

CHAPTER 8

CABLE TELEVISION

ARTICLE I - CABLE/VIDEO SERVICE PROVIDER FEE AND PEG ACCESS FEE

8-1-1 **DEFINITIONS.** As used in this Article, the following terms shall have the following meanings:

(A) **"Cable Service"** means that term as defined in 47 U.S.C. § 522(6).

(B) **"Commission"** means the Illinois Commerce Commission.

(C) **"Gross Revenues"** means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the holder for the operation of a cable or video system to provide cable service or video service within the holder's cable service or video service area within the Village.

(1) Gross revenues shall include the following:

- (a) Recurring charges for cable or video service.
- (b) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
- (c) Rental of set top boxes and other cable service or video service equipment.
- (d) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
- (e) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
- (f) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
- (g) A *pro rata* portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the Village. The allocation shall be based on the number of subscribers in the Village divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

- (h) Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to subsection (i).
 - (i) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - (j) The service provider fee permitted by 220 ILCS 5/21-801(b).
- (2) Gross revenues do not include any of the following:
- (a) Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
 - (b) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.
 - (c) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the holder to noncable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.
 - (d) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it

will resell the service within the Village and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.

- (e) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, state, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.
 - (f) Security deposits collected from subscribers.
 - (g) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.
- (3) Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

(D) **"Holder"** means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

(E) **"Service"** means the provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

(F) **"Service Provider Fee"** means the amount paid under this Article and 220 ILCS 5/21-801 by the holder to a Village for the service areas within its territorial jurisdiction.

(G) **"Video Service"** means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

8-1-2 CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED.

(A) **Fee Imposed.** A fee is hereby imposed on any holder providing cable service or video service in the Village.

(B) **Amount of Fee.** The amount of the fee imposed hereby shall be **three percent (3%)** of the holder's gross revenues.

(C) **Notice to the Village.** The holder shall notify the Village at least **ten (10) days** prior to the date on which the holder begins to offer cable service or video service in the Village.

(D) **Holder's Liability.** The holder shall be liable for and pay the service provider fee to the Village. The holder's liability for the fee shall commence on the first day of the calendar month following **thirty (30) days** after receipt of the ordinance adopting this Article by the holder. The ordinance adopting this Article shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the Village.

(E) **Payment Date.** The payment of the service provider fee shall be due on a quarterly basis, **forty-five (45) days** after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(F) **Exemption.** The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the Village in which a fee is paid.

(G) **Credit for Other Payments.** An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit to prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under Section 116.02(b).

8-1-3 PEG ACCESS SUPPORT FEE IMPOSED.

(A) **PEG Fee Imposed.** A PEG access support fee is hereby imposed on any holder providing cable service or video service in the Village in addition to the fee imposed pursuant to **Section 8-1-2(B)**.

(B) **Amount of Fee.** The amount of the PEG access support fee imposed hereby shall be **one percent (1%)** of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the Village or its designee for PEG access support in the Village.

(C) **Payment.** The holder shall pay the PEG access support fee to the Village or to the entity designated by the Village to manage PEG access. The holder's liability for the PEG access support fee shall commence on the date set forth in **Section 8-1-2(D)**.

(D) **Payment Due.** The payment of the PEG access support fee shall be due on a quarterly basis, **forty-five (45) days** after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(E) **Credit for Other Payments.** An incumbent cable operator that elects to terminate an existing agreement pursuant to **220 ILCS 5/21-301(c)** shall pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been

terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that the operator owed under **Section 8-1-3(B)**.

8-1-4 APPLICABLE PRINCIPLES. All determinations and calculations under this Article shall be made pursuant to generally accepted accounting principles.

8-1-5 NO IMPACT ON OTHER TAXES DUE FROM HOLDER. Nothing contained in this Article shall be construed to exempt a holder from any tax that is or may later be imposed by the Village, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the Village's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

8-1-6 AUDITS OF CABLE/VIDEO SERVICE PROVIDER.

(A) **Audit Requirement.** The Village will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the Village imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recomputed any amounts determined to be payable under the requirements of the Village. If all local franchises between the Village and cable operator terminate, the audit requirements shall be those adopted by the Village pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* found in Chapter 36. No acceptance of amounts remitted should be construed as an accord that the amounts are correct. **(See Chapter 36 - Taxation)**

(B) **Additional Payments.** Any additional amount due after an audit shall be paid within **thirty (30) days** after the municipality's submission of an invoice for the sum.

8-1-7 LATE FEES/PAYMENTS. All fees due and payments which are past due shall be governed by ordinances adopted by this municipality pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*

(See 220 ILCS 5/21-801)

(Ord. No. 2010-230; 10-19-10)

ARTICLE II - CABLE AND VIDEO CUSTOMER PROTECTION LAW

8-2-1 CUSTOMER SERVICE AND PRIVACY PROTECTION LAW.

(A) **Adoption.** The regulations of 220 ILCS 5/70-501 are hereby adopted by reference and may be applicable to the cable or video providers offering services within the Village's boundaries.

(B) **Amendments.** Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Article shall be incorporated into this Article by reference and shall be applicable to cable or video providers offering services within the municipality's boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Article by reference without formal action by the corporate authorities of the Village.

8-2-2 ENFORCEMENT. The Village does hereby pursuant to law declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the Village.

8-2-3 CUSTOMER CREDITS. The Village hereby adopts the schedule of customer credits for violations. Those credits shall be as provided for in the provisions of 220 ILCS 5/70-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.

8-2-4 PENALTIES. The Village, pursuant to 220 ILCS 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable and Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed **Seven Hundred Fifty Dollars (\$750.00)** for each day of the material breach, and shall not exceed **Twenty-Five Thousand Dollars (\$25,000.00)** for each occurrence of a material breach per customer.

(A) Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.

(B) The Village shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least **thirty (30) days** from the receipt of the notice to remedy the specified material breach.

(C) A material breach, for the purposes of assessing penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after the notice in (B).

(Ord. No. 2010-229; 10-19-10)

ARTICLE III - CHARTER FRANCHISE

8-3-1 **DEFINITIONS.** For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meaning given therein. 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.

(A) **"Village"** is the Village of Hartford, Illinois.

(B) **"Company"** is Charter Communications, its successors, heirs and assigns the grantee of rights under this franchise ordinance.

(C) **"Board"** is the Board of the Village of Hartford, Illinois.

(D) **"Person"** is any person, firm, partnership, association, corporation, or organization of any kind.

(E) **"Television"** shall mean a system for transmission of audio signals and visual images by means of electrical impulses.

(F) **"Community Antenna Television System"** hereinafter referred to as "**CATV**" means the system of coaxial cables, wave guides, or other conductors and equipment for providing television, radio or other signals (hereinafter collectively called signals) by cable, or to its facilities as herein contemplated.

8-3-2 **GRANT OF AUTHORITY.** In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, the exclusive right is hereby granted by the **Village of Hartford, Illinois** to **Charter Communications** hereinafter referred to as the "Company", to erect, maintain, and operate a Community Antenna Television System for the interception, sale, and distribution of television and radio signals from the Company's antenna or studios to its subscribers' premises, all in accordance with the laws and regulations of the United States of America, the State of Illinois, and the ordinances and regulations of the Village, and for this purpose the company shall have the right to erect, maintain, and operate its equipment 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. The Company shall not commence any construction until any necessary approval from the **Illinois Commerce Commission** or the **Federal Communications Commission** is received.

8-3-3 **POLE USE.** The poles used for the distribution system of the Company shall be those erected and maintained by the Illinois Bell Telephone Company, Union Electric Company and/or Illinois Power Company. Where the use of poles owned by the Illinois Bell Telephone Company, Union Electric Company and/or Illinois Power Company is not practicable or mutually satisfactory and rental agreements

cannot be entered into with said companies, the Company shall have the right to erect and maintain its own poles, as may be necessary for the proper construction and maintenance of the television distribution system provided, however, the Company shall obtain prior approval from the Village Engineer as to the necessity for and location of any new poles to be erected. However, nothing in this Section shall preclude the Company from contracting with the Village or other utility now having pole lines in the Village to provide and maintain the transmission system of the Company, excepting that in any area being serviced by underground telephone and power lines, the television shall also be placed underground.

8-3-4 **PRESENT TELEVISION RECEPTION.** Installation shall be maintained in such a manner to avoid interference in any manner with the television reception already in existence in the areas served by the Company.

8-3-5 **INSTALLATION AND MAINTENANCE OF ATTACHMENTS.**
The Company shall, at its own expense, make and maintain its attachments in safe condition and in thorough repair, and in a manner suitable to the Village and so as not to conflict with the use of said poles.

In the maintenance and operation of its television distribution system in the streets, alleys, and other public places, and in the course of any new construction or additions to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by the Company in the course of its operations shall be repaired at the expense of the Company in conformity with the Code of the Village.

8-3-6 **POLE ERECTION AND CONSTRUCTION.** The Company's transmission and distribution system poles, and the wires and appurtenances thereon shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or interfere with new improvements the Village may deem proper to make, or to unnecessarily hinder to obstruct the free use of streets, alleys, bridges, or other public property. Removal of poles or rearrangement of its facilities to avoid such interference shall be at the Company's expense.

8-3-7 **SPECIFICATIONS.** The Company's poles, cables, wires, and appliances, in each and every location, shall be erected and maintained in accordance with:

(A) such requirements and specifications as the Village shall from time to time prescribe,

(B) requirements and specifications of the National Electrical Safety Code, Sixth Edition, and the National Electrical Code of the National Board of Fire Underwriters,

(C) any amendments or revisions of said codes or practices and

(D) in compliance with any rules or orders (and in particular, **General Order 160**) now in affect or that may hereafter be issued by the Illinois Commerce Commission or other authority having jurisdiction.

All installation of equipment shall be of permanent nature, durable, and installed in accordance with good engineering practice. The Company's service drops shall be installed in a neat and workmanlike manner including the house attachments so as to preserve the best overall appearance of power, telephone and television drops through the air and attached to buildings. Television service drops are to be installed where practicable from the cable away from a pole so as to preserve climbing space on the pole.

In the event a customer discontinues community antenna television service and requests removal of the Company's service drop, such removal shall be accomplished in a neat and workmanlike manner at the Company's expense.

8-3-8 **JOINT USAGE.** The Village shall cooperate with the Company by use of all legal means excepting Court action and excepting where conflicts of interests arise, in obtaining joint usage of poles owned or used by all holders of public licenses and franchises within the corporate limits of the Village.

The Company shall grant to the Village, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to the Company, insofar as it may be done without interfering with the free use and enjoyment of the Company's own wires and fixtures, and the Village shall hold the Company harmless from any and all actions, causes of actions, or damage caused by replacing of the Village's wires or appurtenances upon poles of the Company. Proper regard shall be given to all existing safety rules regarding construction and maintenance in effect at the time of construction.

8-3-9 **RELOCATION OF FACILITIES.** In the event that at any time during the period of this Article, the Village shall elect to alter or change the grade of any streets, alleys, or other public ways, the Company, upon reasonable notice by the Village shall remove, release, and relocate its poles, wires, cables and underground conduits, manholes and other fixtures at its own expense. Should the poles be moved by the property of the holder of any public franchise within the Village, the Company shall move its cables and appurtenances attached to the poles at its own expense, with the public franchise holder moving the poles at its own expense.

8-3-10 **TREE TRIMMING.** The Company shall have the authority and is hereby required to trim trees upon and over-hanging streets, alleys, sidewalks, and public places of the Village to prevent the branches of such trees from coming in contact with the wires, cables, and distribution system components of the Company, all trimming to be done under the supervision and direction of the Village and at the sole expense of the Company.

8-3-11 **DAMAGES.** The Company shall exercise special precaution to avoid damage to facilities of the Village and of others supported on said poles; and hereby assumes all responsibility for and agrees to indemnify the Village from and against any and all loss or damage, or claims therefore, resulting from the attachment to such poles of the Company's facilities and from any and all acts or omissions of the Company in connection therewith. The Company shall make an immediate report to the Village of the occurrence of any loss or damage and hereby agrees to pay the cost incurred in making repairs to such facilities of the Village or others.

8-3-12 **INSURANCE.** The Company shall indemnify, protect and save harmless the Village from and against losses and physical damage to property, and bodily injury or death to persons, including payments made under any workmen's compensation law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of all CATV equipment of any kind or nature whatsoever within the Village, or by any act of the Company, its agents or employees, or in any way arising out of the granting of this franchise. The Company shall carry insurance to protect itself and the Village from and against all 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. The amounts of such insurance against liability due to physical damage to property shall be not less than **Fifty Thousand Dollars (\$50,000.00)** as to any one claim and not less than **Two Hundred Thousand Dollars (\$200,000.00)** aggregate in any single policy year; and against liability due to bodily injury or to death of persons, not less than **One Hundred Thousand Dollars (\$100,000.00)** as to any one person, and not less than **Three Hundred Thousand Dollars (\$300,000.00)** as to all such claims arising from any one accident. The Company shall also carry such insurance as it deems necessary to protect it and the Village from all claims under the workmen's compensation laws in effect that may be applicable to the Company. All insurance required by this Article shall be and remain in full force and effect for the entire period of this Article. The policies of insurance, or a certified copy or copies thereof, shall be subject to approval by the Village Attorney of said Village and shall be deposited with and kept on file by the Village Clerk of the Village.

8-3-13 **RATES.** The Village may regulate the Company's rates as expressly provided by federal law. **(1992) [NOTE: No longer applicable.]**

8-3-14 **SERVICE PROTECTION.** The distribution system shall be installed, operated and maintained in such a manner that no interference will be caused to the reception of signals from standard television broadcast stations or to the reception of signals transmitted by any communications service authorized by any Federal agency.

8-3-15 **UNAUTHORIZED USE OF SERVICE.** Persons receiving CATV service may not alter, extend or otherwise tamper with the Company's facilities to service more equipment than being contracted for.

8-3-16 **TECHNICAL STANDARDS.** All television signals impressed upon the distribution system shall be capable of being received on any television set of standard manufacture without the use of converters, special decoding equipment, or auxiliary circuits except for equipment required for closed circuit educational facilities. Special converters may be used if necessary to expand the number of channels to be carried.

8-3-17 **POLICE POWER.** The Company shall at all times during the life of this permit be subject to all lawful exercise of the police power of the Village and to such reasonable regulations as the Village shall hereafter by ordinance provide.

8-3-18 **SALES OF SERVICE.** Neither the Company nor any of its officers or employees shall engage in the business of selling, repairing or adjusting television sets or other electronic instruments other than those owned by the Company. This paragraph shall not be construed to restrict the Company from connecting their distribution system to television sets or other electronic instruments.

8-3-19 **TERMINATION.** The permit and rights herein granted shall cease, terminate and be void unless some portion of the system is in operation within **twenty-four (24) months** from the date of acceptance of this Article, providing nevertheless that the time allowed herein shall automatically be extended an additional **six (6) months** in the event construction is delayed by acts of God, or unforeseen circumstances beyond the control of the Company.

8-3-20 **SERVICE TO MUNICIPAL BUILDINGS AND SCHOOLS.** The Company agrees to and shall furnish without installation charge or a monthly service fee, **six (6) connections** to the Village Hall, one of which shall be directly into the Police Station facilities, and one connection to all fire houses and other municipal buildings designated by the Village Board and to all public and parochial elementary, secondary and college level schools located within the Village.

8-3-21 **STATIONS TO BE FURNISHED.** Upon the completion of the system upgrade, the Company shall provide a minimum of **seventy-two (72) channels**. The service may be supplemented or altered at the Company's sole discretion. The Company agrees to provide the Village with notice of such changes no less than **thirty (30) days** in advance. **(1992)**

8-3-22 **FRANCHISE FEE.** Grantee shall pay to the Franchising Authority a franchise fee equal to **five percent (5%)** of the gross revenues received by Grantee from the operation of the Cable System on an annual basis. For the purpose of this Section, the **twelve (12) month** period applicable under the franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the franchising authority and Grantee. The franchise fee shall be due and payable **ninety (90) days** after the close of the preceding calendar year. Calendar year runs from **January 1st** to **December 31st**. Grantee showing the basis for the computation. In no event, shall the franchise fee payments required to be paid by Grantee exceed **five percent (5%)** of gross revenues received by Grantee in any **twelve (12) month** period. **(10-07-86)**

8-3-23 **UNDERGROUND FACILITIES.** The Company, at its own expense, shall place its facilities underground in those areas of the Village where all the utilities are underground. Before commencing any installation, repair, or maintenance work underground, at least **twenty-four (24) hours** advance notice will be given to the Superintendent of Streets or Director of Public Works and that all underground installation shall be at locations previously approved.

During installation of facilities, traffic shall not be blocked and adequate warning signs and barriers shall be installed and maintained.

The Company must furnish the Village with detailed maps showing the location of all underground facilities as built.

8-3-24 **APPROVAL OF CONSTRUCTION.** Wherever in this Article provision is made for approval of the Company's construction or facilities, such approval shall be given by the person designated by the Commissioner of the Department of Public Property.

8-3-25 SALE OR TRANSFER. The Company shall have the right to sell or transfer its plant or system and to transfer any rights under this franchise without approval of the Village Board, providing, however, that no sale or transfer shall be effective until the vendee or transferee has filed in the office of the Village Clerk an instrument, duly executed, reciting the fact of such sale or transfer, and accepting the terms of the franchise, and agreeing to perform all the conditions thereof.

8-3-26 PENALTIES. Any violation by the Company, its vendee, lessee or successor, of the material provisions of this franchise, shall cause for the forfeiture of this franchise and all rights hereunder, provided that the Village shall first notify the Company in writing, of the condition or act on which the violation is charged, and the Company shall have **thirty (30) days** within which to remedy such condition or act, and provided further, that should it be impossible to correct the violation within the **thirty (30) days**, then the Company shall have a reasonable time to make the correction. In the event that monies due from the Company to the Village hereunder are not paid when due, then the Village shall give **thirty (30) days** written notice on any incorporated or unincorporated areas and the percentage applicable to the Village.

The term "gross operating revenue" shall mean the total amount of money received by the Company from its monthly service charged to its subscribers.

8-3-27 PURPOSE OF PAYMENT. The payments provided for in this Article to be made to the Village are in payment by the Company to the Village for the use of the streets and alleys, and additional supervision, maintenance, inspection, regulation, burdens and costs to the Village occasioned by reason of the granting of the rights hereunder.

8-3-28 GENERAL TERMS.

(A) Failure to enforce or insist upon compliance with any of the terms or conditions of this Article shall not constitute a waiver or relinquishment or any such terms or conditions, but the same shall be and remain at all times in full force and effect.

(B) Nothing herein contained shall be construed as affecting the right or privileges previously conferred by the Village, by contract or otherwise, to others, not parties to this Article, to use any poles or space reserved for the Village's use on poles belonging to others, covered by this agreement; and the Village shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements.

(C) No use under this Article however extended, of the Village's poles or of space reserved for the Village's use on poles belonging to others shall create or vest in the Company any ownership or property rights in the poles, but the Company's

rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel the Village to maintain any of the poles.

(D) If any section, sentence, clause or phrase of this Article is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Article and any portions in conflict are hereby repealed.

8-3-29 **TERM OF FRANCHISE.** The franchise and rights herein granted shall take effect and be in force from and after the final passage hereof, as required by law, and upon filing of acceptance by the Company with the Village Clerk, and shall continue in force and effect for a term of **ten (10) years** from the expiration of the existing franchise. **(12-15-92)**

8-3-30 **FINAL TERMINATION OF THE FRANCHISE.** Upon termination of the franchise the Company shall remove its cables, wires, and equipment from all poles of the Village and all space reserved for the Village's use on poles belonging to others. If not so removed, the Village shall have the right to remove or have its contractor remove them at the risk, cost and expense of the Company and without any liability therefor.

8-3-31 **NOTICES.** Notices under this Article except as otherwise indicated shall be addressed to the Company by addressing same to its registered firm name: Charter Communications at its regular business address, and for the Village, to the Village Clerk, Hartford Village Hall, Hartford, Illinois.

8-3-32 **SERVICE AND SYSTEM MAINTENANCE.** The Company shall, at its own expense, at all times maintain and furnish telephone answering service and system maintenance service to subscribers daily during normal business hours. The Company, in addition to having its telephone listed in the local telephone director, shall advise each of its subscribers in writing of such telephone number.

(1973)