the purpose of this provision to encourage the Board to examine the grantee's performance and to plan for the future in providing cable television service as well as to reward the satisfactory performance of the grantee. The Board may, at any time, reward the grantee for satisfactory performance by the extension of the franchise for five (5) year increments. This authority is granted so as to provide incentive to the grantee for satisfactory performance and maximum service.
- (d) The meeting described in Subsection (a) of this Section shall be held in accordance with any applicable provisions of Wisconsin's Open Meeting Law.
- (e) The Town Chairperson may appoint a Cable Television Commission comprised of not more than three (3) citizens, who are subscribers of a cable television system, to serve as a regulatory body over the cable television system. The Town Board shall assume such responsibilities until a Commission is appointed.

SEC. 5-1-5 FRANCHISE EXPIRATION AND CANCELLATION.

- (a) The Board reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated therewith upon the occurrence of one of the following events:
 - (1) Failure of the grantee to have substantially completed construction of the cable system within the initial service area within the time provided in Section 5-1-7(b); or
 - (2) Failure of the grantee to obtain and/or maintain liability insurance as required by Section 5-1-15 herein; or

- (3) Failure of the grantee to pay all fees required by Section 5-1-17 to be paid; or
 - (4) An unauthorized failure of the grantee to provide services to subscribers for a period of thirty (30) days as set forth in Section 5-1-24(a); or
 - (5) Other material breach, whether by act or omission, of any term or condition of this Chapter; or
 - (6) Insolvency of the grantee, or inability or unwillingness of the grantee to pay its just debts when they accrue, or application by the grantee for adjudication as a bankrupt, or the filing of a voluntary assignment for the benefit of a creditor, or if a judgment, tax warrant or tax lien remains unsatisfied for a period of six (6) months after expiration of the time for appeal.
 - (7) Failure of the grantee to receive any necessary FCC certification, unless such failure is directly attributable to an action taken or condition imposed by the Town.
- (b) Where the Board's decision to terminate the franchise is based upon the occurrence of one (1) or more of the events described in Subsection (a)(2) through (4) above, termination shall be effective upon the mailing of a notice of termination to the grantee by the Board provided, however, the grantee may cure an event under Subsection (a)(3) within ten (10) days of written notice thereof from the grantor. Where the Board's decision to terminate the franchise is based upon any other cause, the Board shall give the grantee thirty (30) days' written notice of its intention to terminate and stipulate the cause. If, during the thirty (30) day period, the cause shall be cured to the satisfaction of the Board, the Board shall declare the notice to be null and void. Upon termination, the grantee may request an opportunity to be heard before the Board.
- (c) Termination or forfeiture of this franchise shall in no way affect the rights of the Town under the franchise or any provision of law.

SEC. 5-1-6 TRANSFER OF CONTROL.

No transfer of effective ownership or control of the cable system may take place, whether by forced or voluntary sale, lease, mortgage, assignment, encumbrance or any other form of disposition, without prior notice to and written approval by the Board. Refusal to approve shall be reasonably related to future service and performance. The notice shall include full identifying particulars of the proposed transaction. For purposes of this Section, a "transfer of effective ownership or control" shall be taken to mean and include the acquisition, within any consecutive period of sixty (60) months, of more than thirty percent (30%) interest in the grantee's voting stock, franchise, plant, equipment, or other property used in the conduct of the business, or more than a thirty percent (30%) representation on the grantee's Board of Directors by any person or group of persons acting in concert who before that period did not enjoy such interest or representation. Such definition shall not include the disposition of facilities or equipment no longer required in the conduct of the business or a pledge or mortgage or similar instrument transferring conditional ownership of all or part of the system's assets to a lender or creditor in the ordinary course of business so long as the lender or creditor does not thereby acquire the right to control the system's operations.

SEC. 5-1-7 FRANCHISE TERRITORY AND EXTENSION OF SERVICE.

- (a) The initial service area to be covered by the franchise is particularly described as the following areas of the Town of Burke:

Token Creek, The Ledges, Stoney Ridge, Sunburst,
Rattman Heights and Sherwood Glen

- (b) The grantee shall have substantially completed construction within the initial service area within six (6) months of the effective date of the franchise.
- (c) The grantee shall be required to extend its service into any part of the Town of Burke outside of the initial service area where there is a density of at least thirty (30) subscribers per mile, fifteen (15) subscribers per one-half (1/2) mile or any other equivalent ratio of subscribers to distance from any point on the grantee's then-existing system. Where the density ratio is less than set forth above, extensions shall be required only when subscribers desiring the grantee's services shall agree to bear the cost of the materials and labor necessary to construct the extension.

SEC. 5-1-8 SUBSCRIBER PRIVACY.

- (a) No monitoring of any terminal connected to the system shall take place without specific written authorization by the user of the terminal in question on each occasion and without written notice to the Town Board.
- (b) The grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users or their use of its services without first securing written authorization for the provision of such data.

SEC. 5-1-9 TECHNICAL STANDARDS AND COMPLAINTS.

- (a) Inasmuch as the cable system which the grantee intends to provide to the Town of Burke under this franchise is essentially an extension of the cable system the grantee is now operating in the City of Madison, the technological requirements of said City of Madison's Broadband Telecommunications Franchise Enabling Ordinance, including, but not limited to, those requirements set forth in Section 36.22 (Network Description), 36.23 (Network Technical Requirements), 36.24 (Performance Measurements), 36.25 (Channels to be Provided) of said ordinance, as those Sections may, from time to time, be amended, shall be applicable to, and enforceable by, the Town of Burke provided the Town of Burke specifically approves in writing such amendments.
- (b) The full network services provided by the grantee to subscribers in the Town of Burke shall consist of the same program format and content provided by the grantee to its Madison subscribers for equivalent services.
- (c) The grantee shall keep a record of complaints received for a period of two (2) years after receipt of said complaints and shall make available to the Board, upon request, a compilation of such complaints showing when received and the general nature of the complaint. The grantee shall specify with respect to each complaint received what action it took to resolve said complaint and the amount of time which elapsed from the receipt of said complaint by the grantee until it was resolved.

SEC. 5-1-10 RATES.

- (a) All rates charged by the grantee for any services shall be subject to the regulation and approval of the Town Board at the option of the Board. Until such time as the Board exercises its right to regulate the grantee's rates, the rates charged by the grantee to subscribers in the Town of Burke shall correspond to the rates charged by the grantee to subscribers in the City of Madison for equivalent services.
- (b) The initial rate for basic subscriber service shall be Eight and 75/100 Dollars (\$8.75) per subscriber per month. The initial rate for Home Box Office (HBO) service and Showtime shall be Nine and 95/100 Dollars (\$9.95) per subscriber per month. The charge for additional outlets and for FM converter shall be One and 75/100 Dollars (\$1.75) for each, and Two and 50/100 Dollars (\$2.50) for converter rental. Said rates are the maximum rates which may be charged by the grantee for the first twelve (12) months of operation of the system; except, however, the fees may be modified if grantee receives permission from the City of Madison for a rate increase. For the purpose of determining said twelve (12) month period, the operation of the system shall be deemed to have commenced at such time as distribution facilities have been installed so as to permit the offering of cable service to at least fifty percent (50%) of the dwelling units located within each area of the initial service area.
- (c) The policy for installation and charges shall be as set forth on "Exhibit A", on file with the Town Clerk. It is understood that the grantee may, from time to time, waive the installation charge for purposes of marketing. It is understood that the installation charge shall be waived for thirty (30) days following the date on which service is made available in any newly serviced area for anyone subscribing to the grantee's services within that period.
- (d) The grantee is hereby given authority and approval to, from time to time, discount the basic subscriber charge; provided, however, there is a valid economic reason, such as a prepayment or guarantee of subscribers, but provided further that said discount does not in any way discriminate against or favor any one class of subscribers in the Town of Burke.
- (e) For extension of the network within the Town boundaries, the grantee shall provide service to any resident dwelling within the franchised area of the Town of Burke and within two hundred (200) feet of the existing network. Charges for extensions over two hundred (200) feet in length will be negotiated with the subscriber, but such charge shall not exceed the direct cost of materials and labor. For the purpose of determining the length of the extension, measurement shall be made from the subscriber's building to be served by the grantee to the boundary line of said subscriber's property on a reasonable line to the nearest portion of the grantee's system considering reasonable construction factors.
- (f) The financial books and records of the grantee are open for inspection at any time upon request of the Town Board or Cable Television Commission if one is appointed.

SEC. 5-1-11 GRANTEE'S USE OF TOWN RIGHTS.

The grantee, upon acceptance of this franchise, is hereby granted the right to erect, maintain, and operate in the street, alleys and utility easements of the Town of Burke and other public places a cable system in accordance with the Town's utility ordinance. The grantee agrees to comply with the Town's utility ordinance. The poles used for such distribution shall be those erected or used by the local utilities. The

grantee may erect its own poles where necessary after first obtaining written permission therefor from the Town.

SEC. 5-1-12 METHOD OF INSTALLATION.

- (a) In the road right-of-way, cables shall be buried to a depth of between thirty (30) inches to thirty-six (36) inches, and there shall be proper replacement of ditches. The grantee shall use no open road cuts in installing the cable or cable system. Any permanent construction relating to the cable or cable system protruding above the ground surface shall be at the right-of-way line.
- (b) The grantee shall provide notice to the residents in areas of construction such that the residents are aware of said work.
- (c) All installations made by the grantee shall be made in good, substantial, safe condition and maintained in such condition at all times and shall be made in accordance with all applicable rules and regulations included in the rules and regulations of the utility company owning any poles utilized by the grantee. The grantee shall make no excavations in the streets, alleys and public places without first procuring a written permit from the Town Engineer or other authorized representative of the Town, and all work of such kind shall be done so as to meet the approval of the Town's Engineer or other person authorized by the Town to approve such work and in accordance with the Town's utility and/or road ordinance.
- (d) The grantee's transmission and distribution system poles, wires and appurtenances shall be located, erected and maintained so as not to interfere with the lives or safety of persons or to interfere with improvements the Town may deem proper to make or plans to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges or other public property. Any part of the grantee's system determined by the Board to constitute such an interference shall be removed by the grantee at its own expense. In the event that the grantee fails to remove said portion of the system, the Board may have said portion of the system removed and charge the expense to the grantee.
- (e) The grantee shall restore all areas of construction and/or excavation to the condition existing prior to the beginning of construction and/or excavation.
- (f) The grantee shall utilize the easements of other public utilities when possible and shall obtain the written permission of the utility.
- (g) All easements required from subscribers or nonsubscribers shall be on a standard form supplied by the grantee and approved by the Town Board.

SEC. 5-1-13 AUTHORITY TO TRIM TREES.

The grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and other 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 company. Prior to commencement of the aforementioned work the grantee shall notify the Town of its intent to do such work.

SEC. 5-1-14 INDEMNITY.

- (a) The grantee shall indemnify, defend and save the Town and its agents and employees harmless from all claims, damages, losses and expenses, including

attorney's fees, sustained by the Town on account of any suit, judgment execution, claim or demand whatsoever arising out of:

- (1) The enactment of this Chapter and the award of the franchise thereunder; and
 - (2) The installation, operation, maintenance, repair, use or removal of the cable system;
 - (3) The damage to cable or cable system on or in Town right-of-way by the Town, Town contractors, agents or employees; except for Subsection (a)(1) and (2) above for such claims, damages, losses and expenses, including attorney's fees, arising out of the sole negligence of the Town, but including any claims, damages, losses and expenses, including attorney's fees, arising out of the joint negligence of the grantee and the Town.
- (b) The grantee shall further indemnify, defend and save the Town and its agents and employees harmless from all claims, damages, losses and expenses, including attorney's fees, sustained by the Town and arising out of any claims brought by the grantee against the Town for any of the grantee's losses resulting from the exercise by the Town of its right to grant additional franchises under this Chapter.
 - (c) The grantee shall maintain throughout the term of the franchise a general comprehensive liability insurance policy naming as the additional insured the Town, its officers, boards, commissions, agents and employees, in a company approved by the Town Board, protecting the Town and its agents and employees against liability for loss or damage for personal injury, death or property damage occasioned by the operations of the grantee under the franchise granted hereunder in the amounts of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person within the limit, Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one (1) accident.
 - (d) The insurance policy shall contain an endorsement stating that the policy is extended to cover the liability assumed by the grantee under the terms of this Chapter and shall further contain the following endorsement:

It is hereby understood and agreed that this policy may not be cancelled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the Town Clerk by registered mail of a written notice of such intent to cancel or reduce the coverage.

SEC. 5-1-15 BONDS.

- (a) The grantee shall maintain throughout the term of the franchise, including any renewal or extension thereof, a faithful performance bond running to the Town with at least two (2) good and sufficient sureties approved by the Town Board in the amount of Ten Thousand Dollars (\$10,000.00) conditioned upon the faithful performance by the grantee of all the terms and conditions set forth in this Chapter and upon the grantee's compliance with all applicable statutes, ordinances, rules and regulations governing the construction, operation, maintenance, repair, use or removal of the grantee's cable system. In the event that the grantee shall fail to fulfill any of the obligations set forth in this Section, there shall be recoverable, jointly and severally, from the principal and surety of the bond all damages, losses or expenses incurred by the Town as a result of said failure, including attorney's fees, up to the full amount of the bond. The bond shall contain the following endorsement:

It is hereby understood and agreed that this bond may not be cancelled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the Town Clerk by registered mail of a written notice of such intent to cancel or reduce the coverage.

- (b) The requirement for a bond may be eliminated by the Board provided the grantee has satisfactorily completed the installation and/or installations.

SEC. 5-1-16 FEES.

The grantee agrees to pay to the Town of Burke an amount not to exceed One Thousand Dollars (\$1,000.00) for all attorney's fees and costs incurred by the Town in connection with the granting of this franchise, including, but not limited to, all costs incurred in the enactment of this Chapter and the awarding of a franchise hereunder. The grantee also agrees to pay the Town an annual fee in the amount of three percent (3%) of the annual gross subscriber revenues as defined herein, provided that the Board does not exercise its option to regulate the grantee's rates pursuant to Section 5-1-10(a). In the event that the Board does choose to regulate the grantee's rates, the amount of the annual fee payable by the grantee to the Town shall be subject to renegotiation at the option of the grantee. Should the FCC remove the limits on the maximum percentage of annual gross subscriber revenues that may be paid to the Town without reestablishing another maximum limit, the annual fee to be paid by the grantee under this Section shall be subject to renegotiation, at the option of the Town, at any time after twenty-four (24) months after the commencement of operation as defined in Section 5-1-10(b) of this Chapter.

SEC. 5-1-17 JOINT USE.

The grantee shall grant to the Town, free of expense, joint use of any and all poles owned by it for any proper municipal purposes, insofar as it may be done without interfering with the free use and enjoyment of the grantee's own wires and fixtures, and the Town shall hold the grantee harmless from any and all actions, causes of action or damage caused by the placing of the Town's wires or appurtenances upon the poles of the grantee. Proper regard shall be given to all existing safety rules governing construction and maintenance in effect at the time of construction. The grantee shall also grant to the Town access to its customers by insertion in such grantee's mailing to its customers, provided such proposed mailing by the Town is related to Town government or Town business. The grantee shall also grant the Town, its representatives, agents and employees access to the public channels in accordance with the grantee's policy for such access. The grantee shall provide to the Town a copy of its access policy.

SEC. 5-1-18 WAIVER OF CHARGES.

During the term of this franchise, the grantee shall provide free basic subscriber service to any and all schools, whether private, public or parochial, all churches, fire stations and the Town Hall within the area of this franchise. The grantee may charge for unusual installation costs.

SEC. 5-1-19 UNAUTHORIZED CONNECTIONS OR MODIFICATIONS.

- (a) It shall be unlawful for any firm, person, group, company, corporation or governmental body or agency, without the expressed written consent of the grantee, to make or possess any connection, extension or diversion, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the cable system for any purpose whatsoever. However, this Section shall not be construed to apply to any signal receptions by unmodified television sets.
- (b) It shall be unlawful for any firm, person, group, company, corporation or government body or agency to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the cable system for any purpose whatsoever.
- (c) Any person violating this Section shall be subject to a forfeiture as prescribed in Section 1-1-6 and may be required to pay for any damages resulting from said violation. Each continuing day of the violation shall be considered a separate occurrence.

SEC. 5-1-20 REMOVAL OF EQUIPMENT.

Upon the termination of this franchise for any reason, the Town Board may require the grantee to remove its cables, wires and appliances from the streets, alleys, public ways and places within the Town, except any underground cables, appliances or other appurtenances. Upon failure of the grantee to do so within one hundred twenty (120) days of termination of the franchise, the Board may, at its option, remove said cable, wires and appliances and require the grantee to pay for the cost of removal; or the Board may declare that said cables, wires and appliances have become the property of the Town.

SEC. 5-1-21 ACCEPTANCE BY GRANTEE.

This franchise shall not become effective until accepted by the grantee and until all fees required to be paid by the grantee under this Chapter have been paid.

SEC. 5-1-22 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

In the event any valid law, rule or regulation of any governing authority or agency having jurisdiction, including, but not limited to, the Federal Communications Commission, contravenes the provisions of this Chapter subsequent to its adoption, then the provisions hereof shall be superseded to the extent that the provisions hereof are in conflict with any such law, rule or regulation.

SEC. 5-1-23 PENALTIES.

In addition to the procedures specified in Section 5-1-5, the following shall be in effect:

- (a) After notice and hearing, the Town may reduce any or all of the subscriber rates if the grantee fails to provide the services specified in this Chapter or specified in any other applicable government regulation; and the grantee shall be required to pay One Hundred Dollars (\$100.00) per day for said failure. The

grantee shall not be responsible for failure to provide adequate services where such failure is caused by acts of God, strikes, governmental or military action or other conditions beyond its control not caused by the negligence of the grantee.

- (b) The grantee shall provide "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 forty-eight (48) hours. Upon failing to correct total loss of customer service within forty-eight (48) hours, the grantee shall credit one-thirtieth (1/30) of the monthly charge for "basic service" to each subscriber for each twenty-four (24) hours following report of loss of service to the grantee.

SEC. 5-1-24 PROTECTION OF NONSUBSCRIBERS.

The grantee shall, at all times, keep its cables and other appurtenances used for transmitting signals protected in such a manner that there will be no interference with communications signals received by persons not subscribing to the grantee's service.

SEC. 5-1-25 CONFLICT WITH OTHER ORDINANCES.

Should any other ordinance or part thereof be in conflict with the provisions of this Chapter, this ordinance shall prevail insofar as it applies to a Cable Communications System Franchise granted to Complete Channel TV.

SEC. 5-1-26 ASSIGNMENT OF FRANCHISE.

The Town of Burke consents to the assignment by Complete Channel TV to TCI Cablevision of Wisconsin, Inc., of the franchise heretofore granted by the Town of Burke to Complete Channel TV, and the Town of Burke, upon completion of all conditions set forth herein, consents to the release of Complete Channel TV from any further obligations or liabilities under such franchise, except for any unperformed obligations as of the effective date of this assignment. This assignment, however, is to be conditioned upon the delivery to the Town of Burke of a written acceptance of all the terms and conditions of said franchise to provide cable television service to the Town of Burke and the complete acquisition of all assets of Complete Channel TV by TCI Cablevision of Wisconsin, Inc. This consent shall become effective only upon the written acceptance by TCI Cablevision of Wisconsin, Inc., of all obligations under said franchise as provided for herein and the delivery of said written acceptance to the Town of Burke and the written certification by both TCI Cablevision of Wisconsin, Inc. and Complete Channel TV that substantially all of the assets of Complete Channel TV have in fact been acquired by TCI Cablevision of Wisconsin, Inc.; such certification shall refer to such assets substantially in the form and amounts as shown on the Examination Report of Peat Marwick Main & Co., dated April 15, 1987, referred to above.