

# CHAPTER 8 CABLE TELEVISION

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## ARTICLE I – FRANCHISE AGREEMENT

**8-1-1 FRANCHISE AGREEMENT.** The cable television franchise between See-More T.V. Corporation, an Illinois Corporation and its successors, and the Village of Belgium is hereby included by reference as Appendix "A". **(Ord. No. 460; 07-07-87)**

### APPENDIX "A"

AN ORDINANCE GRANTING TO SEE-MORE T.V. CORPORATION, AN ILLINOIS CORPORATION, A FRANCHISE PERMITTING GRANTEE USE, PRIVILEGE, POWER AND AUTHORITY TO CONSTRUCT, MAINTAIN, OPERATE, SET (or lot), LAY AND REMOVE ALL NECESSARY POLES, TOWERS, ANTENNAE, SIGNAL AMPLIFICATION AND APPARATUS, WIRES, CABLE TRANSFORMERS, GUY POSTS AND GUY WIRES, APPLIANCES AND EQUIPMENT IN THE STREETS, ALLEYS, AVENUES, AND PUBLIC WAYS, EASEMENTS AND RIGHTS OF WAY WITHIN THE VILLAGE OF BELGIUM, VERMILION COUNTY, ILLINOIS, PROPERLY TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE AND REMOVE A TELEVISION SIGNAL SERVICE IN THE VILLAGE FOR A PERIOD OF 25 YEARS WITH OPTIONS FOR ADDITIONAL 25 YEAR PERIODS, PROVIDING FOR A THREE PERCENT ANNUAL GROSS RECEIPTS TAX TO BE PAID TO SAID VILLAGE ANNUALLY; PRESCRIBING CERTAIN OTHER TERMS AND CONDITIONS; AND PROVIDING THAT THIS ORDINANCE SHALL BE SEVERABLY.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BELGIUM, VERMILION COUNTY, ILLINOIS, THAT:

**Section 1.** The Village of Belgium, Illinois, does hereby grant unto See-More T.V. Corporation, an Illinois Corporation, and its assigns, the right, privilege, franchise and right of way in, under, upon, across and along the streets, alleys, avenues and public ways, easements and rights of way, of and within the Village for the purpose of erecting, settling, constructing and maintaining all necessary and convenient poles, towers, antennae, guy wires, wires, cables, transformers, boosters, signal amplifying apparatus, guy posts, equipment and appliances properly to locate, construct, maintain, operate and remove a television, F.M. or alternative signal and music service and distributing system for pay within the Village of Belgium; the franchise rights herein granted include the right of grantee to trim the branches of any trees located on or over the streets, alleys, avenues and public ways, easements and right of and within the Village of Belgium for the purpose of erecting, setting, constructing, maintaining and removing the facilities of grantee necessary for the furnishing of its television signal service. This franchise shall be for a period of twenty-five (25) years from the effective date of this Ordinance. Grantee shall have the option to review this franchise for additional twenty-five (25) year periods, which option shall become effective upon written notice by letter from See-More T.V. Corporation, or its successors or assigns, addressed to the Village of Belgium, Illinois, and delivered to the President of the Board of Trustees thereof, at least thirty (30) days prior to the expiration of each twenty-five (25) year term, disclosing its intent to extend the term of this Ordinance for an additional twenty-five (25) year period from the expiration date hereof; provided however, the Village shall have the right prior to each renewal to renegotiate the amount of the franchise fee.

**Section 2.** Grantee shall so set its poles and place its cables, wires and appliances so as not to interfere with the ordinary travel and use of the streets, alleys, avenues or public ways, easements and rights of way, provided, however, no poles shall be set without prior approval of the Village Engineer and Department of Public Works of the Village of Belgium as to location. All such installations shall be of a permanent nature, durable and of sufficient height not to interfere unreasonably in any manner with the rights of the public, public utilities, or

individual property owners. Nothing herein contained shall prevent Grantee from leasing pole rights from existing public utility companies.

**Section 3.** The Village of Belgium hereby covenants to exercise whatever power and control it may have over public utilities within the corporate limits of the Village to require said utilities to allow the grantee's joint usage of their poles and pole line facilities wherever possible or wherever such usage does not interfere with the normal operation of said poles and pole lines so that a number of new or additional poles constructed by this Grantee within the Village may be minimized, and to the end that the rights of joint usage will be at reasonable rates and on reasonable terms.

**Section 4.** Grantee shall offer to furnish and distribute its television signal service to all persons in any specified geographical area that is sufficiently populated to make the extension of service to that area feasible, in the judgment of grantee, within the limits of the Village of Belgium within a reasonable time. Provided it makes immediate restoration, it shall have the right to extend its facilities, in, under, upon, across and along the streets, alleys, avenues and public ways, easements and rights of way, of any addition, or additions hereinafter made to the Village's corporate territory and to use the streets, alleys, avenues and public ways, easements and rights of way for its facilities to continue such signals to points beyond the corporate limits of the Village, provided that no extension of service beyond the corporate limits of the Village shall occur until service within the Village has been reasonably provided unless permission is granted by the Board of Trustees.

**Section 5.** It is agreed that for the purpose of this Section and elsewhere when applicable, the following definitions are adopted:

(A) Single Residential Subscriber shall mean a purchaser of the services to be used by the purchaser for his benefit and entertainment and not for the purpose either of resale or the furtherance of any business in which he is engaged.

(B) Multiple Residence is defined as any building or structure wherein more than one (1) family unit is housed on either a semi-permanent or permanent basis.

(C) Commercial Subscriber is defined to mean any subscriber who is not a residential subscriber, to the service of grantee by one tap of Grantee's cable.

(D) A tap of Grantee's cable is defined as the singular physical connection to Grantee's distribution system to provide television signals to a subscriber's premises.

Grantee shall be authorized to make reasonable and nondiscriminatory conditions upon its furnishing service to any subscriber.

All facilities necessary to furnish the service of the Grantee to its subscribers to such services shall be and remain the property of Grantee, and Grantee shall have the duty and the exclusive right to install, maintain, modify, alter and remove all such facilities.

**Section 6.** Grantee agrees to furnish one tap of its service to the Belgium Village Hall, and one to any and all schools in Belgium desiring the same, free of charge.

**Section 7.** As consideration for the adoption of this Ordinance and conferring on Grantee this franchise, Grantee agrees to pay to the Village of Belgium upon request by the Village three percent (3%) of its annual gross receipts derived from recurring monthly service charges; said payment to be made annually, on or before thirty days have elapsed at the end of each fiscal year. Such payment by Grantee shall be in lieu of all taxes, licenses or fees levied or enacted by the Village.

**Section 8.** All facilities and equipment of Grantee shall be construed and maintained in accordance with the requirements and specifications of the most recent edition of the National Electrical Safety Code where applicable, and of the ordinances of the Village of Belgium governing such installations as they may exist from time to time during the term of this franchise. The construction and maintenance of Grantee's facilities shall not interfere unreasonably with the use of maintenance of any facilities or equipment of the Village or of any public utility company in, under, upon, across or along the streets, alleys, avenues and public ways, easements and rights

of way. Grantee agrees to indemnify and hold harmless the Village from any and all liability growing out of any injury to person or property as a result of its operation under this franchise.

**Section 9.** Grantee agrees that it will furnish evidence to the President and the Board of Trustees within the time he has to accept this grant, that it has in force Workmen's Compensation insurance and Public Liability Insurance indemnifying itself, any subcontractor, officers and agents against claims for personal injuries or accidental death which may arise from any operations under this franchise, whether such operation be by Grantee, Grantee's subcontractor or any person directly or indirectly employed by either. The minimum amount of the insurance provided for in this Section shall be One Hundred Thousand Dollars (\$100,000.00). The aforesaid insurance shall be maintained by Grantee so long as Grantee shall operate the said system under the provisions of this Ordinance, and shall be conditioned to fully and completely indemnify and save harmless the Village of Belgium from any and all actions, claims, suits and demands of whatsoever kind and against all damages of whatever kind arising from or in any way incident to the erection, maintenance and operation of said poles, wires, cables, and associated appliances.

**Section 10.** Grantee agrees that it will diligently pursue construction of its facilities to the end that all persons residing within the Village and desiring Grantee's service will be offered such service within a reasonable time in accordance with Section 4 herein.

**Section 11.** Grantee may at any time during the term of this agreement, upon ninety (90) days' written notice to the Village Board of Trustees remove its wires and appliances or any party thereof and discontinue its service to the Village of Belgium.

Upon the termination of this franchise, the Grantee shall remove its posts, poles, television transmission and distribution system and other appurtenances from the streets, lanes, sidewalks, highways, alleys, bridges and other public places to their original condition.

**Section 12.** This franchise shall be assignable or transferable by Grantee without the written consent of the Village, and shall inure to the benefit of Grantee's successors and assigns so long as assignee accepts the terms herein. In the event an assignment or transfer is made that requires the Village's consent, the Village shall not arbitrarily or unreasonably withhold its consent.

**Section 13.** This franchise shall be accepted by the Grantee in writing on or before the expiration of sixty (60) days from the effective date of this Ordinance.

**Section 14.** If Grantee fails to perform any of the material covenants herein provided for, for a period of ninety (90) days after receiving written notice from the Village of said breach, and said breach is not being contested in good faith, the Village shall have the right to terminate Grantee's franchise. Written notice shall be given to Grantee by service on its registered agent or by service of its business office in the Village of Belgium.

**Section 15.** If any section or paragraph, clause, phrase, or provision of this Ordinance shall be invalid or unconstitutional, the same shall not affect the validity of the remainder of this Ordinance.

**Section 16.** This Ordinance shall be in full force and effect thirty (30) days after its enactment.

**(Ord. No. 460; 07-07-87)**