

TOWN of CABLE

BAYFIELD COUNTY



CABLE, WI 54821

TOWN OF CABLE
COUNTY OF BAYFIELD

AGREEMENT AND ORDINANCE NO. 16 A

The Town Board of the Town of Cable does ordain and agree as follows:

(1) That the Town Board, on behalf of the Town of Cable in the Township of Cable, Bayfield County, Wisconsin, hereinafter called the Town Board, does hereby grant to:

S & K TV SYSTEMS: OWNED BY RANDY SCOTT OF LADYSMITH AND

TOM KRENZ OF BLOOMER. Telephone NO: 1-800-924-7880;

Business Address: P.O. Box 127; Ladysmith, WI 54848.

hereinafter called the Company, the non-exclusive right, privilege and franchise to construct, operate, and maintain lines of coaxial television cable, including poles, wires and fixtures where necessary, upon, along, over, and under the public streets and alleys of the Town of Cable, subject to the terms and conditions herein. "The Company" may assign this franchise to a financial institution that loans money for the construction of the cable system. This franchise shall not be assignable nor shall a majority interest of the shares in the corporation be assigned or sold without written consent of the Town Board.

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

(3) The Company will build its underground portion of the television distribution plant only after it has received permission from the Town Board. All streets and sidewalks disturbed or damaged in the construction or maintenance of said cable lines shall be promptly repaired by the Company at its expense, to the satisfaction of the Town Board.

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

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

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

(7) The Company shall have the discretion to either provide or not provide cable service within the township limits to areas with less than eighteen (18) homes per mile of cable plant. (Note: Homes are defined as a building with year-round occupancy, not a summer home.)

(8) The franchise is hereby granted for the term of fifteen (15) years from the date of this ordinance. This franchise is conditional upon the Company to start construction within twelve (12) months and to complete construction within eighteen (18) months of the adoption of this ordinance as provided by law. If the Company fails to

comply with the aforementioned conditions, then the Town Board may terminate this franchise.

(9) The minimum number of proposed programming services to be carried are as follows:

CHANNEL LINEUP (TENTATIVE)

Cable Channel	2	WTBS	Ind	Ch. 17 (Atlanta)
	3	KDAL	CBS	Ch. 3 (Duluth)
	4	ESPN		Sports (New York)
	5	CBN		Family/Movies (N.Y.)
	6	KBJR	NBC	Ch. 6 (Duluth)
	7	HBO		Movies (New York)
	8	WDSE	PBS	Ch. 8 (Duluth)
	9	WGN	Ind	Ch. 9 (Chicago)
	10	WDIO	ABC	Ch. 10 (Duluth)
	11	Discovery		Family/Educational
	12	CNN		News (Atlanta)
	13	MTV		Music Television (N.Y.)
	17	USA		Family/Movies
	18	TNN		County Music (Nash.)
	19	Nickelodeon		Children's Programming

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

NOTE: The Company has the right to change these services as they see necessary, but must maintain at least the number of services as set forth above.

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

Monthly Service Charge

Main television set	\$15.95
HBO	10.95
Extension television sets	2.25

NOTE: For those customers that do not have cable-ready television sets or cable-ready VCR's, they will need a converter to receive Channels 17 through 19. The converter will be supplied by the Company for a one-time refundable

deposit of \$10.00.

Installation Charges

Main television set	\$30.00
Extension television sets	20.00
Reconnection charge	25.00
Hookup charge (first 60 days)	N/C

NOTE: Wisconsin and Bayfield County sales taxes will be added to the above rates. All accounts thirty (30) days past-due will be subject to disconnection after disconnect is sent.

(11) UNAUTHORIZED CONNECTIONS OR MODIFICATIONS.

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

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

(12) LIABILITY OF COMPANY. The Company shall indemnify and save the Town of Cable and its agents and employees harmless from all and any claims for personal injuries or property damages and any other claims, costs including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of said system. For this purpose, the Company shall carry and at all times maintain on file with the Town Clerk, and at all times keep in force, a public liability policy of insurance, insuring such Company and the Town of Cable against any and all liability arising from such installation and/or operation, with the

limits of liability of not less than \$100,000.00 property damages; \$500,000.00 for any person, personal injury, or death; and \$1,000,000.00 for any one accident resulting in personal injury or death. Such policies of insurance or certificate thereof by a company licensed to do business in the State of Wisconsin shall be filed with the Town Clerk prior to commencement of such use.

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

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

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

ORDINANCE NO. 16 A

ADOPTED this 12th day of October, 1992.

Thomas W. Fuls

Town Chairman

Kathleen J. Rasmussen

Town Clerk

S & K TV SYSTEMS:

By: Randy Skatt Partner

By: Thomas M. Krenz

TOWN of CABLE
BAYFIELD COUNTY

CABLE WI 54821

TOWN OF CABLE
COUNTY OF BAYFIELD

AGREEMENT AND ORDINANCE NO. 16B-00

The Town Board of the Town of Cable does ordain and agree as follows:

(1) That the Town Board, on behalf of the Town of Cable in the Township of Cable, Bayfield County, Wisconsin, hereinafter called the Town Board, does hereby grant to:

Chequamegon Telecommunications Company, Inc. P. O. Box 67, Cable, WI 54821
Telephone No.: 715-798-3303

Hereinafter called the Company, the non-exclusive right, privilege and franchise to construct, operate, and maintain lines of television cable, including poles, wires and fixtures where necessary, upon, along, over, and under the public streets and alleys of the Town of Cable, subject to the terms and conditions herein. "The Company" may assign this franchise to a financial institution that loans money for the construction of the cable system. This franchise shall not be assignable nor shall a majority interest of the shares in the corporation be assigned or sold without written consent of the Town Board.

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

(3) The Company will build its underground portion of the television distribution plant only after it has received permission from the Town Board. All streets and sidewalks disturbed or damaged in the construction or maintenance of said cable

lines shall be promptly repaired by the Company at its expense, to the satisfaction of the Town Board.

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

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

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

(7) The Company shall have the discretion to either provide or not provide cable service within the township limits to areas with less than eighteen (18) homes per mile of cable plant. (Note: Homes are defined as a building with year-round occupancy, not a summer home.)

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

(9) The minimum number of proposed programming services to be carried is as follows:

CHANNEL LINEUP (TENTATIVE)

2	WEUX	FOX 48 Eau Claire
3	KDLH	CBS Duluth
6	KBJR	NBC Duluth
7	WFTC	FOX Minneapolis
8	WDSE	PBS Duluth
10	WDIO	ABC Duluth
13	WEAU	NBC Eau Claire
18	KTCA	PBS St. Paul
19	WHWC	PBS Madison

21 KQDS FOX Duluth
Plus various Channels from 30 - 350.

NOTE: The Company has the right to change these services as they see necessary, but must maintain at least the number of services as set forth above.

(10) **Monthly Service Charges**

Basic Programming..... \$29.95

Expanded View \$38.90

Plus various Premium Packages which include Cinemax, HBO, Showtime Channels.

Installation Charges

A \$50.00 deposit is required on Gateway equipment. Customer will receive \$50.00 worth of prepaid CTC calling cards when installing digital cable TV.

NOTE: Wisconsin and Bayfield County sales taxes will be added to the above rates. All accounts thirty (30) days in arrears will be subject to disconnection after disconnect notice is sent.

(11) UNAUTHORIZED CONNECTIONS OR MODIFICATIONS

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

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

(12) LIABILITY OF COMPANY The Company shall indemnify and save the Town of Cable and its agents and employees harmless from all and any claims for personal injuries or property damages and any other claims, costs including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of said system. For this purpose, the Company shall carry, and at all times, maintain on file with the Town Clerk, and at

all times keep in force, a public liability policy of insurance, insuring such Company and the Town of Cable against any and all liability arising from such installation and/or operation, with the limits of liability of not less than \$100,000.00 property damages; \$500,000.00 for any person, personal injury, or death; and \$1,000,000.00 for any one accident resulting in personal injury or death. Such policies of insurance or certificate thereof by a company licensed to do business in the State of Wisconsin shall be filed with the Town Clerk prior to commencement of such use.

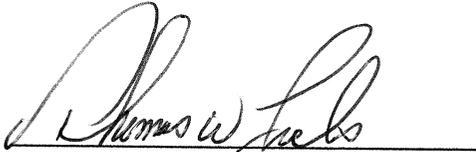
(13) SUBSCRIBER SERVICE The Company will maintain a toll free number, so that subscriber services can be handled conveniently.

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

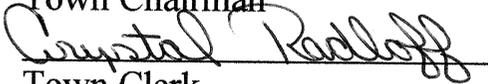
(15) This Ordinance will become effective upon the adoption and publication as provided by law.

AGREEMENT AND ORDINANCE NO. 16B-00

ADOPTED this 13th day of September, 2000.



Town Chairman



Town Clerk

CHEQUAMEGON TELECOMMUNICATIONS
COMPANY INC.

David J. Carter
Chief Executive Officer