

CHAPTER 28
CABLE TELEVISION ORDINANCE

28.01 GRANTING A NON-EXCLUSIVE FRANCHISE TO TCI OF ILLINOIS, INC., ITS SUCCESSORS AND ASSIGNS, TO OWN, OPERATE AND MAINTAIN A COMMUNITY TELEVISION SYSTEM IN THE VILLAGE OF JOHNSBURG: SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OR FRANCHISE: AND PROVIDING FOR REGULATIONS AND USE OF THE SAID SYSTEM BY SAID VILLAGE.

- A. Short Title. This ordinance shall be known and may be cited as the "Cablevision Television Ordinance".
- B. 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 context, 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.
1. "Village" is the Village of Johnsburg in the State of Illinois.
 2. "Company" is the grantee of rights under this Chapter awarding a franchise and is known as TCI Of Illinois, Inc.
 3. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
 4. "System" shall mean the entire installation located in the Village of Johnsburg.
- C. Grant of Authority. The Village, after due consideration in a public proceeding in which interested person were given the opportunity to participate, being satisfied as to the Company's legal, technical, character, financial and other qualifications and the adequacy and feasibility of the Company's construction arrangements, hereby grants to the Company a non-exclusive franchise, right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the Village, poles, wires, cables and underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the Village of cable television system for the purpose of distributing television and radio signals, and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said streets, alleys, public ways and public places and all manner or easements for the purpose herein set forth. To the extent possible, Company shall make attachments to poles already in existence within the Village. To the extent the existing poles are insufficient for its purposes, or if Company is unable to negotiate arrangements

satisfactory to it for use of existing poles, Company shall have the right to erect and maintain its own poles, except in areas of underground utilities, as necessary for the construction and maintenance of its distribution system with the approval of locating such poles by the Village. Company shall extend to Village free of expense, joint use of any and all poles owned by it for any proper municipal purpose insofar as may be accomplished without interference with the use and enjoyment of Company's own cables and fixtures, Village shall hold Company harmless from any and all actions, causes of actions or damages caused by the placement of Village's wires or appurtenances upon the poles of the Company. The Company shall not erect or cause to be erected any poles in any area where underground electric or telephone service is furnished; in such service area the Company's distribution system shall also be installed underground.

D. Standards And Requirements. Construction and maintenance of the transmission distribution system, including house connection, shall be in accordance with the provisions of the National Electrical Safety Code of the National Bureau of Standards, the National Electrical Code of the National Board of Underwriters, and such applicable ordinances and regulations of the Village affecting electrical installations which may be, from time to time, in effect. The system shall be adequately grounded according to best cable industry practices. In case of any disturbance of pavement, sidewalk, driveway or other surface, the Company shall at its own expense and in a manner approved by Village, remove, replace and restore all pavement, sidewalk, driveway or surface so disturbed in as good condition as before said work was commenced. In the event the Village shall elect to alter or change any street, alley, easement or public way requiring the relocation of the facilities of the Company, the Company, upon reasonable notice by Village, shall remove and relocate the same at its own expense. Company shall, when necessary, on the request of any person holding an appropriate permit issued by Village or other governmental authority temporarily raise or lower its lines to permit the moving of any building or other structure. The actual expense of such temporary removal shall be paid by the person requesting the same and Company shall have the right to require such payment in advance of such temporary removal. Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, installations or adjustments, Company shall do so at such time as will cause the least amount of inconvenience to its customers.

E. Liability And Indemnification. The Company shall pay and by its acceptance of the franchise the Company expressly agrees that it will pay all damages and penalties which the Village and its inhabitants may legally be required to pay as a result of the Company's negligence in the installation, operation or maintenance of the Cable Television System authorized herein. The Village shall notify the Company's representative in the Village within fifteen (15) days after the presentation of any claim or demand to the Village, either by suit or otherwise made against the Village on account of any negligence or contract as aforesaid on the part of the Company. The Company shall carry and pay the cost of the following liability insurance in support of the undertaking to hold the Village harmless from loss sustained by either on account of the negligence of the Company, in at least the amounts indicated below, for injury to or death of persons and injury to or destruction of property:

1. \$200,000 for property damage to any one person.
2. \$500,000 for property damage in any one accident.
3. \$500,000 for personal injury to any one person.
4. \$1,000,000 for personal injury in any one accident.

The Company shall comply with all the provisions of the Workmen's Compensation Law of Illinois.

F. Local Office. The Company shall maintain a local business office or agent in proximity of the Village for receiving, via non-toll telephone call, inquiries or complaints regarding quality or service, equipment malfunctions, billing disputes and similar matters. Inquiries or complaints shall be received during normal business hours - 9:00 a.m. to 5:00 p.m., Monday through Friday. All complaints and inquiries will be investigated, responded to or acted upon as promptly as is practical, and unless circumstances otherwise require, within three (3) business days of their receipt.

G. Subscriber Contracts. No contract as to the length service for a regular monthly subscriber shall be required by the Company under ordinary circumstances. Company agrees that under ordinary circumstances, it shall be the right of the subscriber to start or terminate his service on the cable according to his own wishes by making advance payments to commence service, and by reasonable notice to the Company to terminate the service. It is hereby acknowledged, however, that equipment installed by the Company on behalf of the subscriber shall remain the property of the Company, and shall be subject to reasonable inspection and service by the Company at reasonable hours and removal upon termination of the service.

In the event that any subscriber shall fail to meet his obligations according to the rate schedule and to meet reasonable Company rules and regulations, Company shall have the right to withhold or deny services to such subscribers. Otherwise, the service rendered by the Company shall be available to all inhabitants of the Village along reasonable extended pole routes of Company.

H. Condition of Road Occupancy.

1. The Company may enter into one or more contracts with the light, gas and water utilities in the Village, the telephone company or the owner or lessee of any poles or posts located within the Village to whatever extent such contract or contracts may be expedient and of advantage of the Company in furnishing the service covered by this franchise to its customers.
2. The Company system poles, wires and appurtenances shall be located, erected and maintained so that none of it shall endanger or interfere with the lives of persons, or in-

terfere with any improvements the Village may deem proper to make or hinder unnecessarily or obstruct the free uses of the streets, alleys, bridges, easements or public property.

- I. Transfer And Right of Acquisition. No sale or transfer shall be effective until the vendee, assignee or lessee has filed with the appropriate official of the Village an instrument duly executed, reciting the fact of sale, assignment or lease, accepting the terms of this franchise and agreeing to perform all conditions thereof. The system shall not be sold or transferred by the Company to any outside interest except upon written notice to the Village not less than thirty (30) days before such transfer of sale.

- J. Payments To Village. The Company shall, during each year of operation under this Franchise, pay to the Village, three percent (3%) of the annual gross subscriber revenues received by the Company for cable television services rendered to customers within the Village to the extent allowed by FCC regulations. For purposes of this Chapter, gross subscriber revenues shall mean only those revenues derived from regular subscriber services, namely, carriage of broadcast signals and required non-broadcast services. At the time of this annual payment, the Company shall furnish the Village with an annual report showing the Company's annual gross subscriber revenues during the preceding year and such other information as the Village shall reasonably request with respect to properties and expenses related to the Company's services with the Village for such period; and one percent (1%) of the annual gross revenues received by the Company for all other services rendered to customers in the Village.

- K. Free Connection And Service. Upon request the Company shall furnish free of charge, outside connections and services to all fire protection districts and rescue squad buildings and all public and parochial schools located within the Village and to Village buildings, including public libraries, when other connections are being made within the particular area of any such schools or public buildings; provided however, any and all inside wiring or work shall be done at the expense of the schools; or Village as the case may be, and provided that a service cable has previously been installed in reasonable proximity to such schools or public buildings. In addition, the Company agrees to provide such access channels as are required by the FCC rules and regulations.

- L. Franchise Term. The franchise granted the Company herein shall terminate twenty (20) years from date of grant, and may be renewed for a successive twenty (20) year term on the same terms or conditions as contained herein.

- M. Commencement Of Construction. Upon grant of this franchise to construct and maintain a community television system in the Village of Johnsburg, the Company may enter into contracts with light, gas and water utilities, the Village of Johnsburg, the telephone company or others for the uses of poles and posts necessary for proper installation of the system, obtain right-of-way permits from appropriate State, County and Federal officials necessary to cross highways or roads under their respective jurisdictions to supply main trunk lines from the Company's receiving antennas suitable to the needs of the system and its

subscribers and obtain whatever other permits a City, Village, County, State or Federal Agency may require. In the construction, installation and maintenance of its system, the Company will use steel, cable and electronic devices, all of specialized and advanced design and type; in the operation of its system the Company will employ personnel with training, skill and experience in electronics and communications. Neither material nor personnel of this sort will be available to the Company for its system in the event of war or other similar national emergency.

- N. Construction Schedule. Within one (1) year from the date the Federal Communications Commission certifies that the Company's plans for cable television operations in and for the Village comply with its Rules and Regulations governing cable television, pole agreements, and all other agreements necessary to commence construction have been executed, the Company shall accomplish significant construction; the Company shall thereafter extend energized trunk cable television to at least twenty percent (20%) of the Village per year, so that construction of the entire cable television system in the Village is completed within five (5) years of the date of FCC certification unless additional time is granted by the Village Board upon request of the Company for good cause shown.
- O. Modification Of FCC Rules. Consistent with the requirements of Rule 76.31 (a) (6) of the Federal Communications Commission, any modification of Rule 76.31 resulting from amendment hereto by the Federal Communications Commission shall to the extent applicable be considered as a part of this franchise as of the effective date of the amendment made by the FCC and shall be incorporated or deleted, as the rules are modified in such franchise by specific amendments thereto by the lawful action of the Village Board within one (1) year from the effective date of the Federal Communications Commission's amendment or at the time of renewal of this franchise, whichever occurs first.
- P. Publication Costs. The Company shall assume the cost of publication of this franchise if such publication is required by law. A bill for publication costs shall be presented to the Company by the appropriate Village Officials upon the Company's filing of its acceptance of this franchise and the said publication costs shall be paid at that time by the Company.
- Q. Activities Prohibited. The Company shall not allow its cable or other operations to interfere with television reception or persons not served by the Company, nor shall the system interfere with, obstruct, or hinder in any manner, the operation of the various utilities servicing the residents of the Village.
- R. Limited Purpose. This franchise is granted by the President and Board of Trustees of the Village of Johnsbury to the Company purely for the purpose of using easements, streets and highways of the Village to erect and construct the Company's system and is not intended to convey any copyright or patent privileges whatsoever.
- S. Forfeiture. If Company shall violate any of the terms, conditions or provisions of this Ordinance, or if Company shall fail to comply with any reasonable provision of any ordinance of the Village and should Company continue to violate the same for a period of thir-

ty (30) days after Company shall have been notified in writing by Village to desist from such violation the Company may, at the Village's option, be deemed to have forfeited and annulled all the rights and privileges of this ordinance.

T. Period of Acceptance. Company shall be deemed to have forfeited and abandoned all right and privileges conferred by this Ordinance, and this Ordinance shall be null and void and of no force and effect, unless Company shall, within thirty (30) days after adoption hereof, file with the Village Clerk its written acceptance of the rights and privileges hereby conferred and with the terms, conditions and restrictions hereby imposed.

U. Be it further ordained that this Ordinance take effect from the date it shall have been passed by the Village Board, certified and delivered to the Office of the Village Clerk and become effective as otherwise provided by law.