

2007 DRAFTING REQUEST**Assembly Amendment (AA-ASA1-AB207)**Received: **04/24/2007**Received By: **pgrant**Wanted: **As time permits**

Identical to LRB:

For: **Kim Hixson (608) 266-9650**By/Representing: **Patrick**This file may be shown to any legislator: **NO**Drafter: **pgrant**

May Contact:

Addl. Drafters:

Subject: **Public Util. - telco**

Extra Copies:

Submit via email: **YES**Requester's email: **Rep.Hixson@legis.wisconsin.gov**Carbon copy (CC:) to: **john.stolzenberg@legis.wisconsin.gov**

Pre Topic:

No specific pre topic given

Topic:

Existing agreements with UW campuses

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?	pgrant 04/24/2007	kfollett 04/24/2007		_____			
/1			nmatzke 04/24/2007	_____	lparisi 04/24/2007	lparisi 04/24/2007	

FE Sent For:

<END>

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/?	pgrant	1/15 f 4/24	mm 4/24	mm/15 4/24			

FE Sent For:

<END>

Kunkel, Mark

From: Stolzenberg, John
Sent: Monday, April 23, 2007 4:35 PM
To: Kunkel, Mark
Subject: FW: UWW - Charter Communications Agreement

Attachments: uwwcharteragreement.tif

Mark,

Here's a copy of the agreement between Charter Communications and UW-Whitewater that we discussed in regards to the amendment requested by Rep. Hixson.

John

John Stolzenberg,
Legislative Council
266-2988

From: Singer, Patrick
Sent: Friday, April 20, 2007 3:40 PM
To: Stolzenberg, John
Subject: FW: UWW - Charter Communications Agreement



uwwcharteragreement.tif (293 K...

Patrick Singer
Legislative Assistant
Office of Rep. Kim Hixson
43rd Assembly District
4 West State Capitol
(608) 266-9650

From: Singer, Patrick
Sent: Friday, April 20, 2007 3:35 PM
To: Stolzenberg, John
Subject: UWW - Charter Communications Agreement

Hi John -

I have attached the UWW - Charter Communications Agreement. Could you look it over for the impact that AB 207 and SB 107?

Thanks,

Patrick Singer
Legislative Assistant
Office of Rep. Kim Hixson
43rd Assembly District

- Aide is Patrick
- If ICO enters into agreement that is in effect on eff. date of bill, that allows UW-campus to provide UW-related video programming that will be broadcast on a channel, then every other video service provider must do the same under same terms & conditions, including compensation
- create mechanism for VSP to know about duty (require ICO or

*UW to notify OFI
& OFI to include condition in franchise*

4 West State Capitol
(608) 266-9650

**UW – Whitewater/Charter Communications
Partnership Agreement**

This Agreement, as dated at the foot of this Agreement, is between Charter Communications (CHARTER), having its Janesville, Wisconsin office located at 1348 Plainfield Avenue, Janesville, Wisconsin, 53545, and its corporate office located at 12444 Powerscourt Drive, Suite 100, St. Louis, Missouri, 63131, and the University of Wisconsin Board of Regents, University of Wisconsin – Whitewater (UNIVERSITY), having its principal office located at 800 West Main Street, Whitewater, Wisconsin, 53190.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. CHARTER and UNIVERSITY will enter into a partnership for the purpose of developing mutually beneficial projects such as, Internships (computer science, human resources, marketing, advertising and management, upgrade of the University cable system/ownership, cost, current and future services), and University multimedia projects (two advanced computer labs).
2. CHARTER will allow UW-Whitewater to cablecast University events on Charter Channel 20 in accordance with mutually agreed upon scheduling in advance of airing any event.
3. UNIVERSITY will pay \$150.00 per hour for cablecasting all events, live or taped, \$75.00 for 30 minutes, \$375.00 for 2½ hours, etc.
4. Determination of the type of event is solely at the discretion of the UNIVERSITY.
5. UNIVERSITY will have the right to sell and retain all monies with the delivery of those ads. The UNIVERSITY will be responsible for inserting those ads at its location on campus.
6. Once the number of ads are determined for a particular event, CHARTER will be granted a mutually agreed upon number of ads dedicated to promoting either Charter or the relationship between the University and Charter.
7. CHARTER will promote over its advertising system all events in advance of the cablecasting. The ads will promote date, time, channel and type of event being cablecast. The ads will also mention both the University and Charter as co-partners or partners of the event. Prior to airing the ads, CHARTER will provide a copy to the University for review and approval.

- 8. CHARTER will provide the labor and outside cable plant materials to link the Williams Center, Young Auditorium, Center of the Arts (which includes Barnett Theater and Hicklin Recital Hall) and Perkins Stadium.
- 9. UNIVERSITY will, upon review and approval of the proposed plan, grant Charter approval to install plant cable materials.
- 10. CHARTER will make a \$10,000.00 gift to the University for the purchase of audiovisual equipment that will be used to produce programming for Charter Channel 20.
- 11. The hourly rates or other conditions can be changed by mutual agreement of both parties.
- 12. This Agreement shall continue unless terminated by either party with a 30-day notice.

For CHARTER:

For UNIVERSITY:

 Marty Robinson
 District Manager

Date

 Richard Haven
 Associate Dean
 Arts & Communication

Date

 James W. Freer
 Assistant Chancellor
 Administrative Affairs

Date

TO: Marty Robinson
District Manager Fax # 608-754-8330

FROM: Dick Haven *Dick*
Associate Dean Fax # 262-472-1436
Arts and Communication

(FYI)
Jim Freer
Fax # 5668
20 days

DATE: 12-16-99

RE: UW-Whitewater/Charter Communication partnership

I am pleased to report that we are ready to launch UW-Whitewater/Charter Communication partnership over channel 20 in January of 2000. At this time the University would like to begin by securing broadcast time for the eight basketball games identified in my Dec. 1, 1999 memo. We need to arrange for how this time is to be billed and paid. The other events are still in the planning stage. At this time we anticipate broadcasting the wrestling meet but not the gymnastics meet. We may replace the gymnastics meet with a women's softball game in the spring. The softball game would be taped delayed. We are also making final arrangements regarding the arts events and should have a better handle on those events soon.

The stipulated rate of \$150.00 per hour is acceptable to the University. It is our intention to secure underwriting and advertising for these events. We also understand and agree to your expectation that we will promote Charter and identify Charter and the University as co-promoters of these broadcasts.

These broadcasts, of course, are dependent on the successful installation of the cable on campus as described in your December 10, 1999 memo. It is my understanding that contact has been made between you and Jim Freer. Please let me know if you need my assistance to move this part of the project forward.

I have been in contact with Dr. Conover regarding the acquisition of equipment to help in the broadcast of live sporting events. Hopefully, Charter will be able to provide the \$10,000 gift of equipment which will enable this project to achieve a higher level of quality broadcasts. I look forward to hearing from you concerning this aspect of our partnership.

I have made contact with some of our academic departments regarding internships and they should make contact with Charter soon.

Thanks for your work on this project, I look forward to seeing you again in the near future.

DEC-10-99 FRI 08:46 AM

FAX NO. 6087548107

P. 02

To: Dick Haven
 Associate Dean
 Arts & Communications

From: Marty Robinson
 District Manager

Date: December 10, 1999

Re: Proposal for cablecasting U of W Whitewater sporting & event programming

Charter Communications is pleased to continue pursuing opportunities with the University. As we have previously discussed, the potential for the development of mutually beneficial projects is numerous. Our first joint project deals specifically with the cablecasting of University events on Charter channel 20. Listed below are the proposed rates and structure of such a venture.

The pricing of all events, whether it be sporting or cultural, will be \$150.00 per hour. This rate is standard regardless of whether it is live or taped. As such, if the event is only 30 minutes in duration, the cost will be \$75.00. If the event is 2 1/4 hours, the cost will be \$375.00. Charter Communications will leave the type of event solely to the discretion of the University. However, the scheduling of all events will need to be mutually agreed to in advance of the airing of any event. Given what you have proposed in your 12/1/99 memo, Charter Communications can accommodate the dates and times you listed.

In terms of advertising, the University will have the right to sell and retain all monies associated with the delivery of those ads. The University is also responsible for the insertion of those ads at its designated location on campus. However, once it is determined how many ads will be inserted per event, Charter Communications requests that a certain amount of those avails be dedicated to promoting either our company or the relationship between the University and Charter Communications. In return, Charter Communications will promote via our advertising system, all events in advance of cablecasting. These ads will promote the date, time, channel and type of event being cablecast. These ads will also mention both the University and Charter Communications as the co-promoters or partners of the event. Prior to the airing of these ads, Charter Communications will provide a copy to the University for review and approval.

Charter Communications will provide the labor and outside plant materials to link the Williams Center, Young Auditorium (which includes the Barnett theatre and Center of the Arts Recital Hall), and the Warhawk stadium. Our contractor and in-house construction crew will work with Jim Froer to ensure the smooth transition of this project.

Charter Communications will also pursue the possibility of providing a \$10,000 endowment to the University for the purchase of audio visual equipment which in turn will be used to produce the programming for Charter channel 20. A decision on this issue will be forthcoming.

Other future partnership considerations are:

- Internships (computer science, human resources, marketing, advertising, & management)
- Upgrade of the University cable system (ownership, cost, current & future services)
- University Multimedia projects (2 advanced computer labs)
- Others?

Upon your review of this document, please call me at (608) 754-3544, ext. 342 to discuss further. Charter Communications looks forward to finalizing this project and to the continued development of our "Business Partnership."

Telfer, Richard J

From: Haven, Richard P
Sent: Thursday, April 19, 2007 1:33 PM
To: Telfer, Richard J
Cc: Marnocha, Randy D; Heyer, John Hajdu
Subject: RE: UWW - Charter Communications Agreement

Dick,

It is my opinion that this proposed change in the cable subscription process (AB207) could have, and probably will have, a negative impact on our agreement with Charter. Infact, it is my opinion that passage of AB207 would eventually end this partnership.

Thanks to Charter, we are able to cablecast over the Charter 20 network and thus reach approximately 100,000 homes throughout Southeastern Wisconsin. I expect that this network would disappear if subscribers could select other providers. Our agreement with Charter gives us access to the Channel 20 network for live and taped programming. We essential have access any time we want it. We have never been turned down for a live broadcast request. Under the agreement, we pay \$150 per hour for access. Charter invested approximately \$100,000 in our campus to enable us to connect to the Charter Channel 20 network. I doubt that such a venture could ever happen under AB207 as providers would have little incentive to assist communities with their local stations (like channel 13 in Whitewater and Channel 19 at the University) and less interest in providing local or regional programming like we do over Charter Channel 20. Hope this helps?

Simply put, I don't see how a regional network like Charter Channel 20 could survive with the passage of AB207.

Dick

From: Telfer, Richard J
Sent: Thu 4/19/2007 1:17 PM
To: Haven, Richard P
Subject: FW: UWW - Charter Communications Agreement

Dick,

Can you get me some background? Thanks.

Dick

From: Singer, Patrick [mailto:Patrick.Singer@legis.wisconsin.gov]
Sent: Thursday, April 19, 2007 1:09 PM
To: Telfer, Richard J; Marnocha, Randy D
Subject: UWW - Charter Communications Agreement

Provost Telfer and Vice Chancellor Marnocha,

Representative Hixson wanted to request the UWW - Charter Communications Agreement that is currently in place. AB 207 (Video Competition Bill) is on the calendar for Tuesday April 24th and Kim wanted to make sure that this bill would not negatively impact the University's agreement with Charter.

Kim would appreciate if you could get our office a little more background on what the potential impact would be of this legislation so he can work for a remedy if necessary.

4/20/2007

**CABLE TELEVISION
BULK SERVICE AGREEMENT
FOR
THE UNIVERSITY OF WISCONSIN - WHITEWATER**

This Cable Television Bulk Service Agreement (the "Agreement") dated as of September 1, 2004 (the "Effective Date") between CHARTER COMMUNICATIONS ("OPERATOR"), having its Janesville, Wisconsin office located at 5618 Odana Road, Madison, WI 53719, and its corporate office located at 12444 Powerscourt Drive, Suite 100, St. Louis, MO 63131, and The University of Wisconsin - Whitewater ("OWNER"), having its principal office located at the Anderson Library, Room 1208, 800 West Main Street, Whitewater, WI 53190.

In consideration of the mutual covenants set forth herein, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. OWNER warrants that it is the owner, or the authorized representative of the owner, of the facility known as The University of Wisconsin - Whitewater located at the Anderson Library, Room 1208, 800 West Main Street, Whitewater, WI 53190.

2. CABLE SERVICE. During the term of this Agreement, OPERATOR shall provide Cable TV Service to the individual rooms located within the property. Such cable service shall be OPERATOR's Service, as initially designated in Exhibit A hereto. OPERATOR shall have the right, in its sole discretion, to add, delete or change from time to time the number, identity, and/or placement of the signals included as part of any Service.

3. RATES. OWNER agrees to pay OPERATOR the amount specified on Exhibit A, attached hereto, for delivery and maintenance of Cable Service. The rates specified in Exhibit A may be adjusted from time to time but may not exceed the same percentage change applied to residential customers (6.5%) of the OPERATOR in areas surrounding the subject property, unless mutually agreed in writing, and appended hereto, by both parties.

4. TERM. The term of this Agreement shall commence on the Effective Date, shall continue until the initial expiration date specified in Exhibit A hereto (the "Initial Expiration Date"), and shall thereafter continue for successive terms unless and until either party hereto shall notify the other party of its decision to terminate this Agreement at least thirty (30) days prior to such termination date. Under no circumstances shall the successive terms of this Agreement exceed a cumulative 3 years.

5. ACCESS AND RIGHT OF ENTRY. OWNER shall provide OPERATOR or its designee with reasonable access to the Property for the installation, maintenance, repair, and



removal, as the case may be, of OPERATOR's equipment and wiring used to provide Cable Service hereunder (the "System"), the distribution and retrieval of the System, and the promotion and provision of the Cable Service. OWNER also agrees to provide, without charge to OPERATOR, adequate space and appropriate location(s) for the System. OWNER hereby grants to OPERATOR an easement and right-of-way, which shall be effective until ninety (90) days following the termination of this Agreement to install, construct, market, operate, maintain, repair, replace, and remove such equipment, material, and wiring upon the Property as shall be necessary for OPERATOR's operation and maintenance of the System. OPERATOR may record this Agreement at OPERATOR's expense.

6. CONFIDENTIALITY. Except as may otherwise be required by law, OWNER and OPERATOR shall maintain in confidence the provisions of this Agreement, and neither party shall disclose the terms hereof to any other person or entity, without the prior written consent of the other party unless such disclosure becomes necessary to enforce the rights set forth in this Agreement in a legal proceeding intended for that purpose.

7. FURTHER AGREEMENTS.

7.1 INDEMNIFICATION. OPERATOR hereby agrees to indemnify and hold harmless OWNER from and against any and all claims, actions, damages, losses and expenses (including, without limitation, reasonable legal fees and expenses), asserted by third parties resulting from or relating to the provision of cable television service by OPERATOR hereunder.

8. OWNERSHIP OF SYSTEM. OPERATOR shall be and remain the sole owner of the cable and equipment installed and used by OPERATOR for providing cable service. OWNER shall not, without the prior written consent of OPERATOR, cause or knowingly permit any person, corporation or entity other than OPERATOR to use, remove, or add any attachment to the cable or equipment of OPERATOR.

9. COMPETITION. Neither OWNER nor any subsidiary or affiliate of OWNER shall afford, install or operate any pay television signal reception or transmission device or system (including, without limitation, any SMATV, MATV, MMDS, MDS or DBS device or system) to, on or within the property during the term hereof.

10. REMEDIES FOR BREACH. In the event that either party shall breach any provision of this Agreement and such breach shall continue for a period of thirty (30) days after the other party hereto gives such breaching party written notice thereof, then the other party hereto shall have the right to terminate this Agreement upon an additional thirty (30) days prior



written notice to such breaching party; provided that such right of termination shall not apply if the cause of such breach is not within the reasonable control of such breaching party. The foregoing remedy of termination shall be in addition to any and all rights that either party may have at law or in equity. All notices hereunder shall be in writing and sent by registered or certified mail, return receipt requested, to the respective party at the address set forth in the first paragraph of this Agreement. All notices sent as provided herein shall be deemed to have been received five (5) business days after the date properly mailed.

11. MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and can be modified only in writing signed by both parties and cancels or supersedes all previous contracts either oral or written between the parties. This Agreement shall be deemed binding upon the parties hereto and their respective successors and assigns, and may be assigned by either party effective upon written notice thereof to the other party of this Agreement; provided that the assignee shall agree in writing to be bound by all of the terms and conditions hereof.

IN WITNESS WHEREOF, OWNER has caused this Cable Television Bulk Service Agreement for each room/unit to be executed by its duly authorized representative, and OPERATOR has caused this Agreement to be executed by its duly authorized officer.

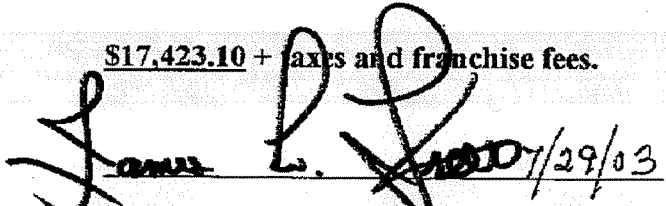
OWNER: The University of Wisconsin - Whitewater
By: James W. Free
Title: Vice Chancellor
Printed Name James W Free
Date: 7/29/03

OPERATOR: CHARTER COMMUNICATIONS

By: _____
Title: Commercial Sales Manager
Date: _____

EXHIBIT A
STANDARD RATE SCHEDULE AND RELATED PROVISIONS
FOR
CABLE TELEVISION BULK SERVICE AGREEMENT

- | | | |
|----|------------------------------------|--|
| 1. | The Property | The University of Wisconsin - Whitewater |
| 2. | Rooms: | 2,101 Residence Life Units
50 Academic Service Units |
| 3. | Total Outlets within the property: | 2,151 |
| 4. | Initial Expiration Date | September 1, 2007 |
| 5. | Initial Service Feed | Cable service currently consisting of at least 75 Basic/Showcase Channels. |
| 6. | Rates for Service | Basic/Cable Showcase per unit: <u>\$8.10</u>
+ State & Local Taxes & City Franchise Fee. |
| | Year 1: | <u>\$8.63</u> |
| | Year 2: | <u>\$8.63</u> |
| | Year 3: | <u>\$9.19</u> |
| 7. | Initial Monthly Rate | <u>\$17,423.10</u> + taxes and franchise fees. |



 OWNER'S Signature & Date

 OPERATOR'S Signature & Date

2005

Date (time) needed

11 am.

LRBa 0406 / 1

MDK : kgf

AMENDMENT

See form AMENDMENTS — COMPONENTS & ITEMS.

S A AMENDMENT

TO S A AMENDMENT _____ (LRBa /),

TO S A SUBSTITUTE AMENDMENT 1 (LRBs /),

TO 2005 SB SJR SR AB AJR AR 207 (LRB- /)

At the locations indicated, amend the substitute amendment as follows:
(fill ONLY if "engrossed ..." or "as shown by")

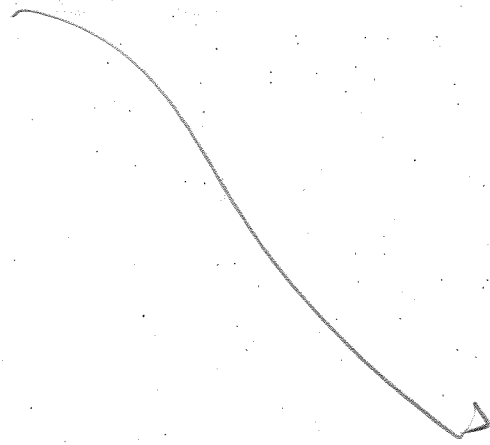
#. Page , line :

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#. Page 19, line 13: after that line insert:

text: treat "(5m) ^(B) CONTRACTS ^(CS) WITH UNIVERSITY OF WISCONSIN CAMPUSES.

no If an incumbent cable operator has entered into an agreement ~~with~~ ^{before the effective date of this subsection} with an institution or college campus within the

University of Wisconsin System that is in effect on ^{the effective date of this act} ~~the effective date of this act~~ and that requires the incumbent cable operator to ^{broadcast} broadcast on ^{events} University of Wisconsin events on

of one of its channels, any video service provider that provides video service in the area in which the events are broadcast by the incumbent cable operator shall, upon ^{the} request of the institution or college campus, enter into an agreement with the institution or college campus that requires the video service provider to provide the same service on the same

terms and conditions ^{as} the agreement
between the institution or college campus
and the incumbent cable operator. "

(End)