

VILLAGE OF RINGWOOD ORDINANCE NO. 96-2-4

CABLE TELEVISION FRANCHISE ORDINANCE

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF RINGWOOD THIS 19TH DAY OF FEBRUARY 1996

Published in pamphlet  
form by authority of  
the President and Board  
of Trustees of the  
Village of Ringwood,  
McHenry County, Illinois  
this 19th day of Feb. 1996.

# CABLE TELEVISION FRANCHISE ORDINANCE

FOR THE VILLAGE OF

RINGWOOD, ILLINOIS

An Ordinance granting MidAmerican Cable Systems, L.P. a Delaware Limited Partnership the non-exclusive right to erect, maintain and operate, under, over, along, across the streets lanes, avenues, sidewalks, alleys, bridges, highways, easements dedicated for compatible uses and other public places in the Village hereof and the subsequent additions thereto, towers, poles, lines, cables, wires and other apparatus for the purpose of transmission and distribution by cable television signals to enable sale of its services to the inhabitants of Ringwood, Illinois and other various purposes for a period of fifteen (15) years from the effective date of this agreement.

Be it ordained by the governing body of Ringwood, Illinois

## SECTION 1 - TITLE

This agreement shall be known and may be cited as the "Community Antenna Television Agreement".

## SECTION II - DEFINITIONS

For the purpose of this Agreement, 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 shall include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Cable Service" means the transmission of telecommunications signals including the retransmission of broadcast and satellite received signals, and the origination of the programming by the Grantee.
2. "Grantor" is the Village of Ringwood, Illinois.
3. "Council" is the Village Board of Ringwood, Illinois.
4. "Grantee" is MidAmerican Cable Systems, L.P. A Delaware Limited Partnership.
5. "Cable Television System" or "Cable System" or "System", for purposes of this Agreement, is a system utilizing certain electronic and other components which deliver to subscribing members of the public various communications services.

6. "Cable Television Reception Service" means the delivery by the Grantee to television receivers (or any other suitable type of electronic signals) and other communications services carried over said system.
7. "FCC" shall mean the Federal Communications Commission.
8. "Person" is any person, firm, partnership, associations, corporation or organization of any kind and any other legally recognized entity.
9. "Subscriber" is any person contracting to receive cable television reception services furnished under this Agreement by Grantee.
10. "Ordinance" and "Agreement" as used herein shall be deemed as to be synonymous.

### SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

1. There is hereby granted by the Grantor to the Grantee, and to its successors, assigns or designees, the non-exclusive right to erect, maintain and operate in under, over, along, across and upon the present and future streets, lanes, avenues, sidewalks, alleys, bridges, highways, easements dedicated for compatible uses and other public places, and subsequent additions thereto, towers, poles, lines, cables, wires, manholes and all other fixtures and equipment necessary for the maintenance and operations of a cable television system, for the purpose of transmission and distribution of audio, visual, electronic and electric impulses in order to furnish television and radio programs and various other communications services by what is commonly called a Community Antenna Television System, for a period of fifteen (15) years, commencing from and after the effective date of this Agreement.

2. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive.

### SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

The Grantee shall, at all times during the life of this regulatory ordinance be subject to all lawful exercise of the police power by the Grantor and to such reasonable regulation as the Grantor shall hereafter by resolution or ordinance provide. The construction, operation, and maintenance of the system by the Grantee shall be in full compliance with such portions of the National Electrical Safety Code as may be applicable and in full compliance with all applicable rules and regulations of the Federal Communications Commission, the Grantor or any other agency of the state or the United States which may hereafter acquire jurisdiction of the operations of the cable television system authorized by this ordinance.

## SECTION V - COMPLIANCE-NATIONAL ELECTRICAL SAFETY CODE

All facilities and equipment of the Grantee shall be constructed and maintained in accordance with the requirements of the National Electrical Safety Code and regulations of the Grantor affecting electrical installation, which may be presently in effect, or changed by future ordinances.

## SECTION VI - COMPLIANCE-FCC RULES AND REGULATIONS

The Grantee shall, at all times, comply with the rules and regulations of the FCC governing CATV operations.

## SECTION VII - MODIFICATION OF FCC RULES

Consistent with the requirements of Rule 76.31 (a) (6) of the FCC, any modification of Rule 76.31 resulting in amendment thereto by the FCC, shall automatically be incorporated in this ordinance by specific amendments thereto and by lawful action of the Grantor, within one year from the effective date of the FCC's amendments thereto and by lawful action of the Grantor, within one year from the effective date of the FCC's amendment.

## SECTION VIII - TERRITORIAL AREA INVOLVED

This Agreement relates to the present territorial limits of the grantor and to any area that may be added thereto during the term of this Agreement. The Grantee shall make its services available to every occupied residence within Grantors territorial limits as they exist on the effective date hereon no later than 12 months following Grantee's acceptance of the terms and conditions herein as provided by Section XXIV of this Agreement. Grantee shall not be obligated to extend its system to territorial area subsequently annexed by Grantor unless and until; (A) Grantor has notified Grantee in writing of the subject annexation including a description thereof; (B) Grantee has completed a feasibility study of the system extension as contemplated by the subject annexation; and (C) the conclusion of such study confirms the viability of the proposed system extension. Not-with-standing any other provision of this paragraph, nothing herein shall prevent Grantor from requesting a subsequent review by Grantee of proposed system extensions as residential development occurs within territorial areas annexed by Grantor. Grantee may, but shall not be required to service areas or individual homes adjoining but outside the Grantor's limits, that may be served from its existing facility.

## SECTION IX - LIABILITY AND INDEMNIFICATION

Grantee shall, at all times, keep in effect the following types of insurance coverage:

(1) Grantee shall carry Workmen's Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars, (\$500,000.00), which shall cover all operations to be performed by Grantee as a result of this ordinance.

(2) The amounts of insurance to be carried for liability due to property damage shall be Five Hundred Thousand Dollars, (\$500,000.00) as to any one occurrence and against liability due to injury or death of persons, Five Hundred Thousand Dollars (\$500,000.00) as to any one person and One Million Dollars (\$1,000,000.00) as to any one occurrence.

(3) Grantee's Workmen's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance shall be written by an insurance company authorized to do business in the state. Grantee agrees to furnish Grantor with certificates of insurance of said properties.

Grantee shall indemnify, protect, and save harmless the Grantor from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Workers Compensation law which may arise out of the erection, maintenance, presence, use or removal of its attachments or poles, or by any act of Grantee, its agent or employees. Grantee shall carry insurance in the above described amounts to protect Grantor from any claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. Grantee shall also carry such insurance as it deems necessary to protect it from all claims under the Workers Compensation law as in effect that may be applicable to Grantee.

All insurance required shall be and remain in full force and effect of the entire life of the rights granted hereunder. Insurance certificates evidencing such insurance shall be deposited with and kept on file by the Grantor.

These damages or penalties shall include, but shall not be limited to, damages arising out of copyright, infringements, and all other damages arising out of the installation, operation or maintenance of Cable Television System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement.

Insurance certificates evidencing the insurance required under this section IX of the Agreement shall be deposited by Grantee with Grantor and each time a certificate is renewed the renewal certificate shall be deposited with grantor within 15 days of renewal.

#### SECTION X - GENERAL SYSTEM SPECIFICATIONS

1. The facilities used by the Grantee shall have a minimum capacity of 42 channels.
2. The Grantee shall provide, upon construction of the cable system, an "as built" construction drawing.
3. Grantee shall not erect or cause to be erected any poles in any area where underground electric or telephone service or any other utility service is furnished. Grantee further agrees not to erect or cause to be erected any poles in any area presently not being serviced by electric, telephone or other utility services.

## SECTION XI - TECHNICAL STANDARD

Grantee shall at all times be governed by technical standard as may be established by the FCC.

## SECTION XII - OPERATIONS AND MAINTENANCE OF SYSTEM

During the term of this agreement, a toll-free telephone number shall be provided by the Grantee to receive complaints regarding quality of service, equipment malfunctions, and similar matters. The office shall be open to receive inquiries or complaints from subscribers during normal business hours, Monday through Friday.

1. The Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible.
2. All non-emergency service requests and complaints shall be responded to within 5 days of receipt.
3. All emergencies and/or system outages will be responded to within 24 hours..
4. The Grantee shall by appropriate means, such as a card or brochure, as subscribers are connected or reconnected to the systems, furnish information concerning the procedures for making inquires and/or complaints, including the name, address, and toll-free telephone number of the company.
5. The equipment installed by the Grantee in the subscribers home may remain the property of the Grantee and shall be subject to reasonable inspection and service by the Grantee at reasonable hours, and removal upon non-payment or termination of the service.

## SECTION XIII - RATES AND CHARGES

The Grantee shall have the right, privilege and authority to charge its subscribers monthly fees for services rendered. A schedule of rate and charges shall be filed by the Grantee with the Grantor at the effective date of this Agreement and at least 30 days prior to the effective date of any amendments thereto. All such rates and charges shall be in compliance with the provisions, of the FCC as currently exists or may hereafter be amended.

## SECTION XIV - EMERGENCY USE OF FACILITY

In case of any emergency or disaster, the Grantee shall upon request of the Grantor, make available its facilities for emergency use during the emergency or disaster. If the Grantor wishes to operate a Civil Emergency Alert System on a plan that is mutually acceptable to the Grantor and Grantee and provides Grantee with the necessary equipment for such a system, Grantee will allow the system to be used on the cable system.

## SECTION XV - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public,

## SECTION XVI - LIMITATIONS ON RIGHTS GRANTED

1. All transmission and distribution structures, lines and equipment erected by the Grantee shall be so located as to cause minimum interference with the proper use of streets, alleys and with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places and said poles and towers shall be relocated by Grantee whenever the Grantor reasonably finds that the same restrict or obstruct the operation or location of any future streets or public places.

2. The Grantee shall have the authority to trim trees upon the over-hanging streets, alleys, sidewalks and public ways and places so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. The work will be done with good forestry practices.

3. The Grantee shall, in the case of disturbance by Grantee of any street, sidewalk, alley, public way or paved area at the Grantee's expense, restore same to its original condition.

## SECTION XVII - GRANTOR RIGHTS

1. Grantor Rules. The right is reserved by the Grantor to adopt, in addition to the provisions contained in this agreement, such additional regulations as it shall find necessary in the exercise of the police power; provided, that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights granted in this agreement, and shall not be in conflict with the applicable laws of the state or the United States, or any FCC regulations.

2. Liability. The Grantor shall not be liable for any damage occurring to the property of the Grantee caused by employees of the Grantor in performance of their duties. The Grantor shall not be liable for the interruption of service by actions of Grantor employees in the performance of their duties, nor shall the Grantor be held liable for the failure of the Grantee to be able to perform normal services due to other factors beyond the control of the Grantor.

3. No Property Right. Nothing in this agreement shall grant to the Grantee any right of property in the Grantor owned property.

4. Construction approved by the Grantor. The Grantor shall have the right to inspect the construction, operation and maintenance of the cable television system by the Grantee.

5. Correction of Defects. In the event the Grantee should violate any of the terms of this regulatory agreement, the Grantor shall immediately give to the Grantee, sixty (60) day's written notice to correct such violation and in the event the Grantee does not make such

correction within (60) days from the receipt of such written notice or show cause as to why subject violation cannot be corrected within the requisite sixty (60) day period, then Grantor at its option, may cure such violation at Grantee's expense or cause Grantee's rights and privileges hereunder to be suspended or revoked.

#### SECTION XVIII - OWNERSHIP AND REMOVAL OF FACILITIES

All cable and electronic equipment for cable television reception service installed by Grantee at a subscribers location may remain in the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of cable service, said equipment above ground and located upon the property of the subscriber may be removed from the premises of said subscriber upon his/her request.

#### SECTION XIX - GRANTOR SERVICE

The Grantee shall provide, upon request and without charge, its basic service, excluding any premium cable service, to any municipal buildings owned and operated by the Grantor and to any public elementary or secondary school if located in the town where cable is already installed to service others. This shall mean only an energized cable to such building. The cost of any internal wiring shall be borne by the institution.

#### SECTION XX - TRANSFER OF AGREEMENT

Transfer and right of acquisition: No sale or transfer of grantee's interest and/or business 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 such sale, assignment or lease, accepting the terms of this Agreement and agree to perform all conditions thereof. This system shall not be sold or transferred by the grantee to any outside interest except upon written notice to the Village not less than 30 days before such transfer or sale.

#### SECTION XXI - DURATION AND RENEWAL OF AGREEMENT

The rights granted to Grantee herein shall, except as provided in this Section, terminate fifteen (15) years from the effective date of this Agreement , but shall be subject to renewal pursuant to the provisions of the Cable Communications Policy Act of 1984, Section 626, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Agreement shall remain in effect even if the original fifteen (15) year term has expired. If this Agreement is not renewed or if it is revoked for cause by Grantor, the transfer of Grantee's system shall be governed by Section 627 of the Cable Commission Policy Act of 1984.

## SECTION XXII - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulations, Grantee's obligations under this Agreement may be modified, at its request, in accordance with Section 625 of the Cable Communications Policy Act of 1984 as it now exists, or as hereafter amended.

## SECTION XXIII - SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction or is superseded or preempted by FCC regulations, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## SECTION XXIV - ACCEPTANCE

This Agreement is subject to acceptance by the Grantee.

## SECTION XXV - FRANCHISE RENEWAL

This Agreement, with the terms and conditions herein, shall be renewable in fifteen (15) year increments subject to the provisions of the FCC or any other regulatory agency of competent jurisdiction so empower at the then applicable renewal period.

The Grantee shall be a party to any and all proceedings in which its rights, privileges or interest would be affected and shall be fully entitled to such due process rights as may be available under applicable laws, ordinances, rules and regulations.

## SECTION XXVI - FEE TO BE PAID BY GRANTEE TO GRANTOR

Grantee agrees to pay the grantor 5% of basic gross revenues from cable subscribers within Grantor's authority. The fee is to be paid annually within 45 days of the close of the fiscal year of grantee. For purposes of this section, basic gross revenues shall mean only those revenues derived from regular subscriber services, namely, carriage of broadcast and required non-broadcast services. At the time of the annual payment, grantee shall furnish the Village with an annual report showing Grantee's annual basic 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 within the Village for such period.

SECTION XXVII - MISCELLANEOUS

During the term of this Agreement, any legal expenses incurred by either party shall remain the obligation of the respective party that incurred them. However, should the Grantee not construct the cable system within six (6) months after obtaining all necessary approvals, the Grantee will reimburse the Grantor for reasonable expenses directly related to such failure to construct.

EFFECTIVE DATE January 20, 1995



ATTEST:

[Signature]  
Village Clerk

VILLAGE OF RINGWOOD

[Signature: Richard E. Mack]  
Mayor

MIDAMERICAN CABLE SYSTEMS, L.P.

[Signature]  
President

SECTION XXVIII. This ordinance shall become in full force and effect from and after its passage approval as provided by law.

PASSED THIS 19TH DAY OF FEBRUARY, 1996

AYES: Bauer, Bruce, Hogan, Swanson, Everett and Schmitt

NAYS: None

ABSTAIN: None

ABSENT: None

APPROVED THIS 19TH DAY OF FEBRUARY, 1996.