

ORDINANCE NO. 175

CABLE TV FRANCHISE ORDINANCE

AN ORDINANCE  
GRANTING A FRANCHISE CONCERNING  
THE ESTABLISHMENT, CONSTRUCTION, OPERATION,  
AND MAINTENANCE OF A CABLE TELEVISION  
SYSTEM IN THE VILLAGE OF GIFFORD, ILLINOIS

BE IT ORDAINED by the corporate authorities of the Village of Gifford, Illinois, that the Cable Television Franchise Ordinance of the Village of Gifford, Illinois, shall be as follows:

SECTION 1: TITLE. This Ordinance shall be known as and may be cited as the Village of Gifford Cable Television Franchise Ordinance.

SECTION 2: DEFINITIONS. The words and phrases defined in this Section shall have the meanings ascribed to them as follows:

- (a) "Basic Cable" means all channels, signals and services provided to Subscribers from the system, except Premium Programming and FM services.
- (b) "Channel" means a frequency in the electromagnetic spectrum capable of clearly and effectively carrying an audio-data or an audio-visual television signal, and as defined by the FCC Rules and Regulations.
- (c) "Company" means Tri-Star Cablevision, Inc. and its present subsidiaries and affiliates.
- (d) "Converter" means an electronic device which converts signals to a frequency not susceptible to interference within a fully functional television receiver of a Subscriber and which permits a Subscriber by an appropriate channel selector to receive all signals referred to under this Ordinance.
- (e) "Corporate Authorities" means President and Board of Trustees of Gifford, Illinois.

- (f) "FCC" means the Federal Communications Commission, established by the Communications Act of 1934, as amended, and shall include any successor agency or other agency with respect to the federal regulation and licensing in connection with the subject matter of this Ordinance.
- (g) "FM Services" means broadcast of audio signals only on a broad band standard FM frequency.
- (h) "Grant" means the right, privilege and franchise provided in Subsection (a) of Section 3 of this Ordinance.
- (i) "Gross Revenues" means the revenues derived from subscribers to the Company from basic cable services generated by the System Facilities.

SECTION 3: GRANT OF FRANCHISE.

(a) The Municipality, to the full extent that it may do so, hereby grants to the Company, in accordance with the terms, conditions and provisions of this Ordinance, the right, privilege and franchise: to establish, construct, operate and maintain the System and System Facilities in, upon, over, and under the public right of way and within easements or other rights to use property which are effective for the purposes of the Grant; to extend the System to and offer the services of the System to all Potential Subscribers within the Municipality; to acquire by lease, license, purchase or other right to use equipment, facilities and improvements, and land constituting all or part of the System; and to repair, replace, enlarge and extend the System and System Facilities.

(b) The term of the Grant shall be fifteen (15) years. The term shall begin June 1, 1982.

(c) The Grant shall not be exclusive. The Municipality may make the same Grant or a different Grant to the Company or to any other person during the term of the Grant.

SECTION 4: JURISDICTION OF GRANT OR FRANCHISE.

(a) The Grant shall apply within the corporate limits of the Municipality, including all territory hereafter annexed to the Municipality.

(b) The Company shall be required to extend the System to and to offer the services of the System to Potential Subscribers within all area of the Municipality where there are at least a total of fifty (50) residential dwelling units and/or occupied commercial or industrial structures per line mile.

(c) Notwithstanding the Grant, the Company shall obtain all necessary federal, state, and local government permits, licenses, and other required authorizations in connection with the establishment, construction, operation, and maintenance of the System and System Facilities.

(d) In the event and to the extent that the Village of Gifford or the County of Champaign, Illinois, authorizes in a manner not inconsistent with the Grant, or that an intergovernmental agreement or contract is made by and between the Municipality and the County in connection with the extension of the System and the offer of the services of the System to Potential Subscribers in areas outside of the Municipality's corporate limits, the Company may so extend the System and offer services to Potential Subscribers within such areas.

(e) Where the density of residential dwelling and occupied commercial or industrial structures, adverse terrain, or other factors render extension of the system and offer of services impractical or technically infeasible or creates an economic hardship, the Corporate Authorities, may, upon petition of the Company, either waive the extension of the System into such areas, or

allow the extension and offer of services on such special terms, conditions and provisions as are reasonable and fair to the Municipality, the Company and Potential Subscribers in such areas.

(f) The Company shall be required to extend service to any area subdivided or constructed after the effective date of this ordinance in accordance with the criteria set forth in this Section 4.

SECTION 5: RATES. The Company may charge Subscribers for the connection of System services and the provision of System services to Subscribers as hereinafter specified:

- (a) There shall be no charge for the connection of basic cable if requested by the customer within three weeks of the availability of actual connection of such service to subscribers.
- (b) After the expiration of the period defined in (a) subscriber installation policies and charges shall be as follows:
  - (1) All subscriber installation charges will be based without regard to density.
  - (2) There will be no variation of installation charges based on distance of buildings from street or upon the drop installation required.
  - (3) There will be an additional charge for the drop being under-ground in an aerial plan section. The customer shall be informed of the amount in advance.
  - (4) In the event that additional poles must be placed on private property, charges would be based on actual cost.
  - (5) There is no separate charge to be made for the installation of converters, decoders, or other similar devices when provided at the time for the installation. Other than during the initial installation (by area) and the special sales periods when discount installation will be offered, the installation rate will be \$20.00 for basic service, \$25.00 for basic and ancillary service.
  - (6) Installation charges will not vary, depending upon the location of service initially provided, and the maximum charge will be \$25.00.

(c) Subscriber monthly charges shall be as follows:

	<u>Charge</u>
Basic Service (12 channels)	\$ 8.50
Expanded Service (19) channels)	Available in 1983
Premium Services	
1. Cinemax	8.50
2. Home Box Office	8.50
Premium Service Discount	
1. Basic = \$0.00 per month	
2. Basic & One Premium Channel = \$0.00 per month	
3. Full Package = \$2.00 per month	

(d) Other rates and charges shall be as follows:

FM stereo services (per month)	No Charge
Each additional outlet	
1. Basic Service only	2.50
2. Expanded Service	Available in 1983
3. With Premium channel(s)	4.00
Outlet Relocation Charge	8.00
Commercial rates (5 or more outlets, otherwise residential rates)	
1. Installation	At Cost plus 20%
2. Monthly (per outlet)	
i. Basic Service	1.50
ii. Expanded Service	To Be Determined
iii. Premium Service	Subject to Negotiation and in conformity with Tri-Star's contractual obligations with vendors.

(e) Unless authorized by the Municipality, the Company shall not offer or provide (and shall not charge for) System services other than those specifically referenced in this Section.

(f) Unless authorized by the Municipality, the Company shall not increase the basic cable charge provided in this Section. Any increase in the basic cable charge, or the establishment of a charge for a service other than a service provided in this Section, shall be only as authorized by the Municipality. Any increase in a charge or the establishment of a charge for a new different service shall only follow a public hearing conducted by the Corporate Authorities. Adequate public notice shall be given by the Municipality of such hearing. At a minimum such notice shall reasonably summarize the purpose of the hearing,

and such notice shall be by publication one time at least fifteen (15) and not more than thirty (30) days before the date of the hearing in a newspaper of general circulation published in the Municipality. All persons appearing at the hearing shall have a reasonable opportunity to be heard and to submit comments. The Company may increase the charge for services other than basic services as above to reflect the increased charge to the Company by suppliers of such other services.

- (g) All charges for services in connection with the Grant shall be uniform, reasonable, compensatory, and non-discriminatory. However, the Company may provide for a promotional rate for a limited period of time which may be less than the regular rate.
- (h) The rate schedule shall remain in effect for not less than one (1) year from the date service is first offered to Subscribers. The Company has the right to petition the Corporate Authorities for an increase in rates after the initial one year period, but not more than once each calendar year.
- (i) Charges shall abate pro rata in the event that service to a Subscriber is interrupted for more than twenty-four (24) hours for any reason whatsoever, except interruption caused by the subscriber.

SECTION 6: RATE PAYMENT.

(a) Unless the Company provides a longer time, Subscribers shall pay connection charges to the Company at the time the installation is made.

(b) Unless the Company provides a longer time, Subscribers shall pay monthly in advance for System services on or before the first day of the month in which the Company is to provide services.

SECTION 7: FRANCHISE FEE.

(a) The Company shall pay to the Municipality for the right, privilege and franchise in connection with the Grant, an amount equal to three percent (3%) of the basic cable service Gross Revenues for the semi-annual year, such payment to be payable to the Municipality on or before the thirtieth (30th) day of the month following the end of each six month period. Each payment shall be accompanied by a statement under oath from an official or representative

of the Company having the requisite knowledge to make such a statement certifying the Gross Revenues from basic cable service upon which the payment is based.

(b) Delinquent payments shall bear interest at the rate of one percent (1%) per month with the minimum delinquency being a one (1) month interest charge.

(c) Within ninety (90) days of the end of each fiscal year of the Company, the Company shall file with the Corporate Authorities an annual report prepared, certified and audited by an independent certified public accountant, to be selected by the Company and approved by the Corporate Authorities, showing the financial status of the Company, total revenues of the Company from the System for the report period.

(d) Upon termination of the Grant at the expiration of the term provided in Section 3(b) or otherwise, the Company shall continue to make the semi-annual statements and certifications and the annual reports as provided in this Section until such time as all payments due the Municipality under this Ordinance have been paid and accounted for to the reasonable satisfaction of the Municipality.

(e) The amount of the franchise fee set forth in this section shall increase to the highest rate that the Company is paying any other Municipality located within fifty (50) miles from the Municipality.

#### SECTION 8: RECORDS.

(a) All financial records of the Company in connection with its activities within the boundaries of the Municipality shall be maintained in a manner which permits distinguishing revenues earned with a Municipality from revenues earned by the Company in other municipalities.

SECTION 9: GENERAL SYSTEM STANDARDS.

(a) The Company shall establish and construct the System in accordance with the highest standards of the art of cable communications and in accordance with the highest standards of code of conduct with respect to businesses of size and type like that of the Company.

(b) The Company through the System shall provide effective and efficient service in accordance with the rules and regulations of all governmental units and agencies having regulatory and licensing authority in connection with the System.

(c) The Company through the System shall provide uniform, strong signals which are free from distortion and interference in accordance with FCC standards.

(d) The Company shall not interrupt all or any part of the services of the System in the absence of absolute need or emergency circumstances.

(e) The Company shall establish, construct, operate and maintain the System, including System Facilities, so as to at all times meet FCC technical standards, including without limitation specifications for frequency boundaries, visual carriers, frequency levels, aural carrier frequency levels, channel frequency response, terminal isolation and radiation.

(f) The Company shall establish, construct, operate, and maintain the System in accordance with all applicable national, state, and local building and safety codes. In the absence of any otherwise applicable building and safety code, the Company shall establish, construct, operate and maintain, the System in accordance with the most recent edition of the National Electrical Safety Code and the National Electrical Code.



(g) Without limiting the provisions of this Ordinance, the Company shall establish, construct, operate and maintain the System in accordance with any proposals or representations made to the Corporate Authorities, or its designated representative or representatives.

A copy of the Company's proposal to the Municipality has been filed with the Clerk of the Municipality and is by this reference incorporated herein.

(h) The System shall be designed, established, constructed, operated and maintained for 24-hour-a-day continuous operation.

(i) The System shall produce for receipt on Subscribers' receivers, which are in good working order, either monochrome or color pictures (providing the receiver is color capable) that are free from any significant interference, distortion, or ghosting which would cause any material degradation of video or audio quality.

(j) The System shall be capable of providing emergency override alerts whereby the Municipality or other governmental units or agencies designated by the Municipality may be able to issue a bulletin on all channels simultaneously.

(k) In connection with the System the Company shall only employ personnel with necessary and sufficient skills and experience or training as such shall relate to their respective jobs and positions.

(l) The Company shall not be liable for interruptions in service caused by strikes, war, civil commotion, Acts of God, and other causes beyond the control of the Company.

SECTION 10: CHANNELS.

(a) The System shall be a minimum 270 megahertz system.

(b) The System shall have a broad band FM signal.

(c) The System shall provide for, or shall be capable of, receiving and transmitting all VHF, UHF, and FM signals. UHF stations carried on the System shall be converted to cable channels.

(d) The System as basic cable service shall provide one channel for carrying each of the following commercial television stations:

Channel 2	WTBS, Ch. 17, Atlanta, GA., Independent
Channel 3	WCIA, Ch. 3, Champaign, CBS
Channel 4	USA Cable Network
Channel 5	WICD, Ch. 15, Champaign, NBC
Channel 6	ESPN-Entertainment-Sports Program Network
Channel 7	WAND, Ch. 17, Decatur, ABC
Channel 8	Cable News Network
Channel 9	WGN, Ch. 9, Chicago, Independent
Channel 10	Nickelodeon/Arts
Channel 11	Christian Broadcasting Network
Channel 12	WILL, Ch. 12, Champaign, PBS
Channel 13	Area Weather Information

(e) The System shall carry not less than three (3) area FM radio stations.

(f) The System shall reserve one channel for various local, civic and governmental programming aired from prerecorded video tapes.

(g) The System shall carry the services of the following Premium Programming:

Converter Channel 2 -- Home Box Office

Converter Channel 4 -- Cinemax

(h) The System shall utilize at least twelve (12) channels during prime time.

SECTION 11: USE OF MUNICIPAL STREETS.

(a) All System facilities erected, constructed or placed by the Company within the Municipality shall be located so as not to interfere with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and not to interfere with existing public utility installations. All service lines shall be underground in those areas of the Municipality where both public utilities providing telephone or electric service are underground at the time of installation. In areas where telephone or electric utility facilities are above ground at the time of installation, the Company may install its service above ground. If, subsequently, the telephone or electric utility facilities go underground, the affected facilities of the Company shall go underground simultaneously.

(b) In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Company shall, at its own expense, and in the manner required by the Municipal ordinances or policies, replace and restore all paving, sidewalk, driveway or other surface of any street or alley disturbed. In case of any disturbance on either private or public property, the land surface, including plantings and trees, shall be restored by the Company to substantially its previous condition.

(c) If at any time during the period of the franchise the Municipality shall lawfully elect to alter, or change the grade or location of any street, alley or other public way, the Company shall upon reasonable notice by the Municipality, remove, relay and relocate affected System facilities at its

own expense, and in each instance comply with the requirements of the Municipality.

(d) The Company shall not place System Facilities above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrants, other utility, or drainage tile and all such poles, conduits or other fixtures placed in any street shall be so placed as to comply with all ordinances of the Municipality.

(e) The Company may be required by the Municipality to permit joint use of its System Facilities located in the streets, alleys, or other public right of way of the Municipality by utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefore; provided that in the absence of agreement regarding such joint use, the Corporate Authorities shall provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefrom, which award shall be final.

(f) The Company shall, on request of any person holding a moving permit issued by the Municipality, temporarily move affected System Facilities to permit the moving of buildings, the expense of such temporary removal to be paid by the person requesting such removal in advance, and the Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

(g) The Company shall have the authority, except when in conflict with existing Municipality ordinances, to trim any trees upon and overhanging public right of way so as to prevent the branches of such trees from coming in contact with System Facilities, except that at the option of the Municipality,

such trimming may be done by it, or under its supervision and direction, at the expense of the Company.

(h) The Municipality shall have the right to install and maintain free of charge upon the property of the Company its own equipment, including but not limited to, a police and fire system and emergency services disaster agency, on the condition that such equipment does not interfere with the Company's establishment, construction, operation and maintenance of the System.

(i) If the Company seeks to construct and maintain its cables and other System Facilities on or above public or private property, and an easement for such use has already been granted to a telephone company, electric or other public utility, said easement shall, if at all possible, be interpreted so as to grant the Company the same rights and privileges as have been granted to the telephone and electric companies and other public utilities. In such easements, the words "telephone" or "telephone company," "electric Company" and the like, shall be interpreted to include the Company. The Company shall not be required to install cable to service areas where the required easements are not reasonably obtainable.

SECTION 12: BUSINESS OFFICE AND SERVICE CALLS.

(a) A Customer Service Center will be established in Eastern Champaign County, to handle the various business activities between the Subscribers and the Company. Residents of the Municipality will be able to have access to the Service Center directly or through no charge telephone arrangements. Customers may pay their bills by mail or directly at a specified Customer Service Center. Service technicians will be available seven (7) days a week from 9:00 A.M. until 8:00 P.M. if a technical difficulty on any portion

of the systems should occur. Calls for service will also be facilitated through a no charge telephone arrangement. No charge will be made for any service call but TRI-STAR CABLEVISION, INC. employees will not be allowed to service or repair Subscriber television or radio receivers and service calls will be confined to repairs or adjustments of the cable system only. Service calls will be attended on a first come basis and will be responded to as rapidly as possible and in any event in less than twenty-four (24) hours, unless prevented from doing so by an Act of God.

(b) The Company shall file with the Municipality copies of all of its rules and regulations in connection with the handling of inquiries, requests and complaints. The Company shall in writing furnish to Subscribers at the time they connect to the System information concerning procedures for making inquiries, requests and complaints about the System. The information shall at least include names, addresses, and telephone numbers of the business office and agent. The Company shall provide such information as will reasonably permit Subscribers to effectively submit inquiries, requests and complaints and to obtain satisfactory resolution or handling in connection therewith, especially in connection with the quality of the Company's delivery of Services.

(c) The Company shall keep full records in connection with all inquiries, complaints and requests in connection with the System. Minimally, such records shall identify the person in contact, the subject matter of the contact and the resolution of the matter in question or the action taken by the Company in connection with the contact.

#### SECTION 13: SUPERVISION OF THE COMPANY.

(a) Unless specifically otherwise provided in this Ordinance, or unless the Corporate Authorities shall otherwise specify, all administrative

actions required to be taken or which shall or may be taken by the Municipality in connection with the System, shall be taken by the Mayor or such other person designated by the Mayor.

(b) Unless specifically otherwise provided in this Ordinance, or unless the Corporate Authorities shall otherwise provide, all filings with the Municipality required by this Ordinance shall be made with the Mayor.

SECTION 14: LIABILITY, INSURANCE AND INDEMNITY.

(a) The Company hereby agrees to indemnify, defend and save whole and harmless the Municipality and its officers and employees from liabilities and related expenses (including reasonable attorney's fees) of any kind which may arise out of or from the establishment, constructions, operation and maintenance of the System or System Facilities or the execution and implementation of this Ordinance. The Municipality shall notify the Company in the event any person shall in any way notify the Municipality any claim or demand in connection with the System, the System Facilities or this Ordinance from which the Company may be subject to liability under this Section or otherwise. The undertaking in connection with the subsection (1) includes liabilities or claims of liability with respect to property damage, personal injury, invasions of the right of privacy, defamation of any person, the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, and failure of the Company to comply with the provisions of any federal, state, or local statute, ordinance, rule or regulation applicable to the Company in connection with this Ordinance.

(b) The Company shall keep the System and System Facilities continuously insured against such risks as are customarily insured against by businesses of like size and type, including but not limited to:

- (1) Insurance upon the repair or replacement basis if available, and otherwise to the full insurable value of the System Facilities (with reasonable deductible provisions) against loss or damage by fire and lightning, with uniform standard extended coverage endorsement, limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State.
- (2) Insurance to the extent of \$500,000 per occurrence against liability for bodily injury including death and to the extent of \$500,000 per occurrence against liability for damage to property including loss of use, occurring on, arising out of or in any way related to the System and System Facilities.
- (3) During any period of construction, adequate coverage to meet liability under the Illinois Structural Work Act.
- (4) Workmen's Compensation Insurance within Statutory limits and Employer's Liability Insurance of not less than \$100,000.
- (5) Comprehensive Automobile Liability Insurance to the extent of \$500,000 per occurrence against liability for bodily injury including death and to the extent of \$100,000 per occurrence against liability for damage to property including loss of use occurring on, arising out of, or in any way related to the System.

This subsection (b) shall not be a limit on the Company's undertaking provided in subsection (a) of this Section.

(c) The Company shall have the Municipality and all of its officers and employees included as co-insured on all insurance policies referred to in this Section. The Company shall file with the Municipality copies of all such policies. All such policies shall provide that the issuing insurance company will not cancel them without ten (10) days prior notice to the Company and the Municipality. All such policies shall be taken out and maintained with generally recognized responsible insurance companies qualified to do business in the State of Illinois.



SECTION 15: SURETY BOND.

(a) The Company shall maintain throughout the term of this Ordinance, a faithful performance bond or bonds running to the municipality, with a good and sufficient surety to be approved by the Municipality in the penal sum of ~~138~~ \$10,000.00 until the System is operational and in the amount of \$10,000.00 thereafter on the condition that the Company shall well and truly observe, fulfill and perform in connection with each provision, term and condition of this Ordinance, and that in case of any breach, the Municipality shall be entitled to recover from the principal and sureties on such bond the amount of any damages and all costs and attorney's fees incurred by the Municipality, proximately resulting from the failure of the Company to well and faithfully observe and perform under any and all of the provisions, terms and conditions which this Ordinance requires it to perform.

(b) No recovery by the Municipality of any sum by reason of the bond required by this Section shall be any limitation upon the liability of the Company to the Municipality, except that any sum received by the Municipality by reason of such bond shall be deducted from any recovery which the Municipality might have against the Company.

(c) Neither the Company nor any other person, agency, or entity shall monitor, or arrange for the monitoring, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose whatsoever, without the specific authorization of the Corporate Authorities expressed by resolution and of affected Subscribers. The foregoing notwithstanding, the Company shall be allowed to perform monitoring which is necessary to the normal delivery of System services; provided, however, that such monitoring shall be done in a

manner that does not infringe upon the rights of Subscribers, and provided further that the Company shall disclose to the Committee all such monitoring activities, if any. In all respects in connection with the System, the Company and the Municipality shall protect the rights of privacy of Subscribers and others.

(d) In the event the Company fails to perform in accordance with any of the provisions of this Ordinance and a forfeiture is declared, then it is understood and agreed that the Municipality shall be entitled to the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) as liquidated damages, which sum shall be in addition to any actual damages, costs and fees incurred by the Municipality and until the System is fully operational, said sum shall be covered by the surety bond or bonds in this Ordinance required to be posted by the Company.

SECTION 16: COMPLIANCE WITH LOCAL, STATE AND FEDERAL JURISDICTION.

(a) The Company shall establish, construct, operate and maintain the System subject to the reasonable supervision of the Municipality, and in strict compliance with all applicable laws, ordinances, rules and regulations.

(b) If at any time the powers of the Municipality, state or federal government or any agency or official thereof in connection with the System are duly transferred to or later reside in any other board, authority, agency or official, such board, authority, agency or official shall have the power, rights and duties previously vested in addition to any other which they may acquire.

(c) Notwithstanding any other provisions of this Ordinance the Company shall at all times comply with all state and federal laws, rules and

regulations, or any administrative agency thereof; provided, however, if any such ordinance, law, rule or regulation shall require the Company to perform any service or shall permit the Company to perform any service in conflict with the provisions and terms of this Ordinance or of any law, rule or regulation, then as soon as possible following knowledge thereof the Company shall notify the Municipality of the point of conflict believed to exist. If the Municipality determines that a material provision of this Ordinance is affected by such action, the Municipality shall have the right to modify or amend any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Ordinance.

SECTION 17: ESTABLISHMENT, CONSTRUCTION, AND OPERATION.

(a) Upon acceptance pursuant to Section 18 of this Ordinance, the Company shall expeditiously proceed to establish, construct, and operate the System, providing services of the System to Subscribers as soon as reasonably possible.

(b) The time for the establishment, construction, and operation of the System and the provision of services to Subscribers shall be substantially according to the schedule as follows:

<u>Event</u>	<u>Weeks Elapsing From Date Franchise Accepted</u>
Engineering Complete	Week 24
Construction Begins	Week 38
System Splicing Begins	Week 40
Construction Completed	Week 45
System Splicing Completed	Week 47
System Turn-On	Week 48
System Testing	Weeks 48 & 49
Home Installation Begins	Week 50

SECTION 18: ACCEPTANCE.

(a) Except as expressly provided otherwise in this Ordinance, the Company herein shall have no recourse whatsoever against the Municipality for any loss, cost, or expense or damages arising out of the terms, conditions and provisions or requirements of this Ordinance or because of the Municipality's enforcement of this Ordinance.

(b) The Company expressly acknowledges that upon accepting the right, privilege and franchise granted by this Ordinance, it did so relying upon its own investigation and understanding of the power and authority of the Municipality in connection with the System and this Ordinance. By the acceptance of this franchise, the Company agrees that it will not at any time set up against the Municipality in any claim or proceeding any provision, condition or term of this Ordinance as unreasonable, arbitrary or void or that the Municipality had no power or authority to make such provision, term or condition a part of this Ordinance.

(c) The Company by acceptance of the right, privilege and franchise under this Ordinance, acknowledges that it has not been induced to enter into the franchise by any understanding or promise or other statement whether verbal or written by or on behalf of the Municipality concerning any term or condition of this franchise not expressed herein.

(d) The Company further acknowledges by acceptance of the right, privilege and franchise, that it has carefully read the terms and conditions of this Ordinance and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein.

(e) In the event the Company shall accept the right, privilege and franchise to establish, construct, operate and maintain the System in accordance with and pursuant to the provisions, terms and conditions of this Ordinance, the Company shall execute an acceptance in substantially the form as follows:

ACCEPTANCE OF VILLAGE OF GIFFORD CABLE TELEVISION FRANCHISE

Now, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, the Company having been advised by the Village of Gifford, Illinois, that by the Village of Gifford Cable Television Franchise Ordinance passed by the President and Board of Trustees on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, (the 'ordinance') a franchise according to the provisions, terms and conditions of the Ordinance was granted to the Company to establish, construct, operate and maintain a cable television system within the Village of Gifford, to comply fully and in all respects with the terms, conditions and provisions of the Ordinance.

(Name of Company)

BY: \_\_\_\_\_  
Its President

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Its Secretary

STATE OF ILLINOIS     )  
                                  )     ss  
COUNTY OF CHAMPAIGN   )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, of the Company personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and the free and voluntary act of the Company, and that they were fully and duly authorized by the Company to so subscribe, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

(f) The acceptance referred to in subsection (e) of this Section shall be accompanied by an acceptance fee in the amount of \$100.00, and by the bond, secured by a corporate surety or by cash or its equivalent, referred to in Section 15.

(g) The Company shall accept pursuant to this Section, if at all, within thirty (30) days of the date of passage of this Ordinance.

(h) The cost of publishing this Ordinance, by print or publication in book or pamphlet form or by publication in a newspaper, shall be paid for out of the acceptance fee referred to in subsection (f) of this Section.

#### SECTION 19: ASSIGNMENT OR TRANSFER.

(a) The right, privilege and franchise under this Ordinance and the System facilities shall not be assigned or transferred either in whole or in part or leased, sub-let, pledged or mortgaged in any manner, nor shall title thereto either legal or equitable, or any right, interest, or property therein, pass to or vest in any person either by the act of the Company or by operation of law without the prior express approval of the Municipality. The granting, giving or waiving of any one or more of such approvals shall not render unnecessary any subsequent approvals. The Municipality shall not unreasonably withhold such approval and may require reasonable conditions in connection with such assignment or transfer.

(b) The consent or approval of the Municipality to any such assignment, lease, transfer, sub-lease, pledge or mortgage shall not constitute a waiver or release of the rights of the Municipality in and to public right-of-way.

(c) Nothing in this Section shall prohibit a mortgage or pledge of System Facilities or any part thereof or a leasing by the Company of System Facilities or part thereof for financing purposes in connection with construction of the System. Any such mortgage, pledge, or lease shall be subject and subordinate to the rights of the Municipality and Subscribers under this Ordinance.

SECTION 20: REVOCATION

(a) In addition to all other rights, powers, or remedies pertaining to the Municipality in connection with this Ordinance or otherwise, the Municipality reserves the right to terminate, cancel and revoke the franchise and all rights and privileges of the Company under this Ordinance in the event the Company:

- (i) Violates any material provisions of this Ordinance or any rule, order or determination of the Municipality made pursuant to this Ordinance, except where such violation, other than of subsection (ii) and (iii) below, is without fault of the Company or through excusable neglect; or
- (ii) Becomes insolvent, unable or unwilling to pay its debts, or is adjusted bankrupt; or
- (iii) Fails for a substantial time to provide effective transmission and receiving services and capabilities to subscribers, except for strikes, war, civil commotions, Acts of God, or other causes beyond the control of the Company; or
- (iv) Attempts to evade any of the provisions of this Ordinance or practices any fraud or deceit upon the Municipality or Subscribers; or
- (v) Fails to establish, construct and operate the System substantially in compliance with schedule in subsection (b) of Section 17 of this Ordinance, due consideration having been given to the nature and cause of any delays.

(b) Such termination, cancellation and revocation shall be by ordinance after a hearing before the Corporate Authorities. The Municipality shall give the Company at least sixty (60) days notice of the hearing. The Company shall have an opportunity before the Corporate Authorities to be fully heard and be given a reasonable period of time, not to exceed ninety (90) days to cure any and all defaults, omissions, breaches, or causes for such termination, cancellation, or revocation. The Corporate Authorities shall make findings of fact in connection with any termination, cancellation, and revocation.

(c) Upon such termination, cancellation, and revocation, and upon the expiration of the term of the Grant under this Ordinance, the Municipality shall have the option, to be exercised within ten (10) days thereof, of accepting ownership of all System Facilities or of ordering the Company to remove all System Facilities from the Municipality. This shall not be a limit upon any other remedies the Municipality may have in connection with the Company's performance under this Ordinance.

SECTION 21: RESERVATION OF RIGHTS.

(a) The right is hereby reserved to the Municipality to adopt and enforce in addition to the terms, conditions and provisions contained in this Ordinance and in otherwise existing applicable ordinances, such additional ordinances, rules and regulations as it shall find necessary in the exercise of the police powers; provided, that such ordinances, rules and regulations shall be reasonable and not in material or substantial conflict with the rights herein granted.

(b) In addition to the Specific rights of inspection otherwise provided for in this Ordinance, the Municipality shall also have the right to



(b) This Ordinance shall become effective after its passage,  
approval and publication as required by law.

PASSED and APPROVED this 6<sup>th</sup> day of May, 1982.

James R. Watson  
Mayor

(SEAL)

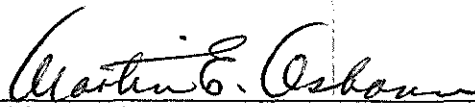
ATTEST:

Walter E. Osborn  
Clerk

NOTICE OF PASSAGE OF CABLE TV FRANCHISE ORDINANCE  
BY THE VILLAGE OF GIFFORD, ILLINOIS

Public notice is hereby given that the Village of Gifford, Illinois on May 6, 1982 adopted an ordinance granting a franchise concerning the establishment, construction, operation and maintenance of a cable television system in the Village of Gifford, Illinois, and that said ordinance has been published in pamphlet form and filed in the Municipal Building in Gifford, Illinois, where the same may be examined by any interested person.

Dated in Gifford, Illinois, this 6th day of May, 1982.

  
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VILLAGE CLERK